

# Tahoe-Truckee Sanitation Agency Regular Board Meeting April 15, 2020

#### TAHOE-TRUCKEE SANITATION AGENCY



A Public Agency 13720 Butterfield Drive TRUCKEE, CALIFORNIA 96161 (530) 587-2525 • FAX (530) 587-5840

#### **Directors**

Dale Cox: President
Dan Wilkins: Vice President
Jon Northrop
Blake Tresan
S. Lane Lewis
General Manager
LaRue Griffin

## BOARD OF DIRECTORS REGULAR MEETING NOTICE AND AGENDA

**Date:** April 15, 2020 **Time:** 9:00 AM

This meeting will be conducted entirely by teleconferencing in accordance with Governor Newsom's Executive Order (#N-29-20) and the Board Room will not be accessible to the public. The following are the video conferencing: <a href="https://global.gotomeeting.com/join/845694645">https://global.gotomeeting.com/join/845694645</a> and audio teleconferencing callin information: phone no. <a href="mailto:(866) 899-4679">(866) 899-4679</a>, access code: 845-694-645. If you are an individual with a disability and need assistance or accommodation to participate in this teleconference meeting, please contact Mrs. Roshelle Chavez at (530)587-2525 or rchavez@ttsa.net.

Members of the public will have the opportunity to directly address the Agency Board of Directors concerning any item listed on the Agenda below before or during consideration of that item via email. For more information on the process to participate in the meeting via computer, tablet or phone, see the accompanying *Guidelines for Using GoToMeeting for T-TSA April 15 Board of Directors Meeting*. To better accommodate members of the public and staff, some Agenda items may be considered in an order different than listed below.

- I. Call to Order, Roll Call, and Pledge of Allegiance
- II. Public Comment Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject that is within the jurisdiction of Tahoe-Truckee Sanitation Agency and that does not appear on the agenda. Any matter that requires action may be referred to staff for a report and action at a subsequent Board meeting. Please note there is a five (5) minute limit per person. In addition to or in lieu of public comment, any person may submit a written statement concerning Agency business to be included in the record of proceedings and filed with the meeting minutes. Any such statement must be provided to the recording secretary at the meeting.
- III. **Professional Achievements, Awards and Anniversaries** Acknowledgement of staff for professional achievement and other awards.
- **IV. Consent Agenda** Consent Agenda items are routine items that may be approved without discussion. If an item requires discussion, it may be removed from the Consent Agenda prior to action.
  - 1. Approval of the minutes of the special Board meeting on February 12, 2020.
  - 2. Approval of general fund warrants.
  - 3. Approval of financial statements.

#### V. Regular Agenda

- 1. Appeal of connection fees for APN 092-100-004-000.
- 2. Approval of updated Employee Handbook.
- 3. Discussion and action on Resolution No. 2-2020 establishing rules and regulations for the administration of employer-employee relations.
- 4. Approval of the updated Laboratory Director and Chief Plant Operator classification descriptions.
- 5. Approval of Agency Investment Policy.
- 6. Approval to purchase the portable plant air compressor.

#### VI. Management Team Report

- 1. Department Reports.
- 2. General Manager Report.
- **VII. Board of Director Comment** Opportunity for directors to ask questions for clarification, make brief announcements and reports, provide information to staff, request staff to report back on a matter, or direct staff to place a matter on a subsequent agenda.

#### VIII. Closed Session

- 1. Closed session conference with legal counsel for existing litigation (Government Code section 54956.9(d)(1)) P. Fay v. TTSA.
- 2. Closed session conference with legal counsel for existing administrative proceeding (Government Code section 54956.9(d)(1)) International Brotherhood of Electrical Workers, Local 1245 v. Agency (PERB Case No. SA-CE-1017-M).
- 3. Closed session to hear complaints or charges brought against an employee by another person.

#### IX. Adjournment

Posted and Mailed, 04/09/20

LaRue Griffin

Secretary to the Board

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact Roshelle Chavez at 530-587-2525 or 530-587-5840 (fax) or email rchavez@ttsa.net. Requests must be made as early as possible, and at least one-full business day before the start of the meeting.

Documents and material relating to an open session agenda item that are provided to the T-TSA Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at the Agency's office located at 13720 Butterfield Drive, Truckee, CA.

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S. Lane Lewis
General Manager
LaRue Griffin

## **Guidelines for Using GoToMeeting for T-TSA April 15 Board of Directors Meeting**

#### **Before the Meeting:**

• GoToMeeting can be used in a web only application, on mobile devices, or as a desktop version. The desktop version is recommended as it has the most functionality. The app may be downloaded here: https://global.gotomeeting.com/install/845694645

#### **To Join the Meeting:**

- <u>Video teleconference</u>: You can join the meeting via computer, tablet, or phone which will allow greater functionality such as having a name associated with your caller-ID.
  - Join using this link: <a href="https://global.gotomeeting.com/join/845694645">https://global.gotomeeting.com/join/845694645</a>. If you do not have a microphone with your video conference, please call in via audio teleconference to as described below.
- Audio Teleconference: You can join the meeting via phone only.
  - Join by calling the following phone number: (866) 899-4679
  - You will then be asked for the Access Code: 845-694-645
  - If you choose to participate via audio teleconference only, press # when prompted for your audio pin.

#### **Controls:**

- If you are attending the meeting via video teleconference, please utilize the settings tab at the top of the control panel titled "webcam" to control your video. You are encouraged to share your video stream.
- Mute/Unmute Please mute yourself when you are not speaking, regardless of teleconference method. If needed, the organizer can also mute/unmute you to keep order for the meeting. You can do this using your phone's controls or using the controls on GoToMeeting.

#### **Board Discussion:**

• Board President Cox will chair the meeting. After staff introduces an agenda item, Directors will be given the opportunity to provide comment one-by-one as called on by President Cox.

#### **Public Comment Option:**

- After the Directors have discussed an agenda item, President Cox will move to receive public comment on the item. Mrs. Chavez will call on individual attendees to sequence comment.
- If you are attending the meeting via video or audio teleconference and would like to submit a public comment or comment on a specific Agenda item, please email Mrs. Roshelle Chavez, Administrative Manager at <a href="mailto:comment@ttsa.net">comment@ttsa.net</a>. Identify your email subject title comment as "I have a comment". In the body of the email please state if you wish to make a public comment or a comment on a specific Agenda item.
- All requests to make a comment will be called in the order received.

#### **Motions:**

• All motions will be taken by roll call vote.



**Date:** April 15, 2020

**To:** Board of Directors

From: LaRue Griffin, General Manager

Item:

Subject: Call to Order, Roll Call, and Pledge of Allegiance

#### Background

Call to Order, Roll Call, and Pledge of Allegiance.



**Date:** April 15, 2020

**To:** Board of Directors

From: LaRue Griffin, General Manager

Item: II

**Subject:** Public Comment

#### **Background**

Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject that is within the jurisdiction of Tahoe-Truckee Sanitation Agency and that does not appear on the agenda. Any matter that requires action may be referred to staff for a report and action at a subsequent Board meeting. There is a five (5) minute limit per person.



**Date:** April 15, 2020

**To:** Board of Directors

From: Vicky Lufrano, Human Resources Administrator

Item: III

**Subject:** Professional Achievements, Awards & Anniversaries

#### **Background**

Acknowledgement of staff for professional achievements, awards and anniversaries received the previous calendar month or quarter.

#### **Achievements and Promotions**

Ryan Schultz – Received Electrical/Instrumentation Grade 4 Certification (over certification).

#### **Awards**

- Safety Suggestion Awards (1<sup>st</sup> Quarter 2020)
  - Ryan Schultz Install guardrails on top of the filtrate tank in AWT for fall protection and remove the ladder cage that blocks the filtrate tank ladder.
  - Anthony Salinas Install light covers on fixtures in the welding shop for protection.
  - <u>Jesus Zarate</u> (1) Install toe board to guardrail on the filtrate tank in AWT; (2) install a toilet seat cover dispenser in Bldg. 24 restroom; (3) install bollards in front of the natural gas piping in the back of Bldg. 70 to prevent damage; and (4) install machine guarding for the emergency hose reel belt on VHCT-24.

#### 1-Year, 5-Year, 10-Year, 15-Year, 20-Year, Etc. Anniversaries

• Matt Nitz – Operator III – 5 Years (March 2020).

#### **Fiscal Impact**

Recipients of a Safety Suggestion Award receive 2 hours of administrative leave for each safety suggestion approved by the safety committee.

#### **Attachments**

None.

#### Recommendation

No action required.

#### **Review Tracking**

Submitted By:

Approved By:

Cananal Managa

**Human Resources Administrator** 

General Manager



**Date:** April 15, 2020

**To:** Board of Directors

From: Roshelle Chavez, Administrative Manager

Item: IV-1

**Subject:** Approval of the minutes of the special Board meeting on February 12, 2020

#### **Background**

Draft minutes from previous meeting(s) held are presented to the Board of Directors for review and approval.

#### **Fiscal Impact**

None.

#### **Attachments**

Minutes of the special Board meeting on February 12, 2020.

#### Recommendation

Management recommends approval of the minutes of the special Board meeting on February 12, 2020.

#### **Review Tracking**

Submitted By:

Roshelle Chavez

Administrative Manager

Approved By:

General Manager

## BOARD OF DIRECTORS SPECIAL MEETING MINUTES

February 12, 2020

#### I. Call to Order:

Vice-President Wilkins called the special meeting of the Tahoe-Truckee Sanitation Agency Board of Directors to order at 9:00 AM. Roll call and Pledge of Allegiance followed.

Directors Present: Dale Cox, SVPSD (via teleconference)

Dan Wilkins, TCPUD

S. Lane Lewis, NTPUD (via teleconference)

Jon Northrop, ASCWD Blake Tresan, TSD

Staff Present: LaRue Griffin, General Manager

Roshelle Chavez, Administrative Services Manager

Jay Parker, Engineering Manager Michael Peak, Operations Manager Richard Pallante, Maintenance Manager

Kevin Woods, Information and Technology Department

Richard P. Shanahan, Agency Counsel Aaron Carlsson, Engineering Department Scott Fleming, Engineering Department Mike Smith, Engineering Department Jaime Garcia, Maintenance Department Zeb Snider, Maintenance Department Jesus Zarate, Maintenance Department Jim Redmond, Maintenance Department Anthony Salinas, Maintenance Department Paul Shouse, Maintenance Department Ryan Schultz, Maintenance Department Dean Haines, Maintenance Department Brandon Dimond, Operations Department Troy Kilgore, Operations Department Jessie Denham, Operations Department William Martin, Operations Department Laura Mader, Operations Department

Bill Pindar, Operations Department Kristin Davis, Operations Department Kristin Schrandt, Operations Department Michelle Mackey, Administration Department Dawn Davis, Administration Department Angelina Henson, Administration Department Tiffany Hambrick, Administration Department

Public Present: Steven Gortler, Municipal Advisor

Ron Ley, Damore, Hamric & Schneider, Inc.

#### II. Public Comment.

Agency staff, Aaron Carlsson, addressed the Board of Directors and stated his appreciation of the alternative work schedule proposed by management.

No action was taken by the Board.

#### III. Professional Achievements, Awards & Anniversaries.

Mr. Richard Pallante acknowledged Agency maintenance department staff who obtained professional achievements, awards, and anniversaries received for the previous calendar month.

Mr. Jason Parker acknowledged Safety Enforcement Officer, Mike Smith, and all Agency staff for receiving the annual California Water Environment Association (CWEA) Sierra Section "Safety Plant of the Year" award.

#### IV. Consent Agenda

- 1. Approval of the minutes of the regularly scheduled Board meeting on January 8, 2020.
- 2. Approval of general fund warrants.
- 3. Approval of Progress Pay Estimate No. 1 for the Portable Emergency Pump Systems project.
- 4. Approval of Progress Pay Estimate No. 3 for the 2019 Digital Scanning of Sewer Lines project.

**MOTION** by Director Northrop **SECOND** by Director Lewis to approve the Consent Agenda items; unanimously approved.

The Board approved the motion by the following roll call vote:

AYES: Directors Northrop, Tresan, Lewis, Cox, and Vice-President Wilkins.

NOES: None ABSENT: None ABSTAIN: None

Motion passed.

#### V. Regular Agenda

#### 1. <u>Discussion of Employer-Employee Relations (EER) update.</u>

Mr. Griffin provided an update on the proposed bargaining units for the Employer-Employee Relations rules (EER) to the Board of Directors for discussion. Discussion was had on the proposed units and the Board directed staff to prepare a draft EER to include the proposed bargaining units and corresponding rules and regulations in a resolution for further discussion and potential adoption.

#### 2. <u>Discussion of updated Employee Handbook.</u>

Mr. Griffin provided the Board of Directors with an update on the Employee Handbook as prepared by staff and the handbook ad hoc committee. After discussion of the major changes from the current handbook version, direction was given to solicit staff feedback on the handbook for ad hoc committee consideration. For reference purposes, all staff feedback is to be categorized and identified (1) as feedback incorporated into the handbook, (2) feedback not incorporated in the handbook, and (3) feedback requiring further discussion, or similar.

#### 3. Presentation of the annual financial audit for fiscal year 2018-2019.

Mr. Ron Ley of Damore, Hamrick & Schneider presented the annual financial audit for fiscal year 2018-2019 and addressed questions from the Board of Directors.

No action was taken by the Board.

#### 4. Approval to receive and file the annual financial audit for fiscal year 2018-2019.

**MOTION** by Director Tresan **SECOND** by Director Northrop to receive and file the annual financial audit for fiscal year 2018-2019; unanimously approved.

The Board approved the motion by the following roll call vote:

AYES: Directors Northrop, Tresan, Lewis, Cox, and Vice-President Wilkins.

NOES: None ABSENT: None ABSTAIN: None

Motion passed.

#### 5. Update on the 2020 Revenue Refunding Bonds.

Mr. Steven Gortler, Municipal Advisor, provided a presentation on the final closing results of the 2020 Revenue Refunding Bonds. The Agency created a debt service savings of approximately \$212,000 per year or a total of \$1.7M when it refinanced its SRF loan with refunding bonds.

No action was taken by the Board.

6. Approval of Agency Fund Policy

The approval of the Agency Fund Policy was tabled for the March 18 Board meeting.

7. <u>Approval of Resolution No. 2-2020 extinguishing the SRF loan reserve fund and transferring money to the rate stabilization fund.</u>

The approval of Resolution No. 2-2020 was tabled for the March 18 Board meeting.

8. <u>Approval of Ordinance No. 1-2020 adjusting Agency connection charges as applied to accessory dwelling units.</u>

**MOTION** by Director Northrop **SECOND** by Director Cox to approve Ordinance No. 1-2020 adjusting Agency connection charges as applied to accessory dwelling units; unanimously approved.

The Board approved the motion by the following roll call vote:

AYES: Directors Northrop, Tresan, Lewis, Cox, and Vice-President Wilkins.

NOES: None ABSENT: None ABSTAIN: None

Motion passed.

9. Approval to enter into a contract for the purchase of VFDs for the BNR influent pumps.

**MOTION** by Director Lewis **SECOND** by Director Cox to enter into a contract with Rexel, Inc. for the purchase of three (3) VFDs for the BNR influent pumps in the amount of \$100,712; unanimously approved.

The Board approved the motion by the following roll call vote:

AYES: Directors Northrop, Tresan, Lewis, Cox, and Vice-President Wilkins.

NOES: None ABSENT: None ABSTAIN: None

Motion passed.

10. <u>Approval to award the rebuild of Centrisys CS21-4 rotating assembly and Viscotherm hydraulic back drive.</u>

**MOTION** by Director Tresan **SECOND** by Director Northrop to award of the rebuild of Centrisys CS21-4 rotating assembly and Viscotherm hydraulic back drive to CentriTEK Industrial Centrifuge Specialist in the amount of \$37,000.00; unanimously approved.

The Board approved the motion by the following roll call vote:

AYES: Directors Northrop, Tresan, Lewis, Cox, and Vice-President Wilkins.

NOES: None ABSENT: None ABSTAIN: None

Motion passed.

#### 11. Approval to award the purchase of utility carts.

**MOTION** by Director Lewis **SECOND** by Director Northrop to award the purchase of two (2) Taylor-Dunn B-200 electric utility carts up to the amount of \$25,000; unanimously approved.

The Board approved the motion by the following roll call vote:

AYES: Directors Northrop, Tresan, Lewis, Cox, and Vice-President Wilkins.

NOES: None ABSENT: None ABSTAIN: None

Motion passed.

#### 12. Approval to award the 2020 Plant Painting project.

**MOTION** by Director Lewis **SECOND** by Director Tresan to award the 2020 Plant Painting project to F.D. Thomas Inc. in the amount of \$516,253; unanimously approved.

The Board approved the motion by the following roll call vote:

AYES: Directors Northrop, Tresan, Lewis, Cox, and Vice-President Wilkins.

NOES: None ABSENT: None ABSTAIN: None

Motion passed.

#### 13. Discussion of board room layout for the 2020 Administration Building Remodel project.

Mr. Parker presented the two options of the board room layout to be applied to the 2020 Administration Building Remodel project. The Board directed staff to proceed with the "Alternative - A" for the board room layout.

#### 14. <u>Discussion concerning Board of Director compensation.</u>

Mr. Griffin provided the Board of Directors with current and comparative compensation information for consideration of increasing Director compensation. After discussion, direction was given to proceed with the preparation of an ordinance to consider Board of Director compensation increases of 5% per calendar year at the next Board meeting.

#### VI. <u>Management Team Reports</u>

#### 1. Department Reports.

There were no detailed discussions on the department reports as there were no questions or comments from the Board or department managers.

No action was taken by the Board.

#### 2. General Manager Report

The General Manger did not have any additional comments to add to the report and there were no questions or comments from the Board.

No action was taken by the Board.

#### VII. <u>Board of Director Comment</u>

Director Cox informed the Board that he and others from the Squaw Valley Public Service District will be taking a tour of the Agency plant at the end of the month.

Directors Lewis and Director Wilkins thanked Director Cox, Director Tresan, Mr. Griffin and staff for their work on the Employee Handbook update.

#### VIII. <u>CLOSED SESSION</u>

1. Closed session conference with legal counsel – existing litigation (Government Code section 54956.9(d)(1)), Fay v. Agency.

#### IX. ADJOURNMENT

There being no further business, the meeting was adjourned at 12:15 PM.

LaRue Griffin	
Secretary to the Board	
Approved:	



Date: April 15, 2020

To: Board of Directors

Roshelle Chavez, Administrative Manager From:

IV-2 Item:

**Subject:** Approval of general fund warrants

#### **Background**

The Agency has recently implemented the Caselle software program and the report of general fund warrants is attached as prepared by the software. It should be noted, payroll summaries are now excluded from the general fund warrants and are incorporated into the financial statements.

All warrants are paid and payable for the previous calendar month(s).

#### **Fiscal Impact**

Decrease in Agency general fund per the warrant amounts.

#### Attachments

Report of general fund warrants.

#### Recommendation

Management recommends approval of the general fund warrants paid and payable.

**Review Tracking** 

Submitted By:

Administrative Manager

Approved By:

General Manager

Tahoe-Truckee Sanitation Agency	General Fund Warrants	Page: 1
	Check Issue Dates: 2/1/2020 - 2/29/2020	Mar 03 2020 04:08PM

		Check Issu	e Dates: 2/1/2020 - 2/29/2020	Mar 03, 2020 04:08PM
Payee	Check Number	Check Issue Date	Description	Amount
1000 BULBS				
	85120	02/12/2020	75 WATT EQUIVALENT FLOOD HALOGEN	41.83
	85120	02/12/2020	PHILLIPS 900 SERIES PHOSPHORS	376.52
Total 1000 BULBS:				418.35
A-1 NATIONAL FIRE CO.				
	85245	02/19/2020	FIRST AID SUPPLIES	489.51
Total A-1 NATIONAL FIRE CO.:				489.51
AIRGAS USA LLC	85121	02/12/2020	CYLINDER RENTALS	259.47
	33.2.	02/12/2020		
Total AIRGAS USA LLC:				259.47
ALLIED ELECTRONICS				
	85122	02/12/2020	ELECTRICAL CONNECTOR ENDOSURE	207.59
	85122	02/12/2020	DOUBLE THREW RELAY	56.90
Total ALLIED ELECTRONICS:				264.49
ALPHA ANALYTICAL INC				
	85123	02/12/2020	BARIUM	210.00
	85197	02/12/2020	ANNUAL DI WATER TESTING	75.00
	85197	02/12/2020	BARIUM WELLS	210.00
Total ALPHA ANALYTICAL INC:				495.00
AMAZON CAPITAL SERVICES				
	85124	02/12/2020	WINTER BOOTS NITZ	194.80
	85124	02/12/2020	SUMMER BOOTS NITZ	119.02
	85124	02/12/2020	FALLBACK ROUTER, EQUIPMENT FOR BUILDOUT AWT	1,134.27
	85124	02/12/2020	ETERNAL HARD DRIVE	33.82
	85124	02/12/2020 02/12/2020	BIBERALLS	422.13
	85124 85124	02/12/2020	BIBERALLS BIBERALLS	140.71 140.71
	85198	02/12/2020	CABLE ZIP TIES	86.40
Total AMAZON CAPITAL SERVICES:				2,271.86
AT&T 530 582-0827 966 5				
A141 000 002 0021 000 0	85125	02/12/2020	TELEPHONE BILL 966	1,364.13
Total AT&T 530 582-0827 966 5:				1,364.13
AT&T ACCT #171-800-7674 001				
	85126	02/12/2020	TELEPHONE BILL 001	970.99
Total AT&T ACCT #171-800-7674 001:				970.99
AT&T ACCT 831-000-6939 380				
	85127	02/12/2020	TELEPHONE BILL 380	1,320.69
Total AT&T ACCT 831-000-6939 380:				1,320.69

Tahoe-Truckee Sanitation Agency			eneral Fund Warrants e Dates: 2/1/2020 - 2/29/2020	Page: 2 Mar 03, 2020 04:08PM
Payee	Check Number	Check Issue Date	Description	Amount
AUTOMATION DIRECT	85199	02/12/2020	EATON BULB INCANDESCENT, REPLACEMENT	53.30
Total AUTOMATION DIRECT:				53.30
BABCOCK LABORATORIES INC	85200	02/12/2020	ANNUAL D.I. WATER TESTING	400.00
Total BABCOCK LABORATORIES INC:				400.00
BARTKIEWICZ, KRONICK & SHANAHAN	85232	02/12/2020	BARTKIEWICZ	12,225.73
Total BARTKIEWICZ, KRONICK & SHANAHAN:				12,225.73
CAROLLO	85128	02/12/2020	MASTER SEWER PLAN	71,479.75
Total CAROLLO:				71,479.75
CASELLE	85201	02/12/2020	HOSTED SOFTWARE/SVC	24,313.00
Total CASELLE:				24,313.00
CASHMAN EQUIPMENT CO.	85202	02/12/2020	FUEL FILTER FOR 950 LOADER	91.12
Total CASHMAN EQUIPMENT CO.:				91.12
CH2M HILL	85203	02/12/2020	Task Order #32	107,672.70
Total CH2M HILL:				107,672.70
CHAMPION CHEVROLET - GEO	85129 85129	02/12/2020 02/12/2020	REPLACE TRANSMISSION VHCL-01 SENSOR PART	6,772.30 694.01
Total CHAMPION CHEVROLET - GEO:				7,466.31
CHOUINARD & MYHRE INC	85246 85246	02/19/2020 02/19/2020	CONSULTING SERVICES CONSULTING SERVICES	1,187.50 2,687.50
Total CHOUINARD & MYHRE INC:	00240	02/13/2020	CONSOLTING SERVICES	3,875.00
CLARK PEST CONTROL				
OLARRY EST SONTROL	85130 85233	02/12/2020 02/12/2020	CLARK PEST BILL CLARK PEST BILL	275.00 275.00
Total CLARK PEST CONTROL:				550.00
COLE-PARMER INSTRUMENT CO.	85131	02/12/2020	LOW FLOW PD PUMP	417.26

Tahoe-Truckee Sanitation Agency			eneral Fund Warrants e Dates: 2/1/2020 - 2/29/2020	Page: 3 Mar 03, 2020 04:08PM
Payee	Check Number	Check Issue Date	Description	Amount
Total COLE-PARMER INSTRUMENT CO.:				417.26
CONSOLIDATED ELECTRICAL DIST.	85132	02/12/2020	125R40 HEAT CLR LAMP	50.43
Total CONSOLIDATED ELECTRICAL DIST.:				50.43
CORELOGIC INFORMATION SOLUTIONS, IN	85234	02/12/2020	MONTHLY CORELOGIC	463.50
Total CORELOGIC INFORMATION SOLUTIONS,	IN:			463.50
CWEA	85133 85204	02/12/2020 02/12/2020	MEMBER RENEW MESSERSCHMIDT I&E GRD3 SCHULTZ JAN20	192.00 99.00
Total CWEA:				291.00
CWEA-SIERRA SECTION	85205	02/12/2020	MECH TECH GRD 3 SNIDER JAN20	99.00
Total CWEA-SIERRA SECTION:				99.00
DALE COX	85235	02/12/2020	REIMBURSEMENT	400.00
Total DALE COX:				400.00
DANIEL CHESLA	85206	02/12/2020	SVC CHARGE REFUND	459.00
Total DANIEL CHESLA:				459.00
DAWN DAVIS	85236	02/12/2020	REIMBURSEMENT	108.22
Total DAWN DAVIS:				108.22
DEAN HAINES	85134 85134	02/12/2020 02/12/2020	REIMB BOOTS HAINES OVER CERT AWARD, TESTING FEES	119.28 465.00
Total DEAN HAINES:				584.28
E&M ELECTRIC	85135	02/12/2020	ANALOG OUTPUT CAR	1,540.73
Total E&M ELECTRIC:				1,540.73
EMPLOYMENT DEVELOPMENT DEPARTMENT	2142001 2282004	02/14/2020 02/28/2020	State Witholding Tax Pay Period: 2/15/2020 State Witholding Tax Pay Period: 2/29/2020	13,174.65 13,550.44
Total EMPLOYMENT DEVELOPMENT DEPARTM		OLILO/LULU	Zaco	26,725.09

### REPORT FROM ENTERPRISES INC. #1423  FIRST US COMMUNITY CREDIT UNION  ### 2142002  ### 2142002  FIRST US COMMUNITY CREDIT UNION  ### 2142002  ### 214200	Tahoe-Truckee Sanitation Agency			eneral Fund Warrants e Dates: 2/1/2020 - 2/29/2020	Page: 4 Mar 03, 2020 04:08PM
REPAIR NOT NOT NEEDED UNDON   REPAIR SECURITION OF NEEDE COMPANY   REPAIR NOT NEEDE COMPANY   REPAIR NOT NEEDE COMPANY   REPAIR NO	Payee	Check Number	Check Issue Date	Description	Amount
Total FERGUSON ENTERPRISES, INC. #1423	ENDUSTRA FILTER MANUFACTURES				
ENVIRONMENTAL WATER SOLUTIONS, INC.		85136	02/12/2020	AIR/INTAKE FILTER	3,764.86
REPAIR KIT, OIL SLINGER	Total ENDUSTRA FILTER MANUFACTURES:				3,764.86
Total FASTEMAL	ENVIRONMENTAL WATER SOLUTIONS, INC.				
### PASTENAL    10   1   20   20   20   20   20   20		85137	02/12/2020	REPAIR KIT, OIL SLINGER	1,673.76
### ### ### ### ### ### ### ### ### ##	Total ENVIRONMENTAL WATER SOLUTIONS, II	NC.:			1,673.76
Total FASTEMAL:	FASTENAL				
Second   S		85138	02/12/2020	RIGID STRUT PIPE	50.47
85139   02/12/2020   FEDEX SHIPPING	Total FASTENAL:				50.47
85139   02/12/2020   FEDEX SHIPPING	FEDERAL EXPRESS CORP.				
Total FEDERAL EXPRESS CORP :		85139	02/12/2020	FEDEX SHIPPING	46.46
### REPROYSON ENTERPRISES,INC. #1423  ### 85140 02/12/2020 SINGLE HANDLE BATHROOM FAUCET  ### 85141 02/12/2020 Credit Union First US Pay Period: 2/15/2020  ### 85141 02/12/2020 Credit Union First US Pay Period: 2/15/2020  ### 85141 02/12/2020 GUARD COLUMN IONPAX  ### 85141 02/12/2020 VIALS, FILER CAPS  ### 85141 02/12/2020 VIALS, FILER CAPS  ### 85142 02/12/2020 Z020 EMPLOYEE DISHONEST BOND  ### 85142 02/12/2020 DOUBLE JACKET  ### 85143 02/12/2020 TRASH CANS  ### 85143 02/12/2020 CHEMICAL NEUTRALIZER ACIDS		85139	02/12/2020	FEDEX SHIPPING Teledyne PO 31237	107.60
85140   02/12/2020   SINGLE HANDLE BATHROOM FAUCET	Total FEDERAL EXPRESS CORP.:				154.06
85140   02/12/2020   SINGLE HANDLE BATHROOM FAUCET	FERGUSON ENTERPRISES,INC. #1423				
Total FERGUSON ENTERPRISES.INC. #1423:   FIRST US COMMUNITY CREDIT UNION   2142002   02/14/2020   Credit Union First US Pay Period: 2/15/2020   Credit Union First US Pay Period: 2/29/2020   Credit Union First US Pay Period: 2/15/2020   CVALS FILER CAPS					102.10
PIRST US COMMUNITY CREDIT UNION   2142002   02/14/2020   Credit Union First US Pay Period: 2/15/2020   Credit Un		85140	02/12/2020	SINGLE HANDLE BATHROOM FAUCET	306.29
2142002   22142020   22142020   Credit Union First US Pay Period: 2/15/2020   Credit Union First US Pay Period: 2/15/2020   Credit Union First US Pay Period: 2/29/2020   Credit Union First US Pay Period: 2/15/2020   Credit Union First US Pay Period:	Total FERGUSON ENTERPRISES,INC. #1423:				408.39
2282005   02/28/2020   Credit Union First US Pay Period: 2/29/2020	FIRST US COMMUNITY CREDIT UNION				
Total FIRST US COMMUNITY CREDIT UNION:    S5141					3,200.00 3,200.00
### SCIENTIFIC COMPANY    85141		2282003	02/26/2020	Cledit Offion First OS Fay Fellou. 2/29/2020	
85141   02/12/2020   GUARD COLUMN IONPAX   85141   02/12/2020   VIALS, FILER CAPS	Total FIRST US COMMUNITY CREDIT UNION:				6,400.00
## S141   02/12/2020   VIALS, FILER CAPS  Total FISHER SCIENTIFIC COMPANY:  ### S142   02/12/2020   2020 EMPLOYEE DISHONEST BOND  Total GARLAND-STURGES COMPANY:  ### S143   02/12/2020   DOUBLE JACKET   ### 85143   02/12/2020   DOUBLE JACKET   ### 85143   02/12/2020   DOUBLE JACKET   ### S143   02/12/2020   DOUBLE JACKET   ### S143   02/12/2020   DOUBLE JACKET   ### S143   02/12/2020   MASTIC TAPE   ### 85143   02/12/2020   LED GRAPHIC KEY PAD   ### 85143   02/12/2020   TRASH CANS   ### 85207   02/12/2020   RESP CARTRIDGE   ### 85207   02/12/2020   CHEMICAL NEUTRALIZER ACIDS   ### P14	FISHER SCIENTIFIC COMPANY				
Total FISHER SCIENTIFIC COMPANY:  85142 02/12/2020 2020 EMPLOYEE DISHONEST BOND  Total GARLAND-STURGES COMPANY:  GRAINGER INC., W.W.  85143 02/12/2020 DOUBLE JACKET 85143 02/12/2020 DOUBLE JACKET 85143 02/12/2020 MASTIC TAPE 85143 02/12/2020 LED GRAPHIC KEY PAD 85143 02/12/2020 TRASH CANS 85207 02/12/2020 RESP CARTRIDGE 85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS					531.83 3,893.98
### GARLAND-STURGES COMPANY    85142   02/12/2020   2020 EMPLOYEE DISHONEST BOND    Total GARLAND-STURGES COMPANY:		03141	02/12/2020	VIALO, FILLINGALO	
Total GARLAND-STURGES COMPANY:  GRAINGER INC., W.W.  85143 02/12/2020 DOUBLE JACKET  85143 02/12/2020 DOUBLE JACKET  85143 02/12/2020 MASTIC TAPE  85143 02/12/2020 LED GRAPHIC KEY PAD  85143 02/12/2020 TRASH CANS  85143 02/12/2020 TRASH CANS  85207 02/12/2020 RESP CARTRIDGE  85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS	Total FISHER SCIENTIFIC COMPANY:				4,425.81
Total GARLAND-STURGES COMPANY:  GRAINGER INC., W.W.  85143 02/12/2020 DOUBLE JACKET  85143 02/12/2020 DOUBLE JACKET  85143 02/12/2020 MASTIC TAPE  85143 02/12/2020 LED GRAPHIC KEY PAD  85143 02/12/2020 TRASH CANS  85143 02/12/2020 TRASH CANS  85207 02/12/2020 RESP CARTRIDGE  85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS	GARLAND-STURGES COMPANY				
### GRAINGER INC., W.W.  ### 85143		85142	02/12/2020	2020 EMPLOYEE DISHONEST BOND	1,431.00
85143 02/12/2020 DOUBLE JACKET  85143 02/12/2020 DOUBLE JACKET  85143 02/12/2020 MASTIC TAPE  85143 02/12/2020 LED GRAPHIC KEY PAD  85143 02/12/2020 TRASH CANS  85207 02/12/2020 RESP CARTRIDGE  85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS	Total GARLAND-STURGES COMPANY:				1,431.00
85143 02/12/2020 DOUBLE JACKET  85143 02/12/2020 MASTIC TAPE  85143 02/12/2020 LED GRAPHIC KEY PAD  85143 02/12/2020 TRASH CANS  85207 02/12/2020 RESP CARTRIDGE  85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS	GRAINGER INC., W.W.				
85143 02/12/2020 MASTIC TAPE  85143 02/12/2020 LED GRAPHIC KEY PAD  85143 02/12/2020 TRASH CANS  85207 02/12/2020 RESP CARTRIDGE  85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS					1,552.85-
85143 02/12/2020 LED GRAPHIC KEY PAD  85143 02/12/2020 TRASH CANS  85207 02/12/2020 RESP CARTRIDGE  85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS					1,725.38 38.41
85143 02/12/2020 TRASH CANS  85207 02/12/2020 RESP CARTRIDGE  85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS					36.41 145.31
85207 02/12/2020 CHEMICAL NEUTRALIZER ACIDS					174.10
		85207	02/12/2020	RESP CARTRIDGE	249.41
Total GRAINGER INC., W.W.:		85207	02/12/2020	CHEMICAL NEUTRALIZER ACIDS	121.78
	Total GRAINGER INC., W.W.:				901.54
GRANLIBAKKEN MANAGEMENT	GRANLIBAKKEN MANAGEMENT				
		85247	02/19/2020	SERVICE CHARGE REFUND	1,989.00

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Total GRANLIBAKKEN MANAGEMENT:				1,989.00
GREG O'HAIR	85144	02/12/2020	REIMBURSEMENT	236.20
Total GREG O'HAIR:				236.20
HACH CHEMICAL COMPANY	85145 85208	02/12/2020 02/12/2020	ASSY, PROBE, LDO MODEL 2, HACH LAMP DR 6000	4,720.76 494.31
Total HACH CHEMICAL COMPANY:				5,215.07
HCL LABELS INC	85146	02/12/2020	CAUTION BEWARE OF HOT SURFACE	189.06
Total HCL LABELS INC:				189.06
HOFFMAN SOUTHWEST CORP	85209	02/12/2020	RETENTION #3	69,242.84
Total HOFFMAN SOUTHWEST CORP:				69,242.84
ILEANA VASSILIOU	85210	02/12/2020	ILEANA TRAINING	1,800.00
Total ILEANA VASSILIOU:				1,800.00
INSTRUMART.COM	85147 85211	02/12/2020 02/12/2020	ASHRCROFT PRESSURE GAUGE, DIAPHRAGMS FLOWMETER	2,851.79 497.95
Total INSTRUMART.COM:				3,349.74
INTERNAL REVENUE SERVICE	2142003 2282006	02/14/2020 02/28/2020	FWH/FICAME Tax Medicare Pay Period: 2/15/2020 FWH/FICAME Tax Medicare Pay Period: 2/29/2020	33,663.95 34,713.05
Total INTERNAL REVENUE SERVICE:				68,377.00
J&L PRO KLEEN INC	85148	02/12/2020	JANITORIAL SVC JAN	2,300.00
Total J&L PRO KLEEN INC:				2,300.00
JAIME GARCIA	85149	02/12/2020	OVER CERT FEES	250.00
Total JAIME GARCIA:				250.00
JAMES REDMOND	85150	02/12/2020	REIMBURSEMENT	169.98
Total JAMES REDMOND:				169.98

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JASON PARKER				
	85151	02/12/2020	REIMBURSEMENT	172.12
	85151	02/12/2020	REIMBURSEMENT	149.00
Total JASON PARKER:				321.12
JONES-WEST FORD				
	85152	02/12/2020	DEF TANK HEATER	312.21
Total JONES-WEST FORD:				312.21
KEN GRADY CO. INC				
REN GRADI GO. ING	85153	02/12/2020	SPARE TRANSMITTER TO POWER SUPPLY	2,486.12
Total KEN GRADY CO. INC:				2,486.12
KONICA MINOLTA BUSINESS SOLUTIONS U				
	85154	02/12/2020	KONICA MONTHLY	130.58
	85237	02/12/2020	KONICA QUARTERLY	179.59
Total KONICA MINOLTA BUSINESS SOLUTION	ONS U:			310.17
LHOIST NORTH AMERICA				
	85155	02/12/2020	HYDRATED LIME	8,603.49
	85155	02/12/2020	HYDRATED LIME	8,850.02
	85155	02/12/2020	HYDRATED LIME	8,878.20
	85155	02/12/2020	HYDRATED LIME	8,673.93
Total LHOIST NORTH AMERICA:				35,005.64
LIBERTY UTILITIES				
	85212	02/12/2020	ELECTRIC BILL	39.14
	85212	02/12/2020	ELECTRIC BILL	19.91
	85212	02/12/2020	ELECTRIC BILL	19.54
	85212	02/12/2020	ELECTRIC BILL	22.83
	85212	02/12/2020	ELECTRIC BILL	22.18
Total LIBERTY UTILITIES:				123.60
LUCITY INC				
	85156	02/12/2020	LUCITY SOFTWARE	750.00
	85238	02/12/2020	LUCITY SOFTWARE	10,000.00
Total LUCITY INC:				10,750.00
MAGID GLOVE & SAFETY CO LLC				
	85157	02/12/2020	NON MARRING KNEE PAD	29.99
	85157	02/12/2020	PF NITRILE GLV SZ XL	772.26
Total MAGID GLOVE & SAFETY CO LLC:				802.25
MARK HEIDELBERGER				
	85239	02/12/2020	REIMBURSEMENT	400.00
Total MARK HEIDELBERGER:				400.00
. Juli III II I				400.00

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MCMASTER-CARR				
	85213	02/12/2020	ALUMINUM SLIP ON FITTING OVAL FLANGE	1,118.29
Total MCMASTER-CARR:				1,118.29
METTLER-TOLEDO INC				
	85158	02/12/2020	SCALE WEIGHT CALIBRATION	364.37
	85214	02/12/2020	ANNUAL SCALE CALIBRATION SVC	1,319.40
Total METTLER-TOLEDO INC:				1,683.77
MOUNTAIN HARDWARE				
	85159	02/12/2020	TIE DOWN	41.11
	85159	02/12/2020	DOUG FIR	128.78
	85159	02/12/2020	SPLYFCT3/8X1/2X12SS LL	43.22
	85215	02/12/2020	TUBE VINYL 3/4"	21.54
Total MOUNTAIN HARDWARE:				234.65
MSC INDUSTRIAL SUPPLY				
	85160	02/12/2020	1/2" FIPT PVC SCH80 FITTING	79.56
	85216	02/12/2020	3/4" MALE ADAPTER PVC CONDUIT FITTING	156.68
Total MSC INDUSTRIAL SUPPLY:				236.24
MUNICIPAL RESOURCE GROUP, LLC				
	85250	02/27/2020	LEGAL FEES	10,743.75
	85250	02/27/2020	LEGAL FEES	15,131.25
Total MUNICIPAL RESOURCE GROUP, LLC:				25,875.00
NAPA- SIERRA				
	85161	02/12/2020	DIESEL EXHAUST FLUID	64.89
	85161	02/12/2020	BRAKLEEN	168.87
Total NAPA- SIERRA:				233.76
NATIONAL FIRE PROTECTION				
	79037	02/19/2020	FIRST AID SUPPLIES	489.51-
Total NATIONAL FIRE PROTECTION:				489.51-
NATIONWIDE RETIREMENT SOLUTIONS				
	2142005	02/14/2020	Nationwide Def Comp - NWD Pay Period: 2/15/2020	4,653.24
	2282007	02/28/2020	Nationwide Def Comp - NWD Pay Period: 2/29/2020	4,654.42
Total NATIONWIDE RETIREMENT SOLUTION	NS:			9,307.66
NAVIA BENEFIT SOLUTIONS				
	2112001	02/11/2020	HRA DISBURSEMENTS	159.92
	2112001	02/11/2020	HRA DISBURSEMENTS	586.72
	2112001	02/11/2020	COBRA/PARTICIPANT FEES	922.00
	2182001	02/18/2020	HRA DISBURSEMENTS	248.05
	2282010	02/28/2020	HRA DISBURSEMENTS	90.49
	2282010	02/28/2020	HRA DISBURSEMENTS	250.94

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			2,258.12
85240	02/12/2020	2020 PLANT PAINTING PROJECT BID	636.28
			636.28
85162	02/12/2020	APC SMART UPS	488.5
85162	02/12/2020	APC BACK UPS	190.70
85162	02/12/2020	ROSEWILL PREMIUM	20.64
85162	02/12/2020	SANDISK, FLASH DRIVE	52.50
85162	02/12/2020	APC EXTERNAL BATTERY PACK	171.60
			923.95
05400	00/40/0000	OFFICE SUPPLIES	474.00
85163	02/12/2020	Toner	171.08 872.2 <sup>2</sup>
			1,043.29
85217	02/12/2020	BATTERY	369.57
			369.57
85164	02/12/2020	SERVICE ELEVATOR AT BLDG 71	4,617.24
00104	02/12/2020	SERVICE ELEVITORY II BEDGY	· · ·
			4,617.24
85165	02/12/2020	DIG 33 CLEANING RENTALS	6,026.53
			5,806.53
			700.00
85241	02/12/2020	PROG PAY#1 GODWIN CD1505	12,755.20
			25,288.26
85166	02/12/2020	TRAINING EXP FOR VVWRA AUG 2019	47.45
			47.45
2282001	02/28/2020	CalDEDS 457 & Both Contributions CALDEDS 457 Day Period: 2/45/2020	7,215.16
2282001	02/26/2020	Cairers 457 & Rolli Collisionionis Calrers 457 Fay Fellou. 2/15/2020	
			7,215.16
2142004	02/14/2020	RETIREE HEALTH INSURANCE	153,452.25
			153,452.25
	85162 85162 85162 85162 85163 85163 85163 85164 85165 85165 85165 85241	Check Number         Check Issue Date           85240         02/12/2020           85162         02/12/2020           85162         02/12/2020           85162         02/12/2020           85162         02/12/2020           85163         02/12/2020           85163         02/12/2020           85163         02/12/2020           85163         02/12/2020           85163         02/12/2020           85164         02/12/2020           85165         02/12/2020           85165         02/12/2020           85241         02/12/2020           85241         02/12/2020           2282001         02/28/2020	Check Number   Check Issue Date   Description

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PERS-RETIREMENT				
	2282008	02/28/2020	CalPERS Classic 1235 EE Pickup Pay Period: 2/29/2020	43,229.59
	2282011	02/28/2020	CONTRIBUTION ADJUSTMENT	42,170.04
Total PERS-RETIREMENT:				85,399.63
PETTY CASH				
	85251	02/28/2020	HOME DEPOT SUPPLIES	369.94
Total PETTY CASH:				369.94
PINNACLE TOWERS INC.				
	85167	02/12/2020	TOWER RENTAL	721.99
Total PINNACLE TOWERS INC.:				721.99
PLATT ELECTRIC COMPANY				
	85168	02/12/2020	PIPE STRAP	103.18
	85168	02/12/2020	CHARGE ON PIPE STRAP	7.44
	85168	02/12/2020	COVER-FINAL PAY	133.65
	85168	02/12/2020	PIPE STRAP	189.91
	85218	02/12/2020	3M MV8BCX 8 AWG INS BUTT	529.36
	85218	02/12/2020	SILICONE	128.14
	85218	02/12/2020	LIQUID LIGHT CONDUIT	277.24
Total PLATT ELECTRIC COMPANY:				1,368.92
PRAXAIR DISTRIBUTION INC	05040	02/42/2020	CVI INDED DENTAL	70.00
	85219	02/12/2020	CYLINDER RENTAL	72.28
Total PRAXAIR DISTRIBUTION INC:				72.28
R.F. MACDONALD COMPANY				
	85220	02/12/2020	QUARTERLY BOILER TUNE UP	3,262.50
Total R.F. MACDONALD COMPANY:				3,262.50
RENO BUSINESS INTERIORS				
	85221	02/12/2020	ADMIN MANAGER FURNITURE	5,088.71
Total RENO BUSINESS INTERIORS:				5,088.71
REXEL				
	85169	02/12/2020	SCANPORT	443.18
Total REXEL:				443.18
ROSHELLE CHAVEZ				
	85170	02/12/2020	REIMB CELL PHONE CHAVEZ	42.80
Total ROSHELLE CHAVEZ:				42.80
ROY SMITH COMPANY				
	85171	02/12/2020	LIQUID OXYGEN	3,663.33
	85171	02/12/2020	LIQUID OXYGEN	3,429.30
	85171	02/12/2020	LIQUID OXYGEN	180.50

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	85222	02/12/2020	LIQUID OXYGEN	2,050.40
Total ROY SMITH COMPANY:				13,004.44
RYAN SCHULTZ				
	85172	02/12/2020	REIMBURSEMENT	187.00
	85172	02/12/2020	REIMBURSEMENT	213.00
Total RYAN SCHULTZ:				400.00
SAFETY-KLEEN CORP.				
	85173	02/12/2020	PARTS WASHER	474.54
Total SAFETY-KLEEN CORP.:				474.54
SEAL ANALYTICAL INC				
	85174	02/12/2020	REACTION SEGMENTS, WML SAMPLE CUPS	382.91
Total SEAL ANALYTICAL INC:				382.91
SHRED-IT USA				
	85175	02/12/2020	Shred-It	148.00
Total SHRED-IT USA:				148.00
SIERRA OFFICE SOLUTIONS				
	85223	02/12/2020	SIERRA OFFICE BILL	433.52
Total SIERRA OFFICE SOLUTIONS:				433.52
SIERRA SYSTEMS INC				
	85224	02/12/2020	MONTHLY BILL	600.00
Total SIERRA SYSTEMS INC:				600.00
SNAP-ON INDUSTRIAL				
	85176	02/12/2020	TRITON SCAN TOOL	5,367.89
	85176 85176	02/12/2020 02/12/2020	LOW AMP PROBE FOUR DRAWER SERVICE CART	306.03 657.62
	03170	02/12/2020	TOOK BIVWER SERVICE GART	
Total SNAP-ON INDUSTRIAL:				6,331.54
SOLENIS	85177	02/12/2020	POLYMER	11,968.75
	85225	02/12/2020	POLYMER	876.83
Total SOLENIS:				12,845.58
STANDARD INSURANCE-DENTAL				
	2282002	02/28/2020	Dental Insurance Premiums Dental Insurance - Plan C Pay Period: 2/15/2020	8,012.92
Total STANDARD INSURANCE-DENTAL:				8,012.92
STANDARD INSURANCE-LIFE				
	2032001	02/03/2020	Life Insurance - Employee & Dependant Life Insurance Additional Premium	2,180.46
	2282009 2282009	02/28/2020 02/28/2020	Life Insurance - Employee & Dependant Life Insur Pay Period: 2/15/2020 Life Insurance - Employee & Dependant Dep Life Pay Period: 2/29/2020	1,964.22 6,500.20

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Total STANDARD INSURANCE-LIFE:				10,644.88
STAPLES INC				
	85178 85178	02/12/2020 02/12/2020	DESK CALENDAR BROTHER LABEL MAKERS	106.97 182.87
	03170	02/12/2020	BROTTER EASE WARENO	102.07
Total STAPLES INC:				289.84
SWRCB ACCOUNTING OFFICE				
	85179 85179	02/12/2020 02/12/2020	ANNUAL PERMIT FEE STORM WATER ANNUAL PERMIT FEE 7/1/19-6/30/20	1,400.00 1,638.00
	65179	02/12/2020	ANNOAL FERWIT FEE ////19-0/30/20	1,030.00
Total SWRCB ACCOUNTING OFFICE:				3,038.00
TAHOE SUPPLY COMPANY LLC				
	85180	02/12/2020	SINGLE FOLD TOWELS	173.29
Total TAHOE SUPPLY COMPANY LLC:				173.29
TAHOE TRUCKEE DISPOSAL				
	85226	02/12/2020	JAN CENTRIFUGE	22,419.26
	85226	02/12/2020	JAN SLUDGE	7,217.38
Total TAHOE TRUCKEE DISPOSAL:				29,636.64
THATCHER COMPANY OF CA INC				
	85181	02/12/2020	EMPTIES CHLORINE	4,000.00-
	85181	02/12/2020	Chlorine	7,800.00
	85181 85181	02/12/2020 02/12/2020	Chlorine METHANOL	7,800.00 11,028.42
	85181	02/12/2020	METHANOL	10,856.01
	85227	02/12/2020	HYDROCHLORIC ACID 5%	4,025.58
Total THATCHER COMPANY OF CA INC:				37,510.01
TUOMOOUMEST				-
THOMSON WEST	85182	02/12/2020	THOMSON WEST BILL	325.00
Total THOMSON WEST:				325.00
Total Thomson WEST.				325.00
TRANE COMPANY	85242	02/12/2020	T & M REPAIRS	819.00
	03242	02/12/2020	I WINLEAUNG	
Total TRANE COMPANY:				819.00
TRUCKEE DONNER PUD				
	85183	02/12/2020	ELECTRIC BILL	81,850.80
	85183	02/12/2020	WATER BILL	116.80
	85183	02/12/2020	ELECTRIC BILL	61.66
	85183 85183	02/12/2020 02/12/2020	ELECTRIC BILL ELECTRIC BILL	52.63 27.32
Total TRUCKEE DONNER PUD:				82,109.21
TRUCKET FIRE RECTECT NOT				
TRUCKEE FIRE PROTECT DIST NV COUN	85184	02/12/2020	FIRE SUPPRESSION & PROTECTION SVC	232.01

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Total TRUCKEE FIRE PROTECT DIST NV C	COUN:			232.01
TRUCKEE TAHOE LUMBER	85185	02/12/2020	DOUG FIR	36.00
	85228	02/12/2020	DOUG FIR	36.00
Total TRUCKEE TAHOE LUMBER:				72.00
U.S. BANK BANK CARD DIVISION				
	2282003	02/28/2020	CASE FOR SAMSUNG TABLET, SHOULDER STRAP	8,362.54
Total U.S. BANK BANK CARD DIVISION:				8,362.54
ULINE				
ULINE	85229	02/12/2020	52LB HARDWARE BAG 250/BD	40.55
Total ULINE:				40.55
UNIFIRST CORPORATION	85186	02/12/2020	WAREHOUSE UNIFORMS	10.57
	85186	02/12/2020	SAFETY UNIFORMS	11.14
	85186	02/12/2020	MAINTENANCE UNIFORMS	74.06
	85186	02/12/2020	ENGINEERING UNIFORMS	4.29
	85186	02/12/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85186	02/12/2020	LAB UNIFORMS	11.59
	85186	02/12/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	62.69
	85186	02/12/2020	OPERATIONS UNIFORMS	111.18
	85186	02/12/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85186	02/12/2020	LAB UNIFORMS	68.95
	85186	02/12/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	90.69
	85186	02/12/2020	ENGINEERING UNIFORMS	4.29
	85186	02/12/2020	MAINTENANCE UNIFORMS	73.17
	85186	02/12/2020	SAFETY UNIFORMS	11.14
	85186	02/12/2020	OPERATIONS UNIFORMS	203.98
	85186	02/12/2020	WAREHOUSE UNIFORMS	57.29
	85186	02/12/2020	MAINTENANCE UNIFORMS	750.17
	85186	02/12/2020	LAB UNIFORMS	12.99
	85186	02/12/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	62.69
	85186	02/12/2020	ENGINEERING UNIFORMS	4.29
	85186	02/12/2020	MAINTENANCE UNIFORMS	73.17
	85186	02/12/2020	SAFETY UNIFORMS	11.14
	85186	02/12/2020	WAREHOUSE UNIFORMS	85.23
	85186	02/12/2020	OPERATIONS UNIFORMS	110.53
	85186	02/12/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85186	02/12/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85186	02/12/2020	LAB UNIFORMS	12.99
	85186	02/12/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	81.40
	85186	02/12/2020	ENGINEERING UNIFORMS	4.29
	85186	02/12/2020	MAINTENANCE UNIFORMS	73.17
	85186	02/12/2020	SAFETY UNIFORMS	11.14
	85186	02/12/2020	WAREHOUSE UNIFORMS	10.57
	85186	02/12/2020	OPERATIONS UNIFORMS	110.53
	85243	02/12/2020	LAB UNIFORMS	19.49
	85243	02/12/2020	OPERATIONS UNIFORMS	112.03
	85243	02/12/2020	SAFETY UNIFORMS	21.71
	85243	02/12/2020	MAINTENANCE UNIFORMS	73.17

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	85243	02/12/2020	ENGINEERING UNIFORMS	4.29
	85243	02/12/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	64.41
	85243	02/12/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85248	02/21/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85248	02/21/2020	LAB UNIFORMS	11.59
	85248	02/21/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	64.41
	85248	02/21/2020	ENGINEERING UNIFORMS	4.29
	85248	02/21/2020	MAINTENANCE UNIFORMS	73.17
	85248	02/21/2020	SAFETY UNIFORMS	11.14
	85248	02/21/2020	WAREHOUSE UNIFORMS	10.57
	85248	02/21/2020	OPERATIONS UNIFORMS	150.51
	85248	02/21/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85248	02/21/2020	LAB UNIFORMS	12.19
	85248	02/21/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	64.41
	85248	02/21/2020	ENGINEERING UNIFORMS	4.29
	85248	02/21/2020	MAINTENANCE UNIFORMS	73.17
	85248	02/21/2020	SAFETY UNIFORMS	11.14
	85248	02/21/2020	WAREHOUSE UNIFORMS	10.57
	85248	02/21/2020	OPERATIONS UNIFORMS	112.03
Total UNIFIRST CORPORATION:				3,169.29
INITED PARCEL SERVICE, UPS				
	85187	02/12/2020	UPS SHIPPING CHARGES	73.59
	85244	02/12/2020	UPS SHIPPING CHARGES	49.84
Total UNITED PARCEL SERVICE, UPS:				123.43
NIVAR USA INC.				
	85230	02/12/2020	FERRIC CHLORIDE	11,407.36
Total UNIVAR USA INC.:				11,407.36
ERIZON WIRELESS				
	85188	02/12/2020	VERIZON BILL	444.29
Total VERIZON WIRELESS:				444.29
ICKY LUFRANO				
	85189	02/12/2020	REIMB CELL PHONE LUFRANO	42.80
	85189	02/12/2020	TRAINING EXP REIMB LUFRANO	401.96
Total VICKY LUFRANO:				444.76
WR SCIENTIFIC INC				
	85190	02/12/2020	CARBON STD INORGANIC 16OZ	64.98
	85190	02/12/2020	ELECTRODE LE438 PLASTIC 3 IN 1	1,306.67
	85190	02/12/2020	AMMONIUM HYDROXIDE RE 2500ML	108.18
	85190	02/12/2020	PIPET VOLUMETRIC CLASS A TYPE 1 RED	459.48
	85190	02/12/2020	BURET W/TEF-S/C 25 ML	503.84
	85190	02/12/2020	PIPET VOL CL A 1ML CC UNSRLZD PK6	350.99
Total VWR SCIENTIFIC INC:				2,794.14
WAM CORP. OF AMERICA	85191	02/12/2020	FILTER CARTRIDGE	2,875.11

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		Check Issu	e Dates: 2/1/2020 - 2/29/2020	Mar 03, 2020 04:08PN
Payee	Check Number	Check Issue Date	Description	Amount
Total WAM CORP. OF AMERICA:				2,875.1
WESTERN ENV. TESTING LAB.				
	85192	02/12/2020	4Q19 SLUDGE TESTING	76.9
	85192	02/12/2020	4Q19 SLUDGE TESTING	76.9
	85192	02/12/2020	4Q19 SLUDGE TESTING	76.9
	85192	02/12/2020	4Q19 SLUDGE TESTING	76.9
	85192	02/12/2020	4Q19 SLUDGE TESTING	76.9
	85192	02/12/2020	4Q19 SLUDGE TESTING	76.9
	85249	02/21/2020	4Q19 SLUDGE TESTING	76.9
Total WESTERN ENV. TESTING LAB.:				538.3
VESTERN NEVADA SUPPLY				
	85193	02/12/2020	IEZC511963 PVC 0 NIP	132.2
	85193	02/12/2020	SPEA 2 S PVC 80 UNION	231.6
	85193	02/12/2020	SPEA 880 060 1/4 X 6 SCH 80 PVC NIP	68.0
	85193	02/12/2020	SPEA 2 S PVC 40 CAP	39.4
Total WESTERN NEVADA SUPPLY:				471.4
VILEY, PRICE & RADULOVICH				
	85194	02/12/2020	WILEY PRICE	10,013.50
Total WILEY, PRICE & RADULOVICH:				10,013.5
VORK WORLD				
	85195	02/12/2020	WILCOX BOOTS	194.8
Total WORK WORLD:				194.8
CORO				
	85196	02/12/2020	STEPLADDER	602.4
	85196	02/12/2020	VEST L	373.3
	85196	02/12/2020	HAMMER DRILL	24.8
	85196	02/12/2020	FINAL PAY THREADED CONDUIT GROUNDING HUB	215.9
	85196	02/12/2020	FINAL PAY GND CONNECTOR LAY	20.84
	85196	02/12/2020	GALVANIZED CAP	337.69
	85231	02/12/2020	FLAT INDICATOR LIGHT RED	85.9
Total ZORO:				1,660.9
Grand Totals:				1,070,805.13

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		Check Issu	e Dates: 3/1/2020 - 3/31/2020	Apr 03, 2020 09:40AM
Payee	Check Number	Check Issue Date	Description	Amount
AED Superstore				
	85252	03/18/2020	1YR ARCH SUBSCRIPTION FOR AED	299.96
Total AED Superstore:				299.9
AIRGAS USA LLC				
	85253	03/18/2020	CYLINDER RENTALS	110.6
	85253	03/18/2020	CYLINDER RENTALS	43.7
	85253	03/18/2020	CYLINDER RENTALS	105.09
	85253	03/18/2020	air compressed ultra zero #UN1002	206.79
	85253	03/18/2020	Delivery Fee	52.14
	85253	03/18/2020	Haz Mat	17.8
	85253	03/18/2020	Fuel Surcharge	9.10
	85368	03/18/2020	CYLINDER RENTAL	87.0
	85368 85368	03/18/2020 03/18/2020	CYLINDER RENTAL CYLINDER RENTAL	127.60 43.5:
Total AIRGAS USA LLC:				803.6
ALLIED ELECTRONICS				
	85254	03/18/2020	DEFINITE PURPOSE CONTACTOR	165.70
Total ALLIED ELECTRONICS:				165.76
ALPHA ANALYTICAL INC				
	85255	03/18/2020	WELLS 1Q2020	450.00
	85255	03/18/2020	WELLS RIVERS 1Q2020	260.00
	85255	03/18/2020	WELLS 1Q2020	25.0
	85255	03/18/2020	FEB SLUDGE	14,250.03
	85340	03/18/2020	BARIUMS	385.00
Total ALPHA ANALYTICAL INC:				15,370.03
AMAZON CAPITAL SERVICES				
	85256	03/18/2020	RETRACTABLE CASTERS	125.3
	85256	03/18/2020	K TOOL BUCKET PUMP-BUCKET DOLLY	112.73
	85256	03/18/2020	MIRACLE SEALANTS	473.72
Total AMAZON CAPITAL SERVICES:				711.70
APEX SAW WORKS				
	85257	03/18/2020	BOSCH MAX BITS	378.84
Total APEX SAW WORKS:				378.8
APPLIED FLOW TECHNOLOGY	05250	02/48/2020	Vessly Coffuses Undeted Meiotoppes Assessment for AET Fothers	090.00
	85258	03/18/2020	Yearly Software Updated Maintenance Agreement for AFT Fathom	980.00
Total APPLIED FLOW TECHNOLOGY:				980.00
ARAMARK WORK APPAREL	85259	03/18/2020	ARARMARK	161.29
	85259	03/18/2020	ARAMARK	6.69
	85259	03/18/2020	ARAMARK	10.50
	85259	03/18/2020	ARAMARK	172.04
				6.5
	85259	03/18/2020	ARARMARK	

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	85341	03/18/2020	ARAMARK	148.57
	85341	03/18/2020	ARAMARK	11.67
	85341	03/18/2020	ARAMARK	23.35
	85341	03/18/2020	ARAMARK	.95
	85341	03/18/2020	ARAMARK	5.01
	85369	03/18/2020	ARAMARK UNIFORMS	9.56
	85369	03/18/2020	ARAMARK UNIFORMS	142.55
	85369	03/18/2020	ARAMARK UNIFORMS	13.83
	85369	03/18/2020	ARAMARK UNIFORMS	89.32
	85369	03/18/2020	ARAMARK UNIFORMS	55.63
	85369	03/18/2020	ARAMARK UNIFORMS	11.01
	85369	03/18/2020	ARAMARK UNIFORMS	19.21
	85369	03/18/2020	ARAMARK	11.67
	85369	03/18/2020	ARAMARK MATS	202.47
	85369	03/18/2020	ARAMARK	10.50
	85369	03/18/2020	ARAMARK MATS	156.76
	85369	03/18/2020	ARAMARK	16.13
	85369	03/18/2020	ARAMARK	10.50
	85369	03/18/2020	ARAMARK UNIFORMS	1,223.88
	85369	03/18/2020	CREDIT ARAMARK UNIFORMS	525.23
	85369	03/18/2020	CREDIT ARAMARK UNIFORMS	346.71
	85369	03/18/2020	CREDIT ARAMARK UNIFORMS	351.94
Total ARAMARK WORK APPAREL:				1,306.24
ASBURY ENVIRONMENTAL SERVICES				
ODON' ENVIRONMENTAL DERVIDED	85260	03/18/2020	MIXED FUELS & EMANIFEST EPA FEE	785.00
Total ASBURY ENVIRONMENTAL SERVICES	3:			785.00
AT&T 530 582-0827 966 5				
	85261	03/18/2020	TELEPHONE BILL 966	138.77
	85261	03/18/2020	TELEPHONE BILL 966	1,249.00
Total AT&T 530 582-0827 966 5:				1,387.77
AT&T ACCT #171-800-7674 001				
	85262	03/18/2020	TELEPHONE BILL 001	97.09
	85262	03/18/2020	TELEPHONE BILL 001	873.90
Total AT&T ACCT #171-800-7674 001:				970.99
AT&T ACCT 831-000-6939 380				
	85263	03/18/2020	TELEPHONE BILL 380	132.06
	85263	03/18/2020	TELEPHONE BILL 380	1,188.63
Total AT&T ACCT 831-000-6939 380:				1,320.69
AVAYA INC				
	85264	03/18/2020	AVAYA QTRLY BILL	837.48
Total AVAYA INC:				837.48
BARTKIEWICZ, KRONICK & SHANAHAN				
	85342	03/18/2020	BARTKIEWICZ BILL	8,971.33

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Payee	Check Number	Check Issue Date	Description	Amount
Total BARTKIEWICZ, KRONICK & SHANAHAN:				8,971.33
BATTERIES PLUS	85370	03/18/2020	Trojan T-105 6 Volt Batteries Deep Cycle Flooded	1,003.62
Total BATTERIES PLUS:				1,003.62
BORGES & MAHONEY				
	85265	03/18/2020	PARTIAL- FOR 4 VALVE YOKE	2,304.71
	85371	03/18/2020	Chlorine Ton Tank Yoke Valve Assembly U28262	1,127.85
Total BORGES & MAHONEY:				3,432.56
BRANDON DIMOND				
	85372	03/18/2020	REIMBURSEMENT	400.00
Total BRANDON DIMOND:				400.00
BURLINGAME ENGINEERS				
	85373	03/18/2020	Comp Body/ Sent O-Ring/ Ball pk/2 3050629007	3,611.23
Total BURLINGAME ENGINEERS:				3,611.23
BZ SERVICE STATION MAINTENANCE INC				
BE SERVICE STATION MAINTENANCE INC	85333	03/09/2020	REPAIR & RETEST VENT	1,984.70
Total BZ SERVICE STATION MAINTENANCE INC:				1,984.70
CASELLE				
	85374	03/18/2020	Monthly Service Fee 2019-2020	2,488.00
Total CASELLE:				2,488.00
CASHMAN EQUIPMENT CO.				
	85266	03/18/2020	CAT HYDO SAE 10 HYDRAULIC FLUID	93.58
	85266	03/18/2020	TRAN FLUID, PRIM AIR FILTER, SECOND AIR FILTER	231.45
	85266	03/18/2020	FINAL PAY - TDTO OIL	557.05
Total CASHMAN EQUIPMENT CO.:				882.08
CH2M HILL				
	85343	03/18/2020	TASK ORDER #32 2020 HEADWORKS	23,085.64
	85343	03/18/2020	TASK ORDER #3 ON CALL	1,911.68
Total CH2M HILL:				24,997.32
CLARK PEST CONTROL				
	85375	03/18/2020	CLARK PEST BILL	275.00
Total CLARK PEST CONTROL:				275.00
CORELOGIC INFORMATION SOLUTIONS, IN				
	85267	03/18/2020	MONTHLY CORELOGIC	463.50
Total CORELOGIC INFORMATION SOLUTIONS, II	N:			463.50

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Payee	Check Number	Check Issue Date	Description	Amount
COSTCO WHOLESALE	85344	03/18/2020	Annual Membership 2020	180.00
Total COSTCO WHOLESALE:				180.00
CUTTING IMAGE LLC				
	85268	03/18/2020	#10 ENVELOPES	177.05
Total CUTTING IMAGE LLC:				177.05
CWEA	95360	03/19/2020	MEMBER RENEW CNITH	192.00
	85269 85269	03/18/2020 03/18/2020	MEMBER RENEW SMITH MECH TECH GRD 1 SALINAS	89.00
	85334	03/09/2020	CONFERENCE ATTENDANCE FOR BILL & LAURA	700.00
	85334	03/09/2020	CONFERENCE ATTENDANCE FOR BILL & LAURA	700.00- V
	85338	03/09/2020	CONFERENCE ATTENDANCE FOR BILL & LAURA	700.00
Total CWEA:				981.00
DAMORE, HAMRIC & SCHNEIDER				
DAMORE, HAMRIC & SCHNEIDER	85345	03/18/2020	Preparation of State Controllers Report	6,300.00
Total DAMORE, HAMRIC & SCHNEIDER:				6,300.00
DELL COMPUTER CORP. C/O DELL USA L.				
DELE COMPOTER CORP. C/O DELE COA E.	85270	03/18/2020	Dell Optiplex 3070 Deskltop Computer	1,001.46
	85270	03/18/2020	Optiplex 7070 mt desktop computer	1,916.70
Total DELL COMPUTER CORP. C/O DELL USA L.	.:			2,918.16
DL EQUIPMENT COMPANY INC.				
DE EQUIPMENT COMPANY INC.	85271	03/18/2020	LINK SEAL	178.51
	85346	03/18/2020	Links for link seal EPDM element 316 SS Bolts for 4" Dip x 8" Core	275.76
	85346	03/18/2020	Links for Link seal EPDM Element 316 SS Bolts for 6" Dip x 10" Core	382.99
	85346	03/18/2020	Links for link seal EPDM Element 316 SS Bolts for 8" Dip x 12" Core	347.25
Total DL EQUIPMENT COMPANY INC.:				1,184.51
E&M ELECTRIC				
Edin EEEO Mio	85376	03/18/2020	TIA PORTAL SOFTWARE DEVELOPMENT PART I TRAINING SAN FRANCISCO	2,500.00
Total E&M ELECTRIC:				2,500.00
EASTERN PEOLONAL LANDENA				
EASTERN REGIONAL LANDFILL	85377	03/18/2020	DUMP RUN DESKS AND CHAIRS	32.00
Total EASTERN REGIONAL LANDFILL:				32.00
ENABL INC	85335	03/09/2020	GEOTRACKER	35.00
Total ENABL INC:				35.00
ENVIRONMENTAL WATER SOLUTIONS, INC.	95070	03/40/2020	TIITHII I RI OWED	10 200 00
	85272	03/18/2020	TUTHILL BLOWER	10,360.86

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Total ENVIRONMENTAL WATER SOLUTION:	S. INC.:			10,360.
ASTENAL				
ASTENAL	85273	03/18/2020	S/S/ U BLT 1/4X2 PIPE	43.
	85273	03/18/2020	S/S U-BLT S/16X2 PIPE	45.
Total FASTENAL:				88.
ERGUSON ENTERPRISES,INC. #1423				
	85274	03/18/2020	DIELEC UNION GSKT	8
	85274	03/18/2020	T PLUS 2 PIPE CMPD	19
	85274	03/18/2020	3/4 DIELEC UNION GSKT	(
	85274	03/18/2020	3/4 FIP X SWT DIELEC UNION	55
	85274	03/18/2020	1/2 PT T PLUS 2 PIPE CMPD	134
	85274	03/18/2020	WAF CHK VLV WSS SPRG	925
Total FERGUSON ENTERPRISES, INC. #1423	3:			1,149
IBERGLASS UNLIMITED INC	85275	03/18/2020	REPAIR CASUTIC SCRUBBER	18,617
	05275	03/16/2020	REPAIR CASUTIC SCRUBBER	
Total FIBERGLASS UNLIMITED INC:				18,617
SHER SCIENTIFIC COMPANY				
	85276	03/18/2020	PLATE COUNT AGR 20ML 20PK	50
	85276	03/18/2020	SYRINGE W/ CLEANING SOLUTION	133
	85276	03/18/2020	DRIERITE INDICAT 8 MESH	44
	85276	03/18/2020	TUBE CLRCMP UNMATCH 50ML	764
	85276 85276	03/18/2020 03/18/2020	UV LAMP SODIUM PHENATE SOLN	47: 11:
Table FIGURE CONFILTING COMPANY				
Total FISHER SCIENTIFIC COMPANY:				2,435
YERS ENERGY LLC	85378	03/18/2020	Mobil gear 629 Synthetic Oil for BNR Blowers 5 gallon pails	1,057
	33073	03,10,2020	and general control of the control of general pains	
Total FLYERS ENERGY LLC:				1,057
RAINGER INC., W.W.	95277	03/18/2020	DRAIN CLEANING MITTLEET & DIGHT	5.
	85277	03/18/2020	DRAIN CLEANING MITT LEFT & RIGHT	5
	85277	03/18/2020	BATTERY ALKALINE AAA	2
	85277	03/18/2020	BATTERY ALKALINE AA	2
	85277	03/18/2020	CALIBRATION GAS	16
	85277	03/18/2020	GARDEN HOSE GASKET	40
	85277	03/18/2020	GAUGE, PRESSURE	42
	85379	03/18/2020	Hex Cap Screw 5/8 x 11 36RH61 pk/5	17
	85379 85379	03/18/2020	Washer 1/2" 26L046 pk/5	10
	85379	03/18/2020	Tap Bolt 3/8- 16 41UG81 pk/25	1
	85379	03/18/2020	Washer 5/16 6UKZ0 pk/100	3
	85379	03/18/2020	Washer 3/8 22UG07 pk/50	
	85379	03/18/2020	Hex Nut 1/4-20 4FCA9 pk/100	
	85379	03/18/2020	Split lock washer bolt 1/4 2DA89 pk/100	
	85379	03/18/2020	SAE Washer 1/4 bolt 1JY70 pk/100	
	85379	03/18/2020	Hex cap screw 1/4-20 6HGA3 pk/100	
	85379	03/18/2020	HHCS 1/4-20x4 pk/25 23KZ54	18
	85379	03/18/2020	Hex Nut 5/16-18 2FE53 pk/100	8

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Payee	Check Number	Check Issue Date	Description	Amount
	85379	03/18/2020	Washer 5/16 1JY31 pk/100	7.8
	85379	03/18/2020	Split Lock Washer Bolt 5/16 2DA91 pk/100	3.2
	85379	03/18/2020	Flat Washer 1/2 Bolt 22UH09 pk/50	9.8
	85379	03/18/2020	Split Washer Bolt 1/2 22UH82 pk/25	24.1
	85379	03/18/2020	Seismic Wedge Anchor 1/4 15X085 pk/100	157.5
	85379	03/18/2020	Seismic Wedge Anchor 3/8 15X092 pk/50	394.8
	85379	03/18/2020	Drop-In Anchor No Flange 2G490 pk/50	274.8
	85379	03/18/2020	Acid Gas Cartridge Honewell North N75002L	490.24
Total GRAINGER INC., W.W.:				2,456.02
HACH CHEMICAL COMPANY				
	85278	03/18/2020	CHLORIDE STD SOLN 1000MG/L 500ML, PHOSPHORUS	84.5
	85278	03/18/2020	BOTTOM OVERFLOW VESSEL	97.20
	85278	03/18/2020	FAN INCOMING AIR	258.72
	85278	03/18/2020	SEALING FOR OVERFLOW VESSEL	10.6
	85278	03/18/2020	OVERFLOW VESSEL UPPER	85.9
	85278	03/18/2020	SEALING FOR OVERFLOW VESSEL	22.9
	85278	03/18/2020	FITTING SET 3.2 MM	116.4
	85278	03/18/2020	SATZ FITTINGE KLEIN 1.6 MM	119.20
	85278	03/18/2020	STIRRER MOTOR AMTAX SC	115.70
	85278	03/18/2020	VALVE PUMP CONVERSION KIT PSC & ASC	782.6
	85278	03/18/2020	Stablcal Turbidity std 10 NTU 500 ML 265994	100.2
	85278	03/18/2020	Hardness 1 Buffer Sol'n 100ml MDB	19.8
	85278	03/18/2020	Hardness Titrant Sol'n 100ml MDB 42632	11.8
	85278	03/18/2020	Sulfite 1 Reagent Powder Pillow 220399	39.4
	85278	03/18/2020	FREIGHT	36.2
	85347	03/18/2020	Piston Pump SC Analyzer part # LZY177	2,076.16
Total HACH CHEMICAL COMPANY:				3,977.99
IUNT & SONS INC.	05070	00.110.10000		4.040.0
	85279	03/18/2020	UNLEADED GAS	1,342.80
	85380	03/18/2020	Chevron Regal R & O Heavy/ Medium Bearing Oil 55 gallons	1,091.08
	85380	03/18/2020	Chevron GST ISO 32 10 WT Turbine Oil 55 Gallons	952.00
Total HUNT & SONS INC.:				3,385.88
LEANA VASSILIOU				
	85348	03/18/2020	ILEANA TRAINING	1,000.0
	85348	03/18/2020	ILEANA TRAINING	400.00
	85348	03/18/2020	ILEANA TRAINING	2,000.0
	85348 85348	03/18/2020 03/18/2020	ILEANA TRAINING ILEANA TRAINING	200.00 600.00
Total ILEANA VASSILIOU:				4,200.00
NFOSEND				
	85280	03/18/2020	PROGRAMMING FEE SOFTWARE CONVERSION CASELLE	4,900.00
	85280	03/18/2020	STATEMENT DATA PROCESSING	553.44
Total INFOSEND:				5,453.44
NSTRUMART.COM		00/10/0000	FFF DIT DEDI AGENENT	
	85281	03/18/2020	EFF PIT REPLACEMENT	567.83
	85281	03/18/2020	EFF PIT REPLACEMENT	2,747.50

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Total INSTRUMART.COM:				3,315.33
J&L PRO KLEEN INC	85282	03/18/2020	JANITORIAL SVC FEB	2,300.00
Total J&L PRO KLEEN INC:				2,300.00
JESUS ZARATE				
	85381 85381	03/18/2020 03/18/2020	REIMBURSEMENT REIMBURSEMENT	80.00 192.71
Total JESUS ZARATE:				272.71
JOHNSON CONTROLS FIRE PROTECTION LP				
	85283 85283	03/18/2020 03/27/2020	PANIC ALARM SYSTEM PANIC ALARM SYSTEM	1,329.04 1,329.04-
	85283	03/18/2020	PANIC ALARM SYSTEM	219.33
	85283	03/27/2020	PANIC ALARM SYSTEM	219.33-
Total JOHNSON CONTROLS FIRE PROTECTION	ILP:			.00
JOHNSON CONTROLS SECURITY SOLUTIONS				
	85403 85403	03/27/2020 03/27/2020	PANIC ALARM SYSTEM PANIC ALARM SYSTEM	1,329.04 219.33
Total JOHNSON CONTROLS SECURITY SOLUTI	ONS:			1,548.37
JONES-WEST FORD				
	85349 85349	03/18/2020 03/18/2020	GL1Z-7860044-AD Seat Belt Buckle 4L3Z-17L707-AA Driver Side Mirror Glass	67.42 37.72
Total JONES-WEST FORD:				105.14
KEN GRADY CO. INC				
	85350	03/18/2020	Chlorine 2PPM Nitrogen Balance 58L-252-2	380.58
Total KEN GRADY CO. INC:				380.58
KONICA MINOLTA BUSINESS SOLUTIONS U				
	85284 85382	03/18/2020 03/18/2020	KONICA MONTHLY KONICA MONTHLY BILL	130.58
Total KONICA MINOLTA BUSINESS SOLUTIONS	U:			261.16
LHOIST NORTH AMERICA				
	85285	03/18/2020	HYDRATED LIME	8,825.37
	85285 85285	03/18/2020	HYDRATED LIME HYDRATED LIME	8,747.90
	85351	03/18/2020 03/18/2020	HYDRATED LIME	8,793.68 8,747.90
	85351	03/18/2020	HYDRATED LIME	8,476.73
Total LHOIST NORTH AMERICA:				43,591.58
LIBERTY UTILITIES				
	85286 85286	03/18/2020 03/18/2020	ELECTRIC BILL  ELECTRIC BILL	47.17 40.14

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	85383	03/18/2020	ELECTRIC BILL	20.5
	85383	03/18/2020	ELECTRIC BILL	38.97
	85383	03/18/2020	ELECTRIC BILL	22.57
Total LIBERTY UTILITIES:				169.39
MAGID GLOVE & SAFETY CO LLC	05007	00/40/0000	0.1077170770 01.01/70	504.00
	85287	03/18/2020	CARTRIDGES, GLOVES	594.62
Total MAGID GLOVE & SAFETY CO LLC:				594.62
MALLORY SAFETY SUPPLY LLC	85288	03/18/2020	SUREAL POLY HARNESS, TWIN ADAPTER	308.03
	85288	03/18/2020	MOUNTING BRACKET	56.18
Total MALLORY SAFETY SUPPLY LLC:				364.21
MCMASTER-CARR	85289	03/18/2020	HOPPER EXTRA WHEELS	3,091.89
	85289	03/18/2020	STABLE RIDE SINGLE CYLINDER	172.13
	85352	03/18/2020	Sch 80 Straight Adapter 1" Socket Connect Femail x 1" NPT Male Prt # 4596k856	69.65
Total MCMASTER-CARR:				3,333.67
MICHAEL PEAK				
	85290	03/18/2020	REIMBURSEMENT	415.00
Total MICHAEL PEAK:				415.00
MOTION INDUSTRIES				
	85291	03/18/2020	WIKA HYDRAULIC GAUGE, 100PSI 1/4" NPT LOWER MOUNT MFR#00287583	92.72
	85291 85291	03/18/2020 03/18/2020	SKF OIL SEAL 17392 SKF NTN RADIAL DEEPGROVE BALL BEARING 6310C3	80.71 378.15
	00231	00/10/2020	ON INVIOUND DEED GROVE BALE BEAUTION OF THE	070.10
Total MOTION INDUSTRIES:				551.58
MOUNTAIN HARDWARE	85353	02/48/2020	Muriatic Acid Calles battles	77.85
	85384	03/18/2020 03/18/2020	Muriatic Acid Gallon bottles water regulators	119.05
	85384	03/18/2020	COMMAND HOOK, ACID MURIATIC	103.81
	85384	03/18/2020	BLEACH	8.65
Total MOUNTAIN HARDWARE:				309.36
MSC INDUSTRIAL SUPPLY				
	85292	03/18/2020	POLYETHYLENE TUBING	169.28
Total MSC INDUSTRIAL SUPPLY:				169.28
NALCO COMPANY	05000	00/40/0000	NEVOLUE	0.704.07
	85293	03/18/2020	NEXGUARD	6,721.37
Total NALCO COMPANY:				6,721.37
NAPA- SIERRA		00/45/2000	000 001/4 551	
	85294 85385	03/18/2020 03/18/2020	CRC BRAKLEEN BATTERY M/C/SPECIALTY	84.44 104.93
	60300	03/10/2020	DATIENT W/O/OFECIALIT	104.93

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	85385	03/18/2020	520 CA CORE	1.
	85385	03/18/2020	OIL FILTER VHCL 26	21.
	85385	03/18/2020	AIR FILTER VHCL 26	59.
	85385	03/18/2020	Belt Idler Pulley 36227	39
	85385	03/18/2020	Belt Tensioner Assembly 38178	40.
	85385	03/18/2020	Belt Tensioner Pulley 36101	17.
	85385	03/18/2020	CREDIT MEMO	59.
	85385	03/18/2020	SHRINK TUBING	104.
	85385	03/18/2020	CREDIT MEMO	104
	85385	03/18/2020	BATTERY CABLE	32
	85385	03/18/2020	CREDIT MEMO	17
	85385	03/18/2020	Battery	116
	85385	03/18/2020	Core deposit	18
	85385	03/18/2020	CA Battery	1
	85385	03/18/2020	Core deposit	18
Total NAPA- SIERRA:				442
BENEFIT SOLUTIONS				
	3262001	03/26/2020	HRA DISBURSEMENTS	997
	3262001	03/26/2020	HRA DISBURSEMENTS	465
	3262001	03/26/2020	HRA DISBURSEMENTS	80
	3262001	03/26/2020	HRA DISBURSEMENTS	500
	3262001	03/26/2020	HRA DISBURSEMENTS	425
	3262001	03/26/2020	HRA DISBURSEMENTS	85
	3262001	03/26/2020	HRA DISBURSEMENTS	156
	3262001	03/26/2020	HRA DISBURSEMENTS	253
	3262001	03/26/2020	HRA DISBURSEMENTS	30
	3262001	03/26/2020	HRA DISBURSEMENTS	20
	3262001	03/26/2020	HRA DISBURSEMENTS	2
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	10
	30520201	03/05/2020	CORBA/PARTICIPANT FEES	5
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	1
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	25
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	5
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	13
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	6
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	2
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	1
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	36
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	18
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	4
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	90
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	18
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	49
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	22
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	9
	30520201	03/05/2020	COBRA/PARTICIPANT FEES	4
	30520201	03/05/2020	HRA DISBURSEMENTS	335
	30520201	03/05/2020	HRA DUSBURSEMENTS	20
Total NAVIA BENEFIT SOLUTIONS:				3,693.
DA ENERGY				

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Total NEVADA ENERGY:				240
EWARK ELECTRONICS	85295	03/18/2020	CABLE MICRO HDMI PLUG	29
Total NEWARK ELECTRONICS:				29
EWEGG INC				
EWEGG INC	85387	03/18/2020	APC SMT1500C UPS	507
	85387	03/18/2020	APC BR700G UPS	579
Total NEWEGG INC:				1,086
FFICE DEPOT	05000	02/40/2020	OFFICE CURRUES	424
	85296 85296	03/18/2020	OFFICE SUPPLIES	134 74
	85296 85296	03/18/2020 03/18/2020	OFFICE SUPPLIES OFFICE SUPPLIES	219
	85354	03/18/2020	HP Color Laser Jet Pro M477fnw CF377A 896462MFP M479fdw	649
	85354	03/18/2020	Yellow Toner CE402A 680143	21:
	85388	03/18/2020	HP CF410X Black Toner for M477 308739	39
	85388	03/18/2020	At-A-Glance Calendar (Jan-Dec 2020) PM3-28 15 1-1/2" 22 3/4"	1
	85388	03/18/2020	HP extra tray for M477 printer 550 sheet 156356	20
	85388	03/18/2020	White copy paper general purposer letter size 8-1/2 x 11 case	51
Total OFFICE DEPOT:				2,428
AC MACHINE CO.				
	85297	03/18/2020	CREDIT FOR MOBILIZATION	1,30
	85297	03/18/2020	MOBILIZATION FOR DEWATERING BOX	2,60
	85297	03/18/2020	DEMOBILIZATION	1,25
	85297	03/18/2020	DEMOBILIZATION	1,25
	85297	03/18/2020	DEWATERING BOX, MICRON	5,09
	85297	03/18/2020	DEWATERING BOX, MICRON	2,66
	85297	03/18/2020	400 MICRON LINERS	98
	85297	03/18/2020	400 MICRON LINER	1,34
	85297	03/18/2020	400 MICRON LINERS	3,92
	85297	03/18/2020	400 MICRON LINERS	1,71
	85297	03/18/2020	DELIVERY CHARGES	1,12
	85297	03/18/2020	CREDIT MEMO FRO MICRONS LINERS	1,35
Total PAC MACHINE CO.:				19,28
D BLOWERS INC				
	85298 85298	03/18/2020 03/18/2020	OIL SEAL LIP OIL SEAL LIP	9
Total PD BLOWERS INC:				18
RS 457 PLAN				
	3112001	03/11/2020	CalPERS 457 & Roth Contributions PERS Roth Pay Period: 2/29/2020	12
	3112001	03/11/2020	CalPERS 457 & Roth Contributions PERS Roth Pay Period: 2/29/2020	70
	3112001	03/11/2020	CalPERS 457 & Roth Contributions CALPERS 457 Pay Period: 2/29/2020	60
	3112001	03/11/2020	CalPERS 457 & Roth Contributions CALPERS 457 Pay Period: 2/29/2020	5,79
Total PERS 457 PLAN:				7,21

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PINNACLE TOWERS INC.				
	85299	03/18/2020	TOWER RENTAL	721.99
Total PINNACLE TOWERS INC.:				721.99
PLATT ELECTRIC COMPANY				
	85355 85355	03/18/2020 03/18/2020	Appleton 3 piece coupling 1/2" EC50 Appleton 1 hole conduit strap 1/2" CL50MN	160.0 27.8
Total PLATT ELECTRIC COMPANY:				187.9
POLARIS INDUSTRIES INC				
	85300	03/18/2020	RANGER XP 1000 EP	31,408.9
Total POLARIS INDUSTRIES INC:				31,408.94
PRAXAIR DISTRIBUTION INC				
	85356	03/18/2020	CYLINDER RENTAL	72.28
Total PRAXAIR DISTRIBUTION INC:				72.28
PROGRESSIVE BUSINESS PUBLICATIONS	85301	03/18/2020	ENVIRONMENTAL COMPLIANCE ALERT	299.0
Total PROGRESSIVE BUSINESS PUBLICATIONS				299.0
	•			
RED WING BUSINESS ADVANTAGE ACCOUNT	85357	03/18/2020	BOOTS WOODS	184.0
	85357	03/18/2020	BOOTS PINDAR	147.2
	85389 85389	03/18/2020	BOOTS SCHULTZ	234.6
	85389	03/18/2020 03/18/2020	BOOTS GARCIA BOOTS BENTLEY	141.2 <sup>*</sup> 185.1 <sup>*</sup>
Total RED WING BUSINESS ADVANTAGE ACCC	UNT:			892.33
RENO GAZETTE & JOURNAL				
	85302 85302	03/18/2020 03/18/2020	MAINTENANCE SUPERVISOR ADVERTISING IT SPECIALIST ADVERTISING	1,404.1 1,404.1
Total DENO CAZETTE & JOURNAL.	00002	33, 13, 2323		
Total RENO GAZETTE & JOURNAL:				2,808.33
REXEL	85390	03/18/2020	AB SERVICE	2,912.50
Total REXEL:				2,912.50
RICHARD PALLANTE				
	85303	03/18/2020	REIMBURSEMENT	277.00
	85303	03/18/2020	REIMBURSEMENT	139.00
Total RICHARD PALLANTE:				416.00
ROBERT HOLMES	85391	03/18/2020	REIMBURSEMENT 2017	20.0
	85391	03/18/2020	REIMBURSEMENT 2018	400.00
	85391	03/18/2020	REIMBURSEMT 2019	400.00
	85391	03/18/2020	REIMBURSEMENT 2017	159.10

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	85391	03/18/2020	REIMBUREMENT 2018	400.00
	85391	03/18/2020	REIMBURSEMENT2019	20.00
Total ROBERT HOLMES:				1,399.10
ROCKWELL SOLUTIONS				
	85358	03/18/2020	6" x 1.75" D1 Nozzle Glass Lined Vaughn serial # 72447	3,345.54
Total ROCKWELL SOLUTIONS:				3,345.54
ROSHELLE CHAVEZ				
	85304	03/18/2020	REIMB CELL PHONE CHAVEZ	42.80
Total ROSHELLE CHAVEZ:				42.80
ROY SMITH COMPANY				
	85305	03/18/2020	LIQUID OXYGEN	822.15
	85305	03/18/2020	LIQUID OXYGEN	2,791.48
	85359	03/18/2020	LIQUID OXYGEN	3,665.62
Total ROY SMITH COMPANY:				7,279.25
SAFETY-KLEEN CORP.				
	85392	03/18/2020	Service auto shop parts cleaner	221.88
	85392	03/18/2020	service maintenance shop parts cleaner	221.88
	85392	03/18/2020	Recovery fee	28.85
	85392	03/18/2020	e mainifest fee	20.00
Total SAFETY-KLEEN CORP.:				492.61
SAFEWAY INC.				
	85306	03/18/2020	SAFEWAY GROCERIES	194.87
	85360	03/18/2020	SAFEWAY GROCERIES	589.71
Total SAFEWAY INC.:				784.58
SCOTT FLEMING				
	85307	03/18/2020	CAPE RENEW EXP REIMBURSEMENT	143.15
Total SCOTT FLEMING:				143.15
SIERRA SYSTEMS INC				
SIERRA STSTEMS INC	85308	03/18/2020	MONTHLY SIERRA SYSTEM	600.00
Total SIERRA SYSTEMS INC:				600.00
SOLUTIONS II				
SOLUTIONS II	85336	03/09/2020	CONSULTING SERVICES	250.00
	85336	03/09/2020	Contract for Payroll Services & Hotline Assistance (07-01-19 to 06-30-20)	1,140.00
	85336	03/09/2020	Contract for A/P, G/L & Hotline Assistance (07-01-19 to 06-30-20)	3,940.00
	85361	03/18/2020	Monthly/Hourly Support - Professional Consulting Services (February)	125.00
Total SOLUTIONS II:				5,455.00
SOUTHWEST GAS CORP.				
	85337	03/09/2020	NATURAL GAS	602.70
	85337	03/09/2020	NATURAL GAS	602.70- V

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	85337	03/09/2020	NATURAL GAS	5,424.2
	85337	03/09/2020	NATURAL GAS	5,424.2
	85337	03/09/2020	NATURAL GAS	243.7
	85337	03/09/2020	NATURAL GAS	243.7
	85337	03/09/2020	NATURAL GAS	2,193.2
	85337	03/09/2020	NATURAL GAS	2,193.2
	85339	03/09/2020	NATURAL GAS	602.7
	85339	03/09/2020	NATURAL GAS	5,424.2
	85339	03/09/2020	NATURAL GAS	243.7
	85339	03/09/2020	NATURAL GAS	2,193.2
	85362	03/18/2020	NATURAL GAS	1,071.1
	85362	03/18/2020	NATURAL GAS	9,640.2
	85362	03/18/2020	NATURAL GAS	454.2
	85362	03/18/2020	NATURAL GAS	4,088.4
Total SOUTHWEST GAS CORP.:				23,718.0
ARKS ELECTRIC MOTOR REPAIR				
	85309	03/18/2020	BALDOR CAT	591.1
Total SPARKS ELECTRIC MOTOR REPAIR:				591.1
APLES INC	85310	03/18/2020	PARTIAL PAY- LEGAL TABS, NOTE PAD	93.7
Total STAPLES INC:				93.7
				30.7
ATE SUPPLY COMPANY	85311	03/18/2020	ASCO VALVE PART #8210G3 SKU AQ1075 3/4" NPT BRASS SOLENOID VALVE	612.0
Total STATE SUPPLY COMPANY:				612.0
ONE'S COUNTRY TIRE				
	85363	03/18/2020	TIRES FOR VHCL-08	728.3
	85393	03/18/2020	Chevy Traverse Front Alignment	89.9
Total STONE'S COUNTRY TIRE:				818.2
PER BRIGHT LEDS INC				
	85312	03/18/2020	MWP2-40K30W-SAFBR 30 watt LED Wall Pack	1,241.6
Total SUPER BRIGHT LEDS INC:				1,241.6
HOE FOREST HOSP. DIST./TAHOE WORX	05040	00/40/0000	FUEL OVER CORPERING	500.0
	85313	03/18/2020	EMPLOYEE SCREENING	500.0
	85313	03/18/2020	EMPLOYEE SCREENING	222.0
Total TAHOE FOREST HOSP. DIST./TAHOE WO	PRX:			722.0
HOE SUPPLY COMPANY LLC				
	85314 85314	03/18/2020 03/18/2020	TOWELS, DETERGENT LINER ROLLS	284.3 320.9
				605.3
Total TAHOE SUPPLY COMPANY LLC:				
Total TAHOE SUPPLY COMPANY LLC:				

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Payee	Check Number	Check Issue Date	Description	Amount
	85402	03/27/2020	February Sludge	14,250.03
Total TAHOE TRUCKEE DISPOSAL:				25,463.43
TESCO CONTROLS INC				
	85394	03/18/2020	C-6 COMPRESSOR ASSEMBLY	866.00
Total TESCO CONTROLS INC:				866.00
TEXAS REFINERY CORP.				
	85316	03/18/2020	PARTIAL VARI-PURPOSE SAE	2,610.01
Total TEXAS REFINERY CORP.:				2,610.01
THATCHER COMPANY OF CA INC				
	85317	03/18/2020	Chlorine	7,800.00
	85317	03/18/2020	EMPTIES CHLORINE	4,000.00
	85317 85317	03/18/2020 03/18/2020	METHANOL METHANOL	10,800.59 11,255.62
	85317	03/18/2020	Chlorine	7,800.00
	85317	03/18/2020	EMPTIES CHLORINE	4,000.00
	85364	03/18/2020	METHANOL	11,390.84
	85364	03/18/2020	CHLORINE	7,800.00
Total THATCHER COMPANY OF CA INC:				48,847.05
THOMAS AND ASSOCIATES				
	85318	03/18/2020	SHAFT SLEEVE #5827 16000GORMAN RUPP	196.31
	85318	03/18/2020	VOLULE GASKET 4820G 20000 GORMAN RUPP	125.94
Total THOMAS AND ASSOCIATES:				322.25
THOMSON WEST				
	85319	03/18/2020	THOMSON WEST BILL	325.00
	85395	03/18/2020	THOMSON WEST	325.00
Total THOMSON WEST:				650.00
TRITECH SOFTWARE SYSTEMS	05000	02/40/2020	LUCITY COFTMARE	000.00
	85320	03/18/2020	LUCITY SOFTWARE	900.00
Total TRITECH SOFTWARE SYSTEMS:				900.00
TRUCKEE DONNER PUD	05224	02/48/2020	ELECTRIC BILL	0.426.06
	85321 85321	03/18/2020 03/18/2020	ELECTRIC BILL ELECTRIC BILL	8,436.86 75,931.78
	85321	03/18/2020	WATER BILL	11.68
	85321	03/18/2020	WATER BILL	105.12
	85321	03/18/2020	ELECTRIC BILL	2.73
	85321	03/18/2020	ELECTRIC BILL	24.59
	85321	03/18/2020	ELECTRIC BILL	5.42
	85321	03/18/2020	ELECTRIC BILL	48.85
	85321	03/18/2020	ELECTRIC BILL	6.33
	85321	03/18/2020	ELECTRIC BILL	56.98
Total TRUCKEE DONNER PUD:				84,630.34

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U.S. BANK BANK CARD DIVISION				
	3252001	03/25/2020	ADHOC MEETING	106.4
	3252001	03/25/2020	RALEY'S CARD USED IN ERROR	25.04
	3252001	03/25/2020	FUEL	40.00
	3252001	03/25/2020	SUPPLIES	89.9
	3252001	03/25/2020	MANAGER'S MEETING	90.00
	3252001	03/25/2020	AREA MANAGER'S MEETING	78.7
	3252001	03/25/2020	FUEL CHAMPERS AND CHRASHRAM MEMBERS LUEDANG	65.0
	3252001 3252001	03/25/2020 03/25/2020	CHAMBERS AND SHRA/SHRM MEMBERS LUFRANO MONTHLY BILLING	59.9 900.0
	3252001	03/25/2020	MONTHLY BILLING	237.50
	3252001	03/25/2020	MONTHLY BILLING	60.0
	3252001	03/25/2020	MONTHLY BILLING	7.3
	3252001	03/25/2020	MONTHLY BILLING	50.00
	3252001	03/25/2020	MONTHLY BILLING	82.50
	3252001	03/25/2020	MONTHLY BILLING	547.93
	3252001	03/25/2020	LOGITECH R-400 REMOTE CONTROL	43.29
	3252001	03/25/2020	APC SMART UPS SMX3000 LVNC	2,207.00
	3252001	03/25/2020	FUJITSU CLEANING SUPPLIES KIT	105.9
	3252001	03/25/2020	RIDGID 49032 FRONT GUIDE HOSE ASSEMBLY	93.9
	3252001	03/25/2020	ARIAT BOOTS ZARATE	238.10
	3252001	03/25/2020	RED CARD STOCK - DO NOT USE TAG	71.2
	3252001	03/25/2020	SNAGIT 2020	49.99
	3252001	03/25/2020	NIKON PROSTAFF 1000 RANGEFINDER	184.0
	3252001	03/25/2020	DIMOND 2020 WINTER BOOTS	227.20
	3252001	03/25/2020	MOTOR SAVERS STOCK	920.73
	3252001	03/25/2020	TIMKEN BALL BEARING	920.34
	3252001	03/25/2020	SUPPLIES	289.24
	3252001	03/25/2020	DUST BAG RIDGID WET/DRY VAC	73.9
	3252001	03/25/2020	BARKDALE MECH PRESSURE SWITCH	518.95
	3252001	03/25/2020	STAINLESS STEEL BLANK METAL TAG	102.10
	3252001	03/25/2020	SALINAS WINTERBOOTS	216.49
	3252001	03/25/2020	MICROWAVE	48.7
	3252001	03/25/2020	MICROWAVE	48.70
	3252001	03/25/2020	CABLE TIE'S STOCK PARTIAL ORDER RECEIVED	106.52
	3252001	03/25/2020	IGOTECH DX INSTANT ANTIFOG CLOTH	38.47
Total U.S. BANK BANK CARD DIVISION:				8,945.33
ULINE				
	85322	03/18/2020	3M SAFETY WALK 610 2"X60"	234.93
	85322	03/18/2020	Universal Sorbent Pads S-17294 cases	274.80
	85365	03/18/2020	2 Shelf Pallet Rack 96"x48"x96" H-5716	510.10
	85365	03/18/2020	46"x48" Wire decking H-5725	155.87
	85396	03/18/2020	2" HD anit-slip tape 2"x60' black	199.92
Total ULINE:				1,375.62
UNIFIRST CORPORATION				
	85323	03/18/2020	INSTRUMENTATION & ELECTRICAL UNIFORMS	64.4
	85323	03/18/2020	OPERATIONS UNIFORMS	112.03
	85323	03/18/2020	MAINTENANCE UNIFORMS CREDIT	40.1
	85323	03/18/2020	MAINTENANCE UNIFORMS	73.1
	85323	03/18/2020	WAREHOUSE UNIFORMS	10.5
	85323	03/18/2020	WAREHOUSE UNIFORMS CREDIT	40.6
	85323	03/18/2020	SAFETY UNIFORMS	11.14
	85323	03/18/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34

		Officer 1930	e Dates: 3/1/2020 - 3/31/2020	Apr 05, 2020 09:40AW
Payee	Check Number	Check Issue Date	Description	Amount
	85323	03/18/2020	INFORMATION TECHNOLOGY UNIFORMS CREDIT	43.91
	85323	03/18/2020	LAB UNIFORMS	12.19
	85323	03/18/2020	LAB UNIFORMS CREDIT	39.66
	85323	03/18/2020	ENGINEERING UNIFORMS	4.29
	85323	03/18/2020	ENGINEERING UNIFORMS CREDIT	46.96
	85366	03/18/2020	MAINTENANCE UNIFORMS	61.14
	85366	03/18/2020	OPERATIONS UNIFORMS	112.03
	85366	03/18/2020	INFORMATION TECHNOLOGY UNIFORMS	7.34
	85366	03/18/2020	LAB UNIFORMS	12.19
	85366	03/18/2020	I & E UNIFORMS	64.41
	85366	03/18/2020	ENGINEERING UNIFORMS	4.29
	85366	03/18/2020	SAFETY UNIFORMS	11.14
	85397	03/18/2020	SAFETY UNIFORMS	12.42
	85397	03/18/2020	MAINTENANCE UNIFORMS	84.55
	85397	03/18/2020	ENGINEERING UNIFORMS	13.83
	85397	03/18/2020	I & E UNIFORMS	68.17
	85397	03/18/2020	IT UNIFORMS	8.44
	85397	03/18/2020	LAB UNIFORMS	15.15
	85397	03/18/2020	OPERATIONS UNIFORMS	120.34
Total UNIFIRST CORPORATION:				679.26
SA BLUE BOOK	85324	03/18/2020	CHLORINE PIG TAILS, LEAD GASKET, MANIFOLD VALVE	1,781.07
Total USA BLUE BOOK:	00021	33/10/2023		1,781.07
TOTAL USA BLUE BOOK.				1,761.07
ARIED PRODUCTS	85325	03/18/2020	ALL PURPOSE PRO TOWELS	556.34
	85401	03/19/2020	LARGE NIRTILE GLOVES CASE	1,146.37
	85401	03/19/2020	XL NITRILE GLOVES CASE	1,146.37
	85401	03/19/2020	XXL NITRILE GLOVES CASE	1,200.49
	85401	03/19/2020	MEDIUM NITRILE GLOVES CASE	1,316.37
	85401	03/19/2020	LARGE NITRILE GLOVES ASTRO GRIP 66573 CASE	1,316.36
	85401	03/19/2020	XL NITRILE GLOVES ASTRO GRIP 66574 CASE	1,146.37
	85401	03/19/2020	XXL NITRILE GLOVES ASTRO GRIP 66575 CASE	1,146.37
	85401	03/19/2020	MEDIUM NITRILE GLOVES ASTRO GRIP CASE	1,146.37
Total VARIED PRODUCTS:				10,121.41
ERIZON WIRELESS				
	85326	03/18/2020	VERIZON BILL	79.00
	85326	03/18/2020	OPERATIONS VERIZON BILL	207.29
	85326	03/18/2020	MAINTENANCE VERIZON BILL	79.00
	85326	03/18/2020	IT VERIZON BILL	143.36
	85326	03/18/2020	ENGINEERING VERIZON BILL	50.06
Total VERIZON WIRELESS:				558.71
CKY LUFRANO				
	85327	03/18/2020	REIMB CELL PHONE LUFRANO	42.80
Total VICKY LUFRANO:				42.80
R SCIENTIFIC INC			7.70.0	
	85328	03/18/2020	TUBING 180 PVC	598.86
	85328	03/18/2020	PIPET TRANS GRAD 5ML	312.33

Check Issue Dates: 3/1/2020 - 3/31/2020		e Dates: 3/1/2020 - 3/31/2020	Apr 03, 2020 09:40AM	
Payee	Check Number	Check Issue Date	Description	Amount
	85328	03/18/2020	TUBING SL	312.4
	85328	03/18/2020	TUBING SL 188X .375IN	195.29
	85328	03/18/2020	JUG AMBER 80 OZ	127.9
	85328	03/18/2020	SULFATE IC STD	41.6
	85328	03/18/2020	FILTER PAPER	3,332.73
	85328	03/18/2020	GLOVE NITRILE PF M	163.07
	85328	03/18/2020	FUNNEL GLASS	255.40
	85328	03/18/2020	GLASS DISP FLOOR	176.75
	85328	03/18/2020	POTASS CHLORIDE	136.72
	85398	03/18/2020	VWR Timer 62344-586	305.04
	85398	03/18/2020	Ammonia Nirtogen Std 1000 ppm 500ml RC545516	58.91
Total VWR SCIENTIFIC INC:				6,017.13
VESTERN NEVADA SUPPLY				
	85329	03/18/2020	BONNET STEM KIT	52.00
	85329	03/18/2020	VAC BREAKER	521.09
	85329	03/18/2020	304 SS PIPE CLMP	408.64
	85329	03/18/2020	VAC BREAKER, POPPET KIT	210.44
	85329	03/18/2020	LINK SEAL	155.88
	85329	03/18/2020	CHRI RED HOT BLUE GLUE QT	46.79
	85329	03/18/2020	CHRI PRPL PRIMER QT	31.99
	85329	03/18/2020	100A RUBBER FLAP CHECK	1,144.06
	85329	03/18/2020	100A RUBBER FLAP CHECK	1,144.06
	85329	03/18/2020	STREET ELBOW 90 DEGREES FNPT X MNPT 2" PIPE SIZE GALVENIZED PFM	155.94
Total WESTERN NEVADA SUPPLY:				3,870.89
NILEY, PRICE & RADULOVICH				
	85330	03/18/2020	WILEY PRICE	11,238.30
	85399	03/18/2020	WILEY PRICE BILL	15,287.00
Total WILEY, PRICE & RADULOVICH:				26,525.30
WORK WORLD				
	85331	03/18/2020	MESSERSCHMIDT BOOTS	162.38
	85367	03/18/2020	BOOTS GILMORE	140.72
	85400	03/18/2020	BOOTS FARRANT	140.72
Total WORK WORLD:				443.82
ZORO				
	85332	03/18/2020	PRESSURE SWITCH	248.99
	85332	03/18/2020	ACTUATOR 24V	377.29
	85332	03/18/2020	ACTUATOR 24 V SPRING RETURN	377.29
Total ZORO:				1,003.57
Grand Totals:				553,648.11



### TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

**From:** Roshelle Chavez, Administrative Manager

Item: IV-3

**Subject:** Approval of financial Statements

#### **Background**

Attached are the financial statements for January, February and March 2020; each of which include (1) fund summaries, (2) end of month cash balances, and (3) L.A.I.F. statements.

Summaries are provided for Fund 00: Administration; Fund 01: Operations and Maintenance; Fund 02: Wastewater Capital Reserve Fund; Fund 04: State Revolving Fund Wastewater Capital Reserve Fund; Fund 06: Replacement, Rehabilitation and Upgrade; and Fund 07: Emergency Reserve Fund.

Summaries of the expenditure and revenue activity are provided for Funds 00, 01, 02 and 06.

The end of month combined cash investment table provides the end of month balances for all Agency cash accounts, which reconciles with Agency end of month fund balances.

The L.A.I.F. statement provides detail on activity within the account.

#### **Fiscal Impact**

None.

#### **Attachments**

Report of financial statements.

#### Recommendation

Management recommends approval of the financial statements.

#### **Review Tracking**

Submitted By:

Roshelle Chavez

Administrative Manager

Approved By:

Cararal Managar

General Manager



#### Tahoe-Truckee Sanitation Agency Fund 00: Administration Fiscal Year 2019 - 2020 Period Ending January 31, 2020

	Budget \$	Month \$	Month %	YTD \$	YTD %
REVENUE	1.0.220.00.00	TO A PLAN	390.6	9.00-070.07	
Tax Revenue - Ad Valorem	3,900,000.00	2,073,042.99	53.2	2,277,092.95	58.4
TOTAL REVENUE	3,900,000.00	2,073,042.99	53.2	2,277,092.95	58.4
EXPENDITURE					
Salaries & Wages	1,040,000.00	87,059.76	8.4	607,229.10	58.4
Employee Benefits	753,450.00	55,628.71	7.4	370,926.42	49.2
Director Fees	7,000.00	0.00	0.0	5,500.00	78.6
Vehicle	1,950.00	2,452.45	125.8	3,859.82	197.9
CSRMA Insurance	175,000.00	1,431.00	0.8	161,234.44	92.1
Professional Memberships	27,710.00	17,560.00	63.4	26,371.00	95.2
Agency Permits & Licenses	0.00	(25.00)	0.0	0.00	0.0
Office Expense	132,850.00	7,372.14	5.5	51,916.15	39.1
Contractual Services	154,500.00	120,008.06	77.7	124,014.58	80.3
Professional Services	644,000.00	25,819.21	4.0	393,415.86	61.1
Conferences & Training	31,500.00	856.96	2.7	17,802.80	56.5
Uncollectable Accounts	2,000.00	0.00	0.0	52.50	2.6
Utilities	105,200.00	9,493.06	9.0	60,103.09	57.1
TOTAL EXPENDITURE	3,075,160.00	327,656.35	10.7	1,822,425.76	59.3
NET INCOME	824,840.00		-	454,667.19	



#### Tahoe-Truckee Sanitation Agency Fund 00: Administration Fiscal Year 2019 - 2020 Period Ending February 29, 2020

	Budget \$	Month \$	Month %	YTD \$	YTD %
REVENUE	10.00.000.00	1,22	2.2	foregraph.	
Tax Revenue - Ad Valorem	3,900,000.00	0.00	0.0	2,277,092.95	58.4
TOTAL REVENUE	3,900,000.00	0.00	0.0	2,277,092.95	58.4
EXPENDITURE					
Salaries & Wages	1,040,000.00	86,690.52	8.3	693,919.62	66.7
Employee Benefits	753,450.00	51,165.19	6.8	422,091.61	56.0
Director Fees	7,000.00	0.00	0.0	5,500.00	78.6
Vehicle	1,950.00	123.02	6.3	3,982.84	204.2
CSRMA Insurance	175,000.00	0.00	0.0	161,234.44	92.1
Professional Memberships	27,710.00	0.00	0.0	26,371.00	95.2
Agency Permits & Licenses	0.00	0.00	0.0	0.00	0.0
Office Expense	132,850.00	2,216.20	1.7	54,132.35	40.7
Contractual Services	154,500.00	433.52	0.3	124,448.10	80.5
Professional Services	644,000.00	38,700.73	6.0	432,116.59	67.1
Conferences & Training	31,500.00	1,200.00	3.8	19,002.80	60.3
Uncollectable Accounts	2,000.00	0.00	0.0	52.50	2.6
Utilities	105,200.00	1,668.90	1.6	61,771.99	58.7
TOTAL EXPENDITURE	3,075,160.00	182,198.08	5.9	2,004,623.84	65.2
NET INCOME	824,840.00		-	272,469.11	



Tahoe-Truckee Sanitation Agency Fund 00: Administration Fiscal Year 2019 - 2020 Period Ending March 31, 2020

	Budget \$	Month \$	Month %	YTD \$	YTD %
REVENUE		Ψ	70	Ψ	76
Tax Revenue - Ad Valorem	3,900,000.00	0.00	0.0	2,277,092.95	58.4
TOTAL REVENUE	3,900,000.00	0.00	0.0	2,277,092.95	58.4
EXPENDITURE					
Salaries & Wages	1,040,000.00	86,088.42	8.3	780,008.04	75.0
Employee Benefits	753,450.00	48,617.11	6.5	470,708.72	62.5
Director Fees	7,000.00	0.00	0.0	5,500.00	78.6
Vehicle	1,950.00	305.78	15.7	4,288.62	219.9
CSRMA Insurance	175,000.00	(16,690.00)	(9.5)	144,544.44	82.6
Professional Memberships	27,710.00	180.00	0.6	26,551.00	95.8
Agency Permits & Licenses	0.00	0.00	0.0	0.00	0.0
Office Expense	132,850.00	2,450.59	1.8	56,582.94	42.6
Contractual Services	154,500.00	858.16	0.6	125,306.26	81.1
Professional Services	644,000.00	39,844.32	6.2	471,960.91	73.3
Conferences & Training	31,500.00	1,659.98	5.3	20,662.78	65.6
Uncollectable Accounts	2,000.00	0.00	0.0	52.50	2.6
Utilities	105,200.00	11,133.07	10.6	72,905.06	69.3
TOTAL EXPENDITURE	3,075,160.00	174,447.43	5.7	2,179,071.27	70.9
NET INCOME	824,840.00		=	98,021.68	



## Tahoe-Truckee Sanitation Agency Fund 01: Operation and Maintenance Fiscal Year 2019 - 2020 Period Ending January 31, 2020

	Budget \$	Month \$	Month %	YTD \$	YTD %
REVENUE Income From Service Charges	13,000,000.00	5,723,016.87	44.0	7,470,942.38	57.5
TOTAL REVENUE	13,000,000.00	5,723,016.87	44.0	7,470,942.38	57.5
EXPENDITURE					
Salaries & Wages	4,790,000.00	355,096.63	7.4	2,530,679.00	52.8
Employee Benefits	2,909,000.00	206,512.33	7.1	1,547,490.96	53.2
Vehicle	71,000.00	10,630.84	15.0	31,201.67	43.9
Professional Memberships	15,500.00	813.00	5.2	7,092.00	45.8
Agency Permits & Licenses	176,000.00	3,038.00	1.7	173,407.12	98.5
Office Expense	152,000.00	5,454.61	3.6	62,418.85	41.1
Contractual Services	1,711,500.00	108,143.02	6.3	986,637.08	57.6
Professional Services	650,000.00	71,479.75	11.0	364,477.62	56.1
Conferences & Training	62,500.00	847.45	1.4	10,200.69	16.3
Utilities	953,000.00	84,443.60	8.9	500,160.35	52.5
Supplies, Repairs & Maintenance	711,500.00	54,183.67	7.6	416,906.94	58.6
TOTAL EXPENDITURE	12,202,000.00	900,642.90	7.4	6,630,672.28	54.3
NET INCOME	798,000.00		-	840,270.10	



## Tahoe-Truckee Sanitation Agency Fund 01: Operation and Maintenance Fiscal Year 2019 - 2020 Period Ending February 29, 2020

22.20.2	Budget \$	Month \$	Month %	YTD \$	YTD %
REVENUE Income From Service Charges	13,000,000.00	516,013.32	4.0	7,986,955.70	61.4
TOTAL REVENUE	13,000,000.00	516,013.32	4.0	7,986,955.70	61.4
EXPENDITURE					
Salaries & Wages	4,790,000.00	356,123.42	7.4	2,886,802.42	60.3
Employee Benefits	2,909,000.00	207,282.60	7.1	1,754,773.56	60.3
Vehicle	71,000.00	2,103.69	3.0	33,305.36	46.9
Professional Memberships	15,500.00	479.00	3.1	7,571.00	48.8
Agency Permits & Licenses	176,000.00		-	173,407.12	98.5
Office Expense	152,000.00	17,708.49	11.7	80,127.34	52.7
Contractual Services	1,711,500.00	177,362.31	10.4	1,163,999.39	68.0
Professional Services	650,000.00		-	364,477.62	56.1
Conferences & Training	62,500.00	600.00	1.0	10,800.69	17.3
Utilities	953,000.00	3,435.13	0.4	503,595.48	52.8
Supplies, Repairs & Maintenance	711,500.00	50,473.63	7.1	467,380.57	65.7
TOTAL EXPENDITURE	12,202,000.00	815,568.27	6.7	7,446,240.55	61.0
NET INCOME	798,000.00		=	540,715.15	



Tahoe-Truckee Sanitation Agency Fund 01: Operation and Maintenance Fiscal Year 2019 - 2020 Period Ending March 31, 2020

	Budget	Month \$	Month %	YTD \$	YTD %
REVENUE	-	7	70	7	/0
Income From Service Charges	13,000,000.00	517,189.10	4.0	8,504,144.80	65.4
TOTAL REVENUE	13,000,000.00	517,189.10	4.0	8,504,144.80	65.4
EXPENDITURE					
Salaries & Wages	4,790,000.00	351,739.89	7.3	3,238,542.31	67.6
Employee Benefits	2,909,000.00	164,472.42	5.7	1,919,245.98	66.0
Vehicle	71,000.00	5,450.35	7.7	38,755.71	54.6
Professional Memberships	15,500.00	426.00	2.7	7,997.00	51.6
Agency Permits & Licenses	176,000.00	267.01	0.2	173,674.13	98.7
Office Expense	152,000.00	5,014.81	3.3	85,142.15	56.0
Contractual Services	1,711,500.00	101,802.44	5.9	1,265,801.83	74.0
Professional Services	650,000.00	1,911.68	0.3	366,389.30	56.4
Conferences & Training	62,500.00	5,800.00	9.3	16,600.69	26.6
Utilities	953,000.00	99,172.41	10.4	602,767.89	63.2
Supplies, Repairs & Maintenance	711,500.00	50,473.85	7.1	517,854.42	72.8
TOTAL EXPENDITURE	12,202,000.00	786,530.86	6.4	8,232,771.41	67.5
NET INCOME	798,000.00		-	271,373.39	



#### Tahoe-Truckee Sanitation Agency Fund 02: Wastewater Capital Reserve Fiscal Year 2019 - 2020 Period Ending January 31, 2020

DESCRIPTION	Budget \$	Month \$	Month %	YTD \$	YTD %
Barscreens, Washer, Compactor	350,000.00			142,268.63	40.6
Operation and Maintenance Cart	25,000.00	- 2	2		4
Portable Emergency Pump System	400,000.00	12,533.06	3.1	12,533.06	3.1
Plant Air Compressor	25,000.00	-	4		61
Security Improvements	50,000.00	7.0	(4)		-
Utility/Snow Vehicle	50,000.00	-	ы	£	-
SUB TOTAL	900,000.00	12,533.06	1.39	154,801.69	17.2
Debt Payment on SRF Loan (73.2%)	2,587,684.00	4		2,377,167.95	91.9
TOTAL	3,487,684.00	12,533.06	1.39	2,531,969.64	72.6



#### Tahoe-Truckee Sanitation Agency Fund 02: Wastewater Capital Reserve Fiscal Year 2019 - 2020 Period Ending February 29, 2020

	Budget	Month	Month	YID	YID
DESCRIPTION	\$	\$	%	\$	%
Barscreens, Washer, Compactor	350,000.00	107,672.70	30.8	249,941.33	71.4
Operation and Maintenance Cart	25,000.00	300			4.1
Portable Emergency Pump System	400,000.00	12,755.20	3.2	25,288.26	6.3
Plant Air Compressor	25,000.00		- 4		
Security Improvements	50,000.00		1,40		-
Utility/Snow Vehicle	50,000.00	31,408.94	62.8	31,408.94	62.8
SUB TOTAL	900,000.00	151,836.84	16.9	306,638.53	34.1
Debt Payment on SRF Loan (73.2%)	2,587,684.00	+		2,377,167.95	91.9
TOTAL	3,487,684.00	151,836.84	16.9	2,683,806.48	77.0



# Tahoe-Truckee Sanitation Agency Fund 02: Wastewater Capital Reserve Fiscal Year 2019 - 2020 Period Ending March 31, 2020

	Budget	Month	Month	YID	YID
DESCRIPTION	\$	\$	%	\$	%
Barscreens, Washer, Compactor	350,000.00	23,085.64	6.6	273,026.97	78.0
Operation and Maintenance Cart	25,000.00		4		100
Portable Emergency Pump System	400,000.00	ė.	1.2	25,288.26	6.3
Plant Air Compressor	25,000.00	2	112		
Security Improvements	50,000.00		-	777.00	
Utility/Snow Vehicle	50,000.00	4	- 4	31,408.94	62.8
SUB TOTAL	900,000.00	23,085.64	2.6	329,724.17	36.6
Debt Payment on SRF Loan (73.2%)	2,587,684.00		-	2,377,167.95	91.9
TOTAL	3,487,684.00	23,085.64	2.6	2,706,892.12	77.6



## Tahoe-Truckee Sanitation Agency Fund 06: Replacement, Rehabilitation and Upgrade Fiscal Year 2019 - 2020 Period Ending January 31, 2020

	Budget	Month	Month	YTD	YTD
DESCRIPTION	\$	\$	%	\$	%
Lab Equipment Replacement	25,000.00			5,285.39	21.1
Admin. Office Improvement *	66,000.00	2.0	-	83,061.80	125.9
Accounting Software Upgrade	90,000.00	-	100		-
EDPM Roof Replacement	420,000.00	3.1	- 6.	134,550.30	32.0
VFD Replacements	30,000.00	-	1,20	23,901.17	79.7
Centrifuge Rebuild	50,000.00	+0		4,995.00	10.0
Robicon Drive Upgrade	35,000.00	4.0			440
Facilities Security System	50,000.00	41	-	-	- 2
Plant Concrete Repair *	450,000.00	4	-	478,291.55	106.3
Corten/Fascia Installation Bid	150,000.00	-	*	1,070.00	0.7
BNR Blower Replacement	25,000.00		-	- 4	-
SUB TOTAL	1,391,000.00			731,155.21	52.6
Debt Payment on SRF Loan (26.8%)	870,329.00	120	- 4	870,329.00	100.0
TOTAL	2,261,329.00	•		1,601,484.21	70.8

Note: \*Project Complete



## Tahoe-Truckee Sanitation Agency Fund 06: Replacement, Rehabilitation and Upgrade Fiscal Year 2019 - 2020 Period Ending February 29, 2020

Budget	Month	Month	YTD	YTD
\$	\$	%	\$	%
25,000.00		-	5,285.39	21.1
66,000.00	5,088.71	7.7	88,150.51	133.6
90,000.00	24,313.00	27.0	24,313.00	27.0
420,000.00		1.6	134,550.30	32.0
30,000.00	-	1.4	23,901.17	79.7
50,000.00	44		4,995.00	10.0
35,000.00	-			4.
50,000.00	41	140	-	9
450,000.00	4		478,291.55	106.3
150,000.00	-	*	1,070.00	0.7
25,000.00		~	-	-
1,391,000.00	29,401.71	2.1	760,556.92	54.7
870,329.00		-	870,329.00	100.0
2,261,329.00	29,401.71	2.1	1,630,885.92	72.1
	\$ 25,000.00 66,000.00 90,000.00 420,000.00 30,000.00 50,000.00 50,000.00 450,000.00 150,000.00 25,000.00 1,391,000.00	\$ \$ 25,000.00 - 66,000.00 5,088.71 90,000.00 24,313.00 420,000.00 - 30,000.00 - 50,000.00 - 35,000.00 - 50,000.00 - 450,000.00 - 150,000.00 - 25,000.00 - 1,391,000.00 - 870,329.00 -	\$ \$ %  25,000.00  66,000.00 5,088.71 7.7  90,000.00 24,313.00 27.0  420,000.00  30,000.00  50,000.00  50,000.00  50,000.00  150,000.00  150,000.00  150,000.00  150,000.00  25,000.00  1,391,000.00	\$ \$ % \$ 25,000.00 - 5,285.39 66,000.00 5,088.71 7.7 88,150.51 90,000.00 24,313.00 27.0 24,313.00 420,000.00 - 134,550.30 30,000.00 - 23,901.17 50,000.00 - 4,995.00 35,000.00 4,995.00 50,000.00 478,291.55 150,000.00 - 1,070.00 25,000.00 1,070.00 25,000.00 870,329.00

Note: \*Project Complete



# Tahoe-Truckee Sanitation Agency Fund 06: Replacement, Rehabilitation and Upgrade Fiscal Year 2019 - 2020 Period Ending March 31, 2020

	Budget	Month	Month	YTD	YTD
DESCRIPTION	\$	\$	%	\$	%
Lab Equipment Replacement	25,000.00			5,285.39	21.1
Admin. Office Improvement *	66,000.00	-	(6)	88,150.51	133.6
Accounting Software Upgrade	90,000.00		(4)	24,313.00	27.0
EDPM Roof Replacement	420,000.00	2	14	134,550.30	32.0
VFD Replacements	30,000.00	2,912.50	9.7	26,813.67	89.4
Centrifuge Rebuild	50,000.00	98 Tare		4,995.00	10.0
Robicon Drive Upgrade	35,000.00	4.1	1		
Facilities Security System	50,000.00	200	1.4	3.0	
Plant Concrete Repair *	450,000.00	2	1,4	478,291.55	106.3
Corten/Fascia Installation Bid	150,000.00	-	-	1,070.00	0.7
BNR Blower Replacement	25,000.00	A	-		N-1
SUB TOTAL	1,391,000.00	2,912.50	0.2	763,469.42	54.9
Debt Payment on SRF Loan (26.8%)	870,329.00			870,329.00	100.0
TOTAL	2,261,329.00	2,912.50	0.2	1,633,798.42	72.2

Note: \*Project Complete

#### TAHOE-TRUCKEE SANITATION AGENCY COMBINED CASH INVESTMENT JANUARY 31, 2020

#### COMBINED CASH ACCOUNTS

	· · · · · · · · · · · · · · · · · · ·	
99-00-0100-000	CASH - US BANK CHECKING	243,587.56
99-00-0101-000	CASH - USB SERVICE CHARGE	695,062.34
99-00-0102-000	CASH - US BANK TAX REV	3,865,458.51
99-00-0103-000	CASH - US BANK WWCRF	4,932.71
99-00-0104-000	CASH - WELLS FARGO PAYROLL	4,638.81
99-00-0105-000	CASH - WELLS FARGO INVESTMENTS	247,685.25
99-00-0106-000	CASH - PETTY CASH	600.00
99-00-0107-000	CASH - L.A.I.F.	42,309,323.38
è	TOTAL COMBINED CASH	47,371,288.56
99-00-0001-000	CASH ALLOCATED TO OTHER FUNDS	( 47,371,288.56)
	TOTAL UNALLOCATED CASH	.00
	CASH ALLOCATION RECONCILIATION	
0	ALLOCATION TO ADMINISTRATION FUND	2,434,718.68
1	ALLOCATION TO OPERATION AND MAINTENANCE FUND	4,379,145.91
2	ALLOCATION TO WASTEWATER CAPITAL RESERVE FUN	17,665,105.09
4	ALLOCATION TO STATE REVOLVING FUND	3,073,490.05
6	ALLOCATION TO R. R. & UPGRADE FUND	15,721,428.87
7	ALLOCATION TO BALANCE SHEET	4,097,399.96
	TOTAL ALLOCATIONS TO OTHER FUNDS	47,371,288.56
•	ALLOCATION FROM COMBINED CASH FUND - 99	( 47,371,288.56)
,	TEDS DESCRIPTIONS OF THE STATE	
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

#### TAHOE-TRUCKEE SANITATION AGENCY COMBINED CASH INVESTMENT FEBRUARY 29, 2020

#### COMBINED CASH ACCOUNTS

	<del></del>		
99-00-0100-000	CASH - US BANK CHECKING		525,330.65
99-00-0101-000	CASH - USB SERVICE CHARGE		35,698.02
99-00-0102-000	CASH - US BANK TAX REV		8,282.57
99-00-0103-000	CASH - US BANK WWCRF		92,415.78
99-00-0104-000	CASH - WELLS FARGO PAYROLL		4,493.79
99-00-0105-000	CASH - WELLS FARGO INVESTMENTS		679,832.20
99-00-0106-000	CASH - PETTY CASH		600.00
99-00-0107-000	CASH - L.A.I.F.	_	45,247,323.38
	TOTAL COMBINED CASH		46,593,976.39
99-00-0001-000	CASH ALLOCATED TO OTHER FUNDS	(	46,593,976.39)
	TOTAL UNALLOCATED CASH		.00
	CASH ALLOCATION RECONCILIATION		
0	ALLOCATION TO ADMINISTRATION FUND		2,240,014.74
	ALLOCATION TO OPERATION AND MAINTENANCE FUND		3,868,023.54
•	ALLOCATION TO WASTEWATER CAPITAL RESERVE FUN		17,635,554.00
_	ALLOCATION TO STATE REVOLVING FUND		3.073.490.05
•	ALLOCATION TO R. R. & UPGRADE FUND		15,679,494.10
_	ALLOCATION TO EMERGENCY RESERVE FUND		4,097,399.96
	TOTAL ALLOCATIONS TO OTHER FUNDS		46,593,976.39
	ALLOCATION FROM COMBINED CASH FUND - 99		46,593,976.39)
	ZERO PROOF IF ALLOCATIONS BALANCE		.00

#### TAHOE-TRUCKEE SANITATION AGENCY COMBINED CASH INVESTMENT MARCH 31, 2020

#### COMBINED CASH ACCOUNTS

99-00-0100-000	CASH - US BANK CHECKING	1,138,890.83
99-00-0101-000	CASH - USB SERVICE CHARGE	23,012.12
99-00-0102-000	CASH - US BANK TAX REV	8,282.60
99-00-0103-000	CASH - US BANK WWCRF	100,933.29
99-00-0104-000	CASH - WELLS FARGO PAYROLL	4,342.93
99-00-0105-000	CASH - WELLS FARGO INVESTMENTS	364,915.38
99-00-0106-000	CASH - PETTY CASH	600.00
99-00-0107-000	CASH - L.A.I.F.	44,247,323.38
99-00-0108-000	CASH - BOA WWCRF (CL)	.00.
99-00-0175-000	CASH CLEARING - UTILITIES	.00
99-00-0176-000	CASH CLEARING - AR	.00
99-00-0179-000	UTILITY POST IN ERROR	.00.
99-00-0180-000	BANK TRANSFER CLEARING	.00.
	TOTAL COMBINED CASH	45,888,300.53
99-00-0001-000	CASH ALLOCATED TO OTHER FUNDS	( 45,888,300.53)
	TOTAL UNALLOCATED CASH	.00
	CASH ALLOCATION RECONCILIATION	
0	ALLOCATION TO ADMINISTRATION FUND	48,347.38
	ALLOCATION TO OPERATION AND MAINTENANCE FUND	402.855.92
	ALLOCATION TO WASTEWATER CAPITAL RESERVE FUN	17,589,625.62
4	ALLOCATION TO STATE REVOLVING FUND	3,073,490.05
	ALLOCATION TO R. R. & UPGRADE FUND	20,676,581.60
	ALLOCATION TO EMERGENCY RESERVE FUND	4,097,399.96
	TOTAL ALLOCATIONS TO OTHER FUNDS	45,888,300.53
	ALLOCATION FROM COMBINED CASH FUND - 99	( 45,888,300.53)
		( 43,000,300.53)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00.

### California State Treasurer Fiona Ma, CPA

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 February 04, 2020

LAIF Home
PMIA Average
Monthly Yields

#### TAHOE TRUCKEE SANITATION AGENCY

TREASURER 13720 BUTTERFIELD DRIVE TRUCKEE, CA 96161

Tran Type
Definitions

Account Number: 70-31-001

January 2020 Statement

ï	Effective Date	Transaction Date	Tran Type			Authorized Caller	Amount
	1/3/2020	1/3/2020	RW	1626912	DAW	'N DAVIS	-250,000.00
	1/9/2020	1/8/2020	RW	1627249	DAW	'N DAVIS	-500,000.00
	1/15/2020	1/14/2020	QRD	1628697	SYST	ГЕМ	237,418.52
	1/21/2020	1/20/2020	RW	1630329	DAW	'N DAVIS	-250,000.00
	1/23/2020	1/22/2020	RD	1630569	DAW	'N DAVIS	3,295,000.00
	1/23/2020	1/22/2020	RD	1630570	DAW	'N DAVIS	60,000.00
	Account S	<u>ummary</u>					
	Total Depo	sit:		3,592,41	18.52	Beginning Balance:	39,716,904.86
	Total Witho	drawal:		-1,000,0	00.00	Ending Balance:	42,309,323.38

### California State Treasurer Fiona Ma, CPA

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 March 02, 2020

LAIF Home PMIA Average Monthly Yields

#### TAHOE TRUCKEE SANITATION AGENCY

TREASURER 13720 BUTTERFIELD DRIVE TRUCKEE, CA 96161

Tran Type Definitions

Account Number: 70-31-001

February 2020 Statement

Effective Date	Transaction Date	Tran Type		Authorized Caller	Amount
2/5/2020	2/5/2020	RD	1631443	DAWN DAVIS	678,000.00
2/5/2020	2/5/2020	RD	1631444	DAWN DAVIS	3,860,000.00
2/5/2020	2/5/2020	RW	1631445	DAWN DAVIS	-750,000.00
2/13/2020	2/12/2020	RW	1631940	DAWN DAVIS	-850,000.00

#### Account Summary

Total Deposit:	4,538,000.00	Beginning Balance:	42,309,323.38	
Total Withdrawal:	-1.600.000.00	Ending Balance:	45.247.323.38	

### California State Treasurer **Fiona Ma, CPA**

Local Agency Investment Fund P.O. Box 942809 Sacramento, CA 94209-0001 (916) 653-3001 April 01, 2020

LAIF Home PMIA Average Monthly Yields

#### TAHOE TRUCKEE SANITATION AGENCY

TREASURER 13720 BUTTERFIELD DRIVE TRUCKEE, CA 96161

Tran Type
Definitions

Account Number: 70-31-001

March 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confin Numb	rm	Amount
3/18/2020	3/18/2020	RW	1634295	1596022	2 DAWN DAVIS	-1,000,000.00
Account S	Summary					
Total Depo	osit:			0.00	Beginning Balance:	45,247,323.38
Total With	drawal:		-1,000	,000.00	Ending Balance:	44,247,323.38



### TAHOE-TRUCKEE SANITATION AGENCY **MEMORANDUM**

Date: April 15, 2020

To: **Board of Directors** 

From: Roshelle Chavez, Administrative Manager

V-1 Item:

Appeal of connection fees for APN 092-100-004-000 **Subject:** 

#### **Background**

Mr. Spohr, owner of APN 092-100-004-000, is appealing the General Manager's determination of the ADU connection fee on the parcel to the Board of Directors.

Mr. Spohr has a main residence of 2,543 square foot and intends to construct a 1,200 square foot ADU. He does not dispute the assignment of the connection fee, but rather, he disputes the base fee of \$1,500. He believes the ADU is 47% of the main residence, therefore, the base fee should be proportionately adjusted to 47% of \$1,500 which is approximately \$705.

The calculated connection fee for the ADU per Agency Ordinance No. 2-2020 is determined as follows:

= \$1,500 (base fee) + [\$1.75 x ADU square feet]

 $= $1,500 + ($1.75 \times 1,200 \text{ ft}^2)$ 

= \$1,500 + \$2,100

= \$3,600

#### **Fiscal Impact**

Approximately \$795

#### **Attachments**

- 1. Property owner appeal letter to the Board of Directors.
- 2. Agency correspondences.

#### Recommendation

Management and staff recommend the appeal be denied and the connection fee be assessed per Agency Ordinance No. 2-2020.

**Review Tracking** 

Submitted By:

Roshelle Chavez

Administrative Manager

Approved By:

General Manager

March 11, 2020

TTSA
Board of Directors

RE: Appeal of GM ruling on ADU fees 456 Old County Road APN 092-100-004-000

I have received the 5 March 2020 GM response to my appeal of fees on my Accessory Dwelling Unit (ADU).

I had requested that you adjust your "Base fee" of \$1500 in proportion to the square footage of my main house as required by California SB 13. My main house is 2543 sq. ft. and my proposed ADU is 1200 sq. ft. meaning that this fee would be reduced to 47% of \$1500.

The GM's response is very wordy but seems to be essentially an effort to redefine your fees in an attempt to avoid following the law. (I have read the response many times but cannot follow the argument. I am not a lawyer.)

I refer back to my original appeal:

(2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.

You are charging a connection fee the same as a new residential use. This is not permitted.

I would like to appeal to you to follow both the letter and spirit of SB 13 which is to make accessory dwelling units more affordable. We are building this ADU on our property so that my wife and I can move into it and allow our daughter, son-in-law and grandchildren to move into the larger main house. They have not been able to find affordable housing in the area. Our daughter is a teacher in the TTUSD and our son-in-law is a firefighter, neither of these are high paying jobs. It seems that our situation is exactly that for which the law is intended... to help provide affordable housing.

Kind regards, Mark and Deborah Spohr 456 Old County Road Carnelian Bay, CA

mhspohr@gmail.com 530-583-9324

#### TAHOE-TRUCKEE SANITATION AGENCY



A Public Agency 13720 Butterfield Drive TRUCKEE, CALIFORNIA 96161 (530) 587-2525 • FAX (530) 587-5840

#### Directors

Dale Cox: President
Dan Wilkins: Vice President
Jon Northrop
Blake Tresan
S. Lane Lewis
General Manager
LaRue Griffin

March 5, 2020

Mark Spohr P.O. Box 6984 Tahoe City, CA 96145

RE: APN: 092-100-004-000 / 456 Old County Rd.

Dear Mr. Spohr:

Please accept this written General Manager ruling in response to your appeal received via email on February 13, 2020. In your appeal, you challenge the determination of the Agency connection fee for your proposed accessory dwelling unit (ADU) as you feel the Agency has not complied with the state laws concerning accessory dwelling units.

In your review of state statutes, you referenced the following provisions from Government Code section 65852.2, subdivision (f) as reason for the improper assessment of a connection fee for your proposed ADU:

- (2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.
- (3)(A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit. (Underlining added.)

In your appeal, you fail to cite or acknowledge the next provision of the statute that reads: "(B) For purposes of this paragraph, 'impact fee' has the same meaning as the term 'fee' is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. 'Impact fee' does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation."

Government Code section 66000, subdivision (b) describes development fees defined as "a monetary exaction other than a tax or special assessment, whether established for a broad class of

projects by legislation of general applicability or imposed on a specific project on an ad hoc basis, that is charged by a local agency to the applicant in connection with approval of a development project for the purpose of defraying all or a portion of the cost of public facilities related to the development project, but does not include fees specified in Section 66477, fees for processing applications for governmental regulatory actions or approvals, fees collected under development agreements adopted pursuant to Article 2.5 (commencing with Section 65864) of Chapter 4, or fees collected pursuant to agreements with redevelopment agencies that provide for the redevelopment of property in furtherance or for the benefit of a redevelopment project for which a redevelopment plan has been adopted pursuant to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code)." Government Code section 66477 describes development fees levied for park and recreation purposes.

The Agency does not levy development fees under section 66000(b) or park and recreation fees under section 66477. Rather, the Agency levies and collects sewer connection fees as authorized by Government Code section 66013. Consequently, the Agency does not levy "impact fees" as that term is used and defined in section 65852.2(f)(3), which you cite and rely on. As such, the Agency is not subject to and need not comply with the "charged proportionally in relation to the square footage of the primary dwelling unit" standard of section 65852.2(f)(3).

On a separate but related issue, section 65852.2 does prohibit the Agency from collecting connection fees from certain types of accessory dwelling units as described in the statute. Section 65852.2(f)(5) states "For an accessory dwelling unit that is not described in subparagraph (A) or paragraph (1) of subdivision (e), a local agency, special district, or water corporation may require a new or separate utility connection directly between the accessory dwelling unit and the utility. Consistent with Section 66013, the connection may be subject to a connection fee or capacity charge that shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values, as defined in the Uniform Plumbing Code adopted and published by the International Association of Plumbing and Mechanical Officials, upon the water or sewer system. This fee or charge shall not exceed the reasonable cost of providing this service".

The exempt accessory dwelling units are those described in subdivision (e)(1)(A). One of the criteria to be considered an exempt ADU is that the unit "is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure." (Sec. 65852.2(e)(1)(A)(i).) Your proposed ADU is not contained within the existing space of a single-family residence, therefore, the Agency may and does require a connection fee.

Section 65852.2(f)(5) contains its own proportionality requirement that does apply to the Agency connection fees ("shall be proportionate to the burden of the proposed accessory dwelling unit, based upon either its square feet or the number of its drainage fixture unit (DFU) values"). In structuring its modified connection fees and ordinances, the Agency was careful to develop a connection fee for accessory dwelling units that complies with this requirement. In summary, Government Code section 65852.2(f)(3) as referenced in your appeal does not apply and I support Ms. Pindar's previous assessments of the applicability of the Agency connection fee.

Also, after review of the connection fee calculation based on the 1,200 ft<sup>2</sup> ADU, the calculated connection fee is  $(\$1,500 \text{ base fee} + (1.75 \times \$1,200)) = \$3,600$ . I also determine that the connection fee is accurate as provided by Ms. Pindar.

Should you determine my findings and decision unacceptable, you are entitled to further appeal to the Agency Board of Directors per Section 9.B of T-TSA Ordinance No. 2-2015:

"Should the appellant not be satisfied with the determination of the Agency General Manager, the appellant may appeal, in writing, the decision of the Agency General Manager to the Agency Board of Directors within 30 days after the date of the General Manager's written notice to the appellant of the decision. The Agency General Manager shall then submit such appeal, together with his/her recommendations, to the Agency Board of Directors which shall forthwith evaluate the appeal and schedule a Board of Directors' meeting to hear and consider the appeal, at which written evidence may be presented and oral presentations may be made. A written decision summarizing the findings and ruling of the Agency Board of Directors shall be sent to the appellant within forty-five (45) days after the date of the Agency Board of Directors' meeting on the appeal."

Should you wish to exercise this provision, please note our next scheduled Board of Directors meeting is March 18 and I will need your appeal to the Board of Directors submitted to me by March 11.

Please contact me if there are any questions. Thank you.

LaRue Gliffin General Manager

Enclosures: Appeal of Charges email dated 2/13/2020

From: Mark Spohr
To: Emily Pindar

Cc: <u>LaRue Griffin; Roshelle Chavez; Suzi Gibbons</u>

Subject: Re: Spohr - APN 092-100-004, ADU connection fees and California Senate Bill 13

Date: Thursday, February 13, 2020 9:11:15 AM

Attachments: <u>image001.png</u>

#### LaRue Griffin.

I would like to appeal your determination of the fees according to your procedures. The basis of my appeal is laid out in this email chain.

#### Mark Spohr, MD

mhspohr@gmail.com

"Health is a state of complete physical, mental, and social well-being and not merely the absence of disease or infirmity". (WHO)

On Wed, Feb 12, 2020 at 3:44 PM Emily Pindar < epindar@ttsa.net > wrote:

Thank you for your response, Mr. Spohr. I have interpreted and applied the T-TSA Ordinances, Rules and Regulations equitably and fairly to your proposed project.

If your issue is with these Ordinances, Rules and Regulations being in compliance with the ADU laws, your next step would be to formally appeal these charges to the General Manager.

Please see the attached Ordinance 2-2015, <u>Section 9. Appeals Procedure</u> for the process to appeal.

Should you decide not to appeal, connection fees in the amount of \$3,600.00 will be due and payable prior to T-TSA permit issuance.

Thank you,

#### **Emily Pindar**

Customer Service Supervisor

Tahoe-Truckee Sanitation Agency

13720 Butterfield Drive, Truckee CA 96161

(530)587-2525



From: Mark Spohr < mhspohr@gmail.com > Sent: Tuesday, February 11, 2020 8:48 AM

**To:** Emily Pindar < epindar@ttsa.net >

Cc: LaRue Griffin < lgriffin@ttsa.net>; Roshelle Chavez < rchavez@ttsa.net>; Suzi Gibbons

<<u>SGibbons@ntpud.org</u>>

Subject: Re: Spohr - APN 092-100-004, ADU connection fees and California Senate Bill 13

Dear Emily,

Thank you for your detailed response.

I have a few issues with your responses.

One, you claim that your are exempt because you are a "special district". In fact, special districts are specifically included in the law as I quoted in my original email.

(3) (A) A local agency, **special district**, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

Second, I am not claiming exemption from the fees since my ADU is 1200 sq. ft. However, as stated above in the law, the fees to be charged for ADUs between 750 and 1200 sq. ft. must be "reduced proportionately in relation to the square footage of the primary dwelling unit". You square footage charges are inherently reduced and I have no issue with this charge. However, your "base fee" must be reduced proportionally (in my case, to 47% of the \$1500).

I realize that this is a new law and that it will take everyone time to adjust. However, we are

quickly coming up on building season and you have had 4 months to adjust. Please adjust your fee schedule and submit it to the state as required.
Kind regards,
Mark
Mark Spohr, MD mhspohr@gmail.com
"Health is a state of complete physical, mental, and social well-being and not merely the absence of disease or infirmity". (WHO)
On Tue, Feb 11, 2020 at 8:23 AM Emily Pindar < epindar@ttsa.net > wrote:
Hello Mr. Spohr-
Thank you for reaching out regarding the connection fee calculation for your planned detached secondary dwelling unit. LaRue asked that I reply to clarify the questions you
had in your email dated February 5, 2020. T-TSA staff and legal counsel have been closely following the changing Accessory Dwelling Unit legislation for the past few year

detached secondary dwelling unit. LaRue asked that I reply to clarify the questions you had in your email dated February 5, 2020. T-TSA staff and legal counsel have been closely following the changing Accessory Dwelling Unit legislation for the past few years and updating the T-TSA Ordinances accordingly. The pertinent T-TSA Ordinances that speak to ADU's and comply with the corresponding state laws are 2-2019 and 1-2020 (on 2/12/20 agenda for board adoption, will be retroactive to 1/1/2020). I have attached them here for your reference.

Upon review of your project and the determination of connection fees, the secondary dwelling unit you propose meets the definition of an Accessory Dwelling Unit (detached). It does not meet the definition of an "Exempt Accessory Dwelling Unit". It is therefore subject to connection fees per Ordinance 1-2019, Exhibit A, Connection Charge Table. Accessory Dwelling Units > 500 square feet are subject to the base charge of \$1500 + (\$1.75 x the # square feet of living area (1200 square feet per Placer County)) = \$3,600.00.

As to the sections of SB 13 that you reference below:

• Section 65852.2 (a) (1) (D) (v) states: *The total floor area for a detached accessory dwelling unit shall not exceed 1,200 square feet.* 

The 50% total floor area you reference applies to attached accessory dwelling units. This does not apply to your project as it is not an attached unit.

• The section you reference below regarding impact fees has a following section (3) (B) that speaks directly to the definition of "impact fee" as related to special districts:

For purposes of this paragraph, "impact fee" has the same meaning as the term "fee" is defined in subdivision (b) of Section 66000, except that it also includes fees specified in Section 66477. "Impact fee" does not include any connection fee or capacity charge charged by a local agency, special district, or water corporation.

T-TSA connection fees are not "impact fees" per above and therefore the 750 square foot limitation and section you reference below does not apply.

• The section you reference regarding the submittal of a copy of ADU ordinances to the Department of Housing and Community Development applies to a local agency. The law goes on to define local agencies: "Local agency" means a city, county or city and county whether general law or chartered. T-TSA does not fall under this definition and thus this section does not apply. T-TSA is considered a special district.

T-TSA legal counsel has reviewed the pertinent laws and per his direction, the T-TSA Board of Directors has adopted Ordinances that are in compliance with these laws. I find the calculation of connection fees for the secondary dwelling unit you propose to be true to the T-TSA Ordinances, rules and regulations.

If you wish to appeal these charges, please submit a letter of appeal to the General Manager of T-TSA within 30 days. If the General Manager's decision is unsatisfactory to you, it can be appealed in writing or in person to the T-TSA Board of Directors at their next regular meeting. Your appeal must be received 7 days prior to the date of the Board meeting. The Board of Directors regular meetings are normally held on the third Wednesday of each month at 9:00 AM.

If you have any questions or require further information, please do not hesitate to contact me.

Sincerely,

## **Emily Pindar**

**Customer Service Supervisor** 

Tahoe-Truckee Sanitation Agency

13720 Butterfield Drive, Truckee CA 96161

(530)587-2525

(530)587-5840 fax



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From: Mark Spohr < mhspohr@gmail.com > Sent: Wednesday, February 5, 2020 10:19 AM

To: lgriffin@ttsa.net

**Subject:** ADU connection fees and California Senate Bill 13

I am in the process of obtaining permits to build an ADU on my property in Carnelian Bay.

In reading SB13, it states that fees for an ADU between 750 and 1200 sq. ft. shall be charged proportionally in relation to the square footage of the primary dwelling unit.

Our primary dwelling unit is 2543 sq. ft. and our ADU is 1200 sq. ft. which is 47% proportionally.

I believe that the TTSA fee of \$1.75 per sq.ft. would be in compliance with the law

(although you could make an argument that the fee should be 47% of \$1.75).

However, your "Base Charge" of \$1500 is not proportional to the sq.ft. and does not comply with the law.

Here is the relevant section of SB13 Ch.653 page 7 of the law.

- (2) An accessory dwelling unit shall not be considered by a local agency, special district, or water corporation to be a new residential use for the purposes of calculating connection fees or capacity charges for utilities, including water and sewer service.
- (3) (A) A local agency, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit less than 750 square feet. Any impact fees charged for an accessory dwelling unit of 750 square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

(This same language is repeated multiple times within the bill. This is the first instance of the language.)

The bill also requires the PUD to submit ordinances to the California Department of Housing and Community Development for their review to ensure they meet the requirements of the law.

Have you submitted your ordinances to the California Department of Housing and Community Development for review?

I am being told by the NTPUD (which collects fees for you) that I need to pay \$1500 plus  $$1.75 \times 1200 = $3600$ 

I do not believe that this is in compliance with the law.

Kind regards,

Mark

Mark Spohr, MD

mhspohr@gmail.com



# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

From: Vicky Lufrano, Human Resources Administrator

Item: V-2

**Subject:** Approval of updated Employee Handbook

#### **Background**

The Tahoe-Truckee Sanitation Agency Employee Handbook was last updated in June 2015. At the direction of the Board of Directors, an updated Employee Handbook (handbook) was requested, and an ad hoc committee was created, consisting of Directors Blake Tresan and Dale Cox, to assist staff in updating the handbook.

At the February 12 special meeting, the Board accepted the handbook to form as recommended by the ad hoc committee and directed additional staff feedback be solicited for further consideration. After staff feedback solicitation, the ad hoc committee met, and the handbook was amended per the ad hoc committee meeting.

The handbook amendments are complete, and the attached employee handbook is finalized for Board of Director consideration for approval.

Some significant changes have been proposed within the new handbook. Some of the changes have been proposed due to issues that have occurred throughout time, in which interpretations have become confusing. Additionally, other changes have been proposed to make reporting and processing more simplistic. While other changes have been proposed to benefit all employees of the Agency. Below is a list of significant proposed changes within the draft handbook being presented:

#### Significant Proposed Changes

- Workplace Bullying Policy New policy, not in handbook previously.
- <u>Personal Leave</u> Personal leave (PL) has been eliminated. Historically, staff were provided with 8 hours of PL per year. In lieu of providing PL, additional Holidays are proposed.
- <u>Holidays</u> Holidays have been increased from the current 11 holidays to 13 proposed holidays. The additional holidays are attributed to the elimination of Personal Leave and other administrative leave. Holidays have also been changed to align (mostly) with typical State of California holidays.
- <u>Sick and Vacation Leave</u> Maximum accrual and payout information has been revised. TTSA offers a very lucrative maximum accrual amount for sick leave.
- <u>Compensatory Time</u> Accrual limits allow up to 40 hours (at any given time) and can be reaccumulate when part of 40 hours is used.
- Appeal of Termination Written appeal or response briefs are accepted in an appeal hearing.
- <u>Certifications</u> Certifications, and how and when they are reimbursed have been updated.
- <u>Exempt Status</u> Proposed language requiring exempt staff to use accrued pay for time worked less than 4 hours in a day has been removed.
- Uniforms and Dress Code Much enhanced section within the handbook.

- <u>Determination of Overtime</u> Overtime pay will be based on actual hours worked in excess of 40 hours per week. Non-worked time, such as vacation, sick, holiday, administrative and compensatory time will not be considered hours worked for purposes of performing overtime calculations. However, jury duty and bereavement leave will be considered as time worked for purposes of performing overtime calculations.
- Work Schedules Proposed language allows Operators (on rotating shifts) to work 12-hour shifts. All other departments, except the laboratory are proposed to work four 10-hour shifts (including Operators on U-Crew) per week. The laboratory staff will work five 8-hour shifts per week. Other exceptions include an administrative position to work a five 8-hour shift per week. The shift hours have been determined and included in handbook. It should be noted, the Agency received public and staff feedback on the proposed schedules which is attached.

Staff had previously provided employee benefit feedback pertaining to the handbook update. The feedback list was continued when staff were solicited for further comment. Attached is the comprehensive list of all staff feedback on the handbook. Each feedback point has been further listed to identify which feedback was "not applicable," "applied," and "not applied" to the handbook. There were no further "pending" feedback items. Notes to specific feedback are provided in blue font and listed as deemed necessary for clarification.

#### **Fiscal Impact**

Varies per handbook provision.

#### **Attachments**

- 1. Employee handbook
- 2. Staff handbook feedback list
- 3. Public and staff feedback on the work schedules

#### Recommendation

Management and staff recommend the Board of Directors approve the updated Employee Handbook effective immediately, with updated work schedules (and any affected sections) effective May 17, 2020 at 6:00 a.m.

#### **Review Tracking**

Submitted By: /

Vicky Lufrano

Human Resources Administrator

Approved By:

General Manager



## Tahoe-Truckee Sanitation Agency Employee Handbook

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## **GENERAL ADMINISTRATIVE**

#### **Introductory Statement**

Welcome! As an employee of Tahoe-Truckee Sanitation Agency (the "Agency" or "TTSA"), you are an important member of a team effort. We hope that you will find your position with the Agency rewarding, challenging, and productive.

This Employee Handbook (Handbook) is designed to be a summary of some significant policies and procedures that govern your employment, and that affect and guide the actions of the Agency. The Handbook is a resource for all Agency employees to improve communication, promote uniformity of action, and clarify expectations. Employees are expected to comply with all Agency policies.

This Handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here. Your immediate supervisor, department manager, General Manager (GM) or Human Resources Administrator (HR) will be happy to answer any questions you may have about these policies.

#### **Right to Revise**

The Agency reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document. However, any such changes must be in writing and must be signed by the GM and/or Agency Board of Directors.

Any written changes to this Handbook will be distributed to all employees so that employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Handbook.

## **Open-Door Policy**

Suggestions for improving the Agency are always welcome. We want to hear your good-faith complaints, questions about your job or your working conditions, and suggestions to improve operations. Generally, we ask you to first discuss your concerns with your supervisor or manager, following these steps:

- As soon as possible, bring the situation to the attention of your supervisor or manager, who will then review your concern.
- If the problem persists, you may present it to HR, who will review and try to provide a solution or explanation. While a written complaint will typically assist in reviewing your concerns, it is not required that you put your complaint or question in writing.
- If the problem is still not resolved, you may present the problem to the GM of the Agency, who will attempt to reach a final resolution.

This "open door" procedure, which we believe facilitates open communication between employees and the Agency, cannot guarantee that every problem will be resolved to your satisfaction. However, the Agency values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

This procedure applies to all normal operations of the Agency. Communications should flow up and down from the manager to the person carrying out the instructions, and across and between similar levels for day-to-day operations. In emergencies, it may be necessary to circumvent this procedure.

The Agency's organizational structure provides an effective means for general communications within departments. TTSA's structure should be utilized whenever it is necessary to discuss operations of the department. When someone has a problem regarding their dealings with a specific employee or organizational unit, they are encouraged to discuss this problem first with their supervisor or manager. If the problem cannot be solved at this level, it should be elevated up through the department structure. The final decision-maker for organizational issues is the GM, not the Agency Board of Directors.

Each manager should document how their chain of command functions and have this available for employees to review. Going around the command chain is discouraged, as it can result in general discord and interfere with effective management direction.

If you have a concern about conduct that you believe may violate the Agency's policy prohibiting workplace harassment, discrimination, or retaliation, please see the complaint procedure under that policy.

## **Equal Employment Opportunity**

The Agency is committed to Equal Employment Opportunity (EEO) in the workplace. The Agency provides equal consideration and treatment to all employees and applicants in all aspects of employment, including but not limited to: selection, appointment, development, advancement, accommodation and all other terms and conditions of employment, without regard to age, race, sex, gender, color, religion, national origin, political affiliation, ancestry, citizenship, creed, marital status, registered domestic partner status, physical or mental disability, medical condition, genetic information, sexual orientation, gender identity or gender expression, military or veteran status, or any other characteristic protected by law.

## **Accommodations of Disability**

The Agency does not discriminate against any employee or applicant on the basis of their disability. In accordance with applicable law, the Agency makes reasonable accommodations to permit an otherwise qualified individual with a known disability to perform the essential functions of the job.

## Policy Prohibiting Discrimination, Harassment, and Retaliation

Harassment and discrimination in employment on the basis of sex (including pregnancy, childbirth, breastfeeding, or related medical condition), gender, race, color, national origin, ancestry, citizenship, religion, creed, age, physical or mental disability, medical condition, sexual orientation, gender identity or gender expression, military or veteran status, marital status, registered domestic partner status, genetic information, or any other protected basis (collectively the "Protected Characteristics") is unlawful under federal and state law. Every individual is entitled to work free of discrimination or harassment based on any Protected Characteristic. The law prohibits all employees (including coworkers, supervisors, and managers), as well as third parties with whom the employee comes into contact, from engaging in this prohibited conduct. Accordingly, the Agency does not tolerate

discrimination or harassment in the workplace or in a work-related situation. Unlawful discrimination and harassment is a violation of the Agency's rules of conduct.

Unlawful harassment in employment may take many different forms. Some examples are:

- <u>Verbal conduct</u> such as epithets, derogatory comments, slurs, or unwanted comments and jokes;
- <u>Visual conduct</u> such as derogatory posters, cartoons, drawings, or gestures;
- <u>Physical conduct</u> such as blocking normal movement, restraining, touching, or otherwise physically interfering with work of another individual;
- Threatening or demanding that an individual submit to certain conduct or to perform certain
  actions in order to keep or get a job, to avoid some other loss, or as a condition of job
  benefits, security, or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

**Sexual harassment** under these laws includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### **Internal Complaint Procedure**

Discrimination and harassment in employment are not tolerated. In addition, the Agency prohibits retaliation for having made a report, and/or otherwise participating in the reporting or investigative process, under this policy. Violation of this policy will result in disciplinary action up to, and including, immediate discharge.

Any individual who believes that they are the object of harassment or discrimination on any prohibited basis, or who has observed such harassment or discrimination, or who believes they have been subjected to retaliation, shall notify their supervisor, HR, or any supervisor or manager. Complaints submitted to anyone other than those identified here will be referred to HR for handling.

Supervisors who receive a complaint under this policy will report it to Human Resources. The Agency will conduct a fair, timely, and thorough investigation, and will do so in a confidential manner, to the extent possible. The investigation will be performed by impartial and qualified personnel, and will be appropriately documented. Following the investigation, the Agency will take such action as is warranted under the circumstances, and will timely close the matter. Once the investigation is

concluded, HR will generally follow up with the complainant and the accused employee to notify them of a summary of the findings of the investigation.

#### **EEOC/DFEH Complaint Procedure**

Both the state and federal governments have agencies whose purpose is to address unlawful discrimination in the workplace. If an individual who provides services to the Agency believes they have been harmed by an unlawful practice, and is not satisfied with T-TSA's response to the problem, they may file a written complaint with these agencies. For the State of California, the agency is called the Department of Fair Employment and Housing ("DFEH"). The local address for the DFEH is 2218 Kausen Drive, #100, Elk Grove, California 95758. For the federal government, the agency is called the Equal Employment Opportunity Commission ("EEOC"). The local address for the EEOC is 1301 Clay Street, #1170, Oakland, California 94612.

If, after an investigation and hearing, either of these agencies finds that unlawful discrimination has occurred, the injured employee may, depending on the circumstances, be entitled to reinstatement or promotion, with or without back pay.

#### Retaliation

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by Agency policy from retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the DFEH or EEOC, or for otherwise participating in any proceedings conducted by the Agency under this policy and/or by either of these agencies.

#### **Violence in the Workplace**

The Agency is committed to providing a safe, violence-free workplace and strictly prohibits employees, visitors or anyone else on Agency premises or engaging in Agency-related activity from behaving in a violent or threatening manner. As part of this policy, the Agency seeks to prevent workplace violence before it begins and reserves the right to deal with behavior that suggests a propensity towards violence even prior to any violent behavior occurring.

The Agency's policy provides "zero tolerance" for actual or threatened violence against coworkers, visitors, or any other persons on the Agency premises or attending the Agency-related activities. Employees are required to immediately report to their supervisor any incident involving a threat of violence or act of violence, or any other violation of this policy.

Workplace violence includes, but is not limited to:

- 1. Threats of any kind (including those that are meant as "humorous" or a "joke");
- 2. Threatening or violent behavior, such as intimidation of or attempts to instill fear in others;
- 3. Other behavior that suggests a propensity toward violence or aggression. This can include belligerent speech, excessive arguing or swearing, theft or sabotage of the Agency property, or a pattern of refusal to follow the Agency policies and procedures;
- 4. Defacing or otherwise damaging Agency or employee property or facilities; or

5. Bringing weapons or firearms of any kind on Agency premises (including Agency parking lots and all properties), or while conducting Agency business. Work-related tools that may also be considered weapons, are the exception.

If any employee observes or becomes aware of actions or behavior that violate this policy by an employee, visitor, or anyone else, they are required to notify their supervisor immediately, and/or call the Police or 911 as appropriate. Further, an employee should notify Human Resources if any restraining order is in effect that may impact the workplace, or if a potentially violent non work-related situation exists which could result in violence in the workplace.

All reports of workplace violence are taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the Agency will inform the reporting individual of the results of the investigation. To the extent possible, the Agency will maintain the confidentiality of the reporting employee, and does not tolerate retaliation against any employee who reports workplace violence.

If the Agency determines that workplace violence has occurred, the Agency will take appropriate corrective action.

## **Outside Employment**

Outside employment is generally discouraged. Outside employment is any paid work with an employer other than TTSA. Agency employees must not engage in any outside work which does or might impede the performance of their duties or otherwise create an actual or potential conflict of interest with their TTSA employment.

Employees wishing to engage in outside employment must first notify their manager in writing, in advance of plans to engage in outside employment. No outside employment shall be allowed unless authorized in advance by the manager in writing.

The manager shall review the employee's request to work outside employment, and will determine, in consultation with HR and the GM if the outside work will or might violate this policy. Any requests for outside employment, whether approved or denied, will be kept in the employee's personnel file.

## **Workplace Bullying Policy**

Bullying is defined as workplace or work-related conduct that a reasonable person perceives as hostile or offensive, and that is unrelated to legitimate business interests. Bullying, also known as abusive work-related conduct, may include any one or more of the below:

- Threatening, humiliating or intimidating behaviors.
- Work interference/sabotage.
- Verbal or physical abuse.

Such behavior violates TTSA's objective that all employees must be treated with dignity and respect.

The Agency considers the following as some examples of impermissible bullying:

- Verbal bullying. Slandering, ridiculing or maligning a person or their family; persistent namecalling that is hurtful, insulting or humiliating; making a person the butt of jokes; abusive and offensive remarks.
- Physical bullying. Pushing, shoving, kicking, poking, tripping, assault or threat of assault, damage to a person's work area or property.
- Gesture bullying. Nonverbal gestures that can convey threatening messages.
- Exclusion. Socially or physically excluding or disregarding a person in work-related activities.
- Unwarranted criticism, such as criticism on matters substantially unrelated to the person's job performance. Repeated criticism on matters unrelated or minimally related to the person's job performance.
- Public reprimands.
- Persistent singling out of a person for adverse treatment.
- Shouting or raising one's voice in public or in private.
- Using obscene or intimidating gestures.
- Not allowing another person to speak (e.g. ignoring or interrupting another).
- Insults and/or use of offensive nicknames.
- Humiliation of another person.
- Encouraging others to disregard a supervisor's instruction.
- Deliberately excluding an individual or isolating them from work-related activities, such as meetings.
- Repeated unwarranted accusations.
- Spreading rumors and gossip.

Individuals who feel they have experienced bullying should report this to their supervisor, manager, HR, or the GM. All employees are strongly encouraged to report any bullying conduct they experience or witness as soon as possible to allow the Agency to take appropriate corrective action.

## **Use of Agency Resources for Unauthorized Purposes**

No employee may use or permit others to use Agency resources for personal or other non work-related purposes, or for purposes which are not authorized by law. For purposes of this policy, "personal purpose" includes activities such as personal enjoyment, private gain or advantage, or some other outside endeavor not related to Agency business. Agency resources includes land, buildings, equipment, vehicles, tools, materials and supplies belonging to the Agency. If an Agency employee has questions about what activities are prohibited under this policy, he or she should consult with his or her supervisor or manager for clarification.

## **Nepotism**

Relatives of Agency employees may be eligible for employment with the Agency only if individuals involved do not work in a direct supervisory relationship, or in job positions in which there is an actual or potential conflict of interest. For purposes of this policy, the Agency defines "relatives" as spouses, registered domestic partners, children, siblings, parents, in-laws, and step-relatives. Present employees who marry or become registered domestic partners, or who otherwise become "relatives" under this policy, will be permitted to continue working in the job position held provided they do not work in a direct supervisory relationship with one another or in job positions involving an actual or potential conflict of interest.

All Agency employees are expected to respect the employment relationship between the Agency and each of its individual employees. Accordingly, employees who have relatives employed at the Agency must not interfere or engage in the professional relationship between the Agency and their employed relative.

#### **Customer Service Relations**

Employees shall conduct themselves in a manner that reflects positively upon the Agency. In dealing with the public, all employees must maintain a polite, professional and helpful attitude. When relaying information to the public, employees must state only factual information and should limit their comments to the subject about which the member of the public has inquired, and about which the employee is authorized to provide information. Requests for information from the public that an employee is not able to answer, or that an employee is uncertain about, shall be referred to their manager.

#### **Personnel Records**

All official Agency personnel files are retained in the HR office and supervised by HR. Access to confidential personnel files is limited to the following: the employee accessing his/her own file, the employee's supervisor, manager, HR, and the GM. Confidential medical records, including but not limited to workers compensation information, drug and alcohol testing results and physical examination records are maintained separately from the official personnel file, with access strictly restricted in order to protect the privacy of each individual.

All requests for information regarding applicants, employees and former employees, including inquiries from outside the Agency, for employment verification, and for requests for references regarding past employment, must be directed to HR to ensure consistency, accuracy and objectivity.

The information listed below is a matter of public record and is available to anyone. The Agency will release only the following information regarding an employee or former employee in response to outside inquiries:

- 1. Employee's name
- 2. Position title and job description
- 3. Status (e.g., regular, temporary, full-time, part-time)
- 4. Hire date and/or separation date

Other than the items identified above, the information contained in an employee's personnel file will not be shared with outside sources except as required by law, or with the written consent of the employee.

An employee may review his or her personnel file within the HR office by scheduling a mutually convenient time to review the file with HR. An employee may request to receive copies of documents maintained in their file, but may not remove any documents from the Agency's file.

#### **Updating Personnel Information**

Employees have a responsibility to keep their personnel documents up-to-date and should notify HR in writing of any changes in the following:

- Name
- Address
- Telephone Number
- Marital Status (for benefits and tax withholding purposes)
- Number of dependents
- Beneficiary designations
- Persons to be notified in case of emergency
- Certifications related to the employee's position
- Outside trainings/conferences attended

Supervisors and managers who receive notification of any such personnel changes must forward this employee information to HR in a timely and confidential manner.

#### **Pets and Service Animals**

No pets or other domesticated animals are allowed on the grounds of the Agency, except as required by law.

## **PERSONNEL STATUS**

## **Introductory Probationary Period**

The first year of continuous employment at the Agency is considered an introductory probationary period. During this time, the introductory employee learns job responsibilities and gets acquainted with fellow employees, allowing both the employee and the Agency to evaluate whether the employee is right for the position. The employee's supervisor and manager will closely monitor the employee's performance during this period. Introductory employees are employed at-will. At-will employment means that either the employer or the employee may terminate the employment relationship at any time, for any reason or no reason, with or without cause, and with or without advance notice.

The introductory probationary period may be extended for a period of time at the sole discretion of the GM or department manager. An employee's introductory probationary status does not conclude automatically at any point. It concludes only when their manager or the GM provide them written notification of completion of the introductory probationary period.

Introductory probationary employees are not covered by, and do not have rights under, certain policies including but not limited to: Disciplinary and Termination policy ("Right to Respond to Discipline" or "Appeal Procedure").

## **Promotional Probationary Period**

Employees who have been internally promoted are required to complete a promotional probationary period of one (1) year from the effective date of promotion.

The promotional probationary period may be extended for a period of time at the sole discretion of the GM or department manager.

Promotional probationary employees who have already successfully completed their introductory period remain regular employees during the promotional probationary period.

## **Regular Employees**

A regular employee is an employee who has successfully completed the introductory probationary period, and has been offered and has accepted a regular position with the Agency. A regular employee is regularly scheduled to work forty (40) hours or more per week. Regular employees are eligible for all benefits offered by the Agency.

## Non-Exempt Employee

A non-exempt employee is eligible to receive overtime pay for any time worked beyond forty (40) hours in a given workweek. Under FLSA rules, non-exempt employees are entitled to one and one-half (1-½) of their hourly base rate for each hour of overtime worked.

## **Exempt Employee**

An exempt employee is an employee who is exempt from overtime requirements. Exempt employees are not eligible for, and do not receive, overtime pay. Generally, exempt employees occupy executive, administrative or professional positions. Exempt employees are, at a minimum, expected to be present and adhere to the same working hours as their department staff to provide support to Agency departments.

#### **Paid Status**

An employee is in "paid status" if the employee is receiving any type of pay from the Agency, including pay for wages, sick leave, vacation, administrative leave, holidays, etc.

## **Unpaid Status**

An employee is in "unpaid status" if the employee is on leave, or otherwise is absent from work, and is not receiving any type of pay from the Agency, including pay for wages, sick leave, vacation, administrative leave, holidays, etc. When an employee is in unpaid status, TTSA's obligation to maintain the employee's group health plan benefits ends, except as required by law. Moreover, employees on unpaid status do not accrue any paid time off benefits, including but not limited to paid vacation, paid sick leave, holidays, etc.

## **SALARIES AND EMPLOYMENT PRACTICES**

#### Wage and Salary Rates

The Agency goal for employee compensation is to pay salaries and wages that enable the Agency to recruit qualified employees in all classifications and to encourage competent employees to remain in Agency employment. As a general policy, the Agency periodically monitors salary and benefit trends in comparable governmental agencies and in private businesses.

Agency wage and salary levels are established based on numerous applicable factors, including but not limited to: the level of difficulty and diversity of the tasks performed, the amount of responsibility and judgment exercised by an employee in the position, and the level of education, experience, certifications, and qualifications required to successfully perform the position's responsibilities.

#### **Salary Range Step Increases**

All Agency positions are covered by a specific salary range that consists of a series of step increases. The first step is generally considered an introductory/probationary step. If the employee successfully completes the probationary period, the employee is eligible to be considered for advancement to the next salary step.

Consideration for advancement to higher salary steps is based on a variety of factors including, but not limited to: performance, total length of Agency service, time spent in the step, ability and willingness to learn, attitude and mastery and application of the various skills and abilities required by an employee's job. Employee's that have received disciplinary action during the rating period, may have the step increase withheld, based on circumstances. Neither step advancement nor salary increases are automatic, and neither is guaranteed at any time.

Generally, the amount of time spent in each step is one year. This time may be shortened or lengthened depending upon an employee's job performance and subject to the discretion and approval of the department manager and GM.

## Applicable Pay Rates/Probation Following Promotion, Transfer, and Demotion

When an employee is promoted to a position with a higher starting salary, the employee will typically receive the rate of compensation at the starting salary of the position to which the employee is promoted. In cases where current pay levels overlap, the promotional pay level will normally be set at a higher level than the compensation the employee received prior to the promotion. Once promoted, the employee is required to complete a promotional probationary period of one (1) year for the position to which the employee has been promoted.

In cases where an employee is transferred from one department to another, the employee will typically receive the rate of compensation at the starting salary of the position to which the employee is transferred. It cannot be guaranteed, however, that the employee will receive the same or greater salary in the new position as compared with the former position. A transferred employee's salary level shall be set at the discretion of the hiring department manager. Once transferred, the employee is required to complete a probationary period of one (1) year from the date of transfer.

In the event that an employee is demoted to a position the employee will typically receive the rate of compensation at the starting salary of the position to which the employee is transferred. Once demoted, the employee is required to complete a probationary period of one (1) year from the date of the demotion.

No employee shall be promoted, transferred, or demoted to a position for which he or she does not possess the minimum qualifications.

## **Effective Date of Salary Adjustments**

All salary adjustments are normally effective on the day as approved by the manager. If this is not possible, salary adjustments will be effective on the first day of the pay period in which the effective date occurs.

## **Employee Performance Evaluation**

Each employee's performance is generally evaluated at approximately halfway through the introductory probationary and promotional probationary periods, upon completion of the probationary period, and annually thereafter on or about the anniversary date of hire or promotion. The employee's supervisor or manager is responsible for conducting the review, which consists of a written evaluation and a discussion of the evaluation with the employee.

The evaluation is intended as a tool to encourage open communication between the employee and the supervisor or manager. The evaluation is an opportunity to discuss career development potential and advancement goals with the employee. In addition, the evaluation should provide the employee with feedback and a clearer understanding of the employee's performance compared with Agency standards.

The employee is provided a copy of the completed written evaluation, which is then kept in the employee's personnel file. If the employee wishes, he/she may respond in writing to the performance appraisal. Written responses to the evaluation, if any, may be made to the immediate supervisor and to HR within five (5) working days after the evaluation is presented to the employee. Any written comment from the employee will be attached to the evaluation and maintained in the employee's personnel file.

## **Shift Differential Pay**

A shift differential of 6% of the employee's normal hourly rate is provided to wastewater treatment plant shift operators for any hours they work between 6:00 p.m. and 6:00 a.m.

## Commercial Driver's License (CDL)

The Agency owns and operates Class A and Class B vehicles as defined by the CA Department of Transportation (CaDOT). Employees who operate such vehicles are required to maintain the appropriate commercial driver's license ("CDL") with the appropriate endorsements necessitated by the corresponding vehicle.

Employees whose Agency position requires them to maintain a CDL are subject to the rules and regulations as set forth by the CaDOT.

The Agency provides such employees the following:

- Driving practice during work hours
- Driving test during work hours
- Doctors visit for DOT medical clearance and drug screen during work hours
- Reimbursement of driver's license fees (after license received), including renewal fees
- One time reimbursement of written test fees (only upon passing the exam)

Employees will use their own time (vacation, compensatory, or other appropriate accrued time off) to take the written test and to make any updates to their driver's license.

If an employee maintains a CDL, but it is not required for their position, the employee may operate Agency Class A and Class B vehicles upon approval of their manager and subject to the rules and regulations as set forth by the CaDOT. The Agency will provide the paid work time for CDL medical testing and reimbursement of CDL renewals.

Whether or not the position requires a CDL, the Agency does not provide additional salary to an employee for the maintenance of a CDL.

## **Overtime Pay (OT)**

Overtime pay is provided only for time actually worked in excess of forty (40) work hours in the work week. Paid non-work time, such as vacation, sick time, comp time, administrative leave, holiday pay, or any other paid time off (excluding bereavement and jury duty leave), is not considered time worked, and is not added into the calculation for overtime purposes. Overtime compensation is provided at the rate of one and one-half (1-½) times the regular rate for time actually worked by any Agency non-exempt employee in excess of forty (40) work hours per work week.

No overtime shall be performed without prior approval of the employee's supervisor or manager, except in case of an emergency. Employees are not permitted to perform unauthorized overtime.

## **Compensatory Time (CTO)**

A non-exempt employee may receive compensatory time off in lieu of overtime pay at their discretion. Compensatory time shall be provided at the rate of one and one-half (1-½) hours of paid time off for each overtime hour worked by any Agency non-exempt employee.

The maximum number of hours of CTO an employee may accrue at one time shall be 40 hours. Once the 40 hours is depleted, fully or partially, it may be reaccumulated. Any hours of CTO not used by the end of each fiscal year, will carry over into the next fiscal year. If the employee wishes to accrue compensatory time in lieu of overtime pay, the employee should so advise the supervisor. If not designated as CTO, the employee shall receive overtime pay for any overtime worked.

Requests for use of compensatory time will be treated the same as requests for vacation leave. Use of accrued compensatory time does not count as hours worked for purposes of overtime calculation.

## Call-Back Duty

When a non-exempt employee, after completing their normal work shift and leaving Agency facilities, is required to respond to an Agency order to return to duty, that employee shall be paid for this callback duty at the rate of time one and one-half (1 ½) times the employee's hourly base rate, and for a minimum of two (2) hours. Compensable call-back duty time begins when the employee arrives at the Agency worksite and ends when the employee finishes work and leaves the worksite, subject to the two-hour minimum. Travel time to and from the Agency is not considered time worked and is not compensated.

## **Standby Duty**

When a non-exempt employee is assigned to Standby Duty, the employee is required to:

- 1. Arrive at the worksite, and be ready to work, within one (1) hour of the time the employee is contacted to report to work.
- 2. Be readily available at all hours by telephone or other communication device during assigned stand-by duty.
- 3. Refrain from activities which might impair his/her performance of assigned duties upon call.

Employees assigned to Standby Duty, regardless of whether or not they are required to work during the standby time, shall be paid two (2) hours at the premium rate of one and one-half (1-½) times the employee's hourly base rate of pay. Standby duty shall commence as assigned by the supervisor or manager and shall continue for a 24-hour period.

In addition, employees who are called back to duty during a standby assignment receive pay in accordance with the Call-back duty policy.

Should an employee on assigned standby duty be contacted to report to work, compensable work time begins when the employee arrives at the Agency worksite and ends when the employee finishes work and leaves the worksite. Travel time to and from the Agency is not considered time worked and is not compensated.

## **Daylight Savings Time**

The Agency generally compensates employees only for actual time worked.

On the date of the commencement of daylight savings time, employees on twelve (12) hour shifts only work eleven (11) hours, for which they will receive eleven (11) hours of pay. For the 12<sup>th</sup> lost hour because of the start of daylight savings time, the employee may elect to work or not to work the additional hour, or may elect to use available accrued paid vacation, compensatory or administrative paid time off to receive pay for the lost hour.

On the date of the return to standard time, employees on twelve (12) hour shifts work, and will be paid for, thirteen (13) hours.

## **BENEFITS**

The following is a summary of the Agency's current employee insurance and retirement benefits. The Agency reserves the right to add to, subtract from, delete, or otherwise modify these benefits, amounts contributed toward the benefits, and/or the employee eligibility requirements for such benefits from time to time.

Current employee insurance and retirement benefits include:

Public Employees' Retirement System
Health Insurance
Dental Insurance
Vision Insurance
Health Reimbursement Account (HRA)
Life Insurance
457 Retirement Plans (optional)
Retiree Medical Coverage
Credit Union (optional)
State Disability Insurance

## **Public Employees' Retirement System**

All regular, introductory, and part-time Agency employees who work more than twenty (20) hours per week, must enroll in the Public Employees' Retirement Plan (the "Plan") as of their first date of Agency employment. All enrolled and eligible employees are subject to the Plan's rules and regulations.

## Medical Insurance, Dental Insurance, and Vision Insurance

Any regular and introductory employee shall be eligible to enroll in any Agency-sponsored medical, dental and vision insurance plans.

Eligible dependents are eligible to participate in the medical, dental, and vision insurance programs in accordance with the terms of each program.

## **Health Reimbursement Arrangement**

The Agency maintains and offers a health reimbursement arrangement (HRA) for all employees.

HRA funds can be used to pay for qualified medical expenses. It is the employee's responsibility to use the account appropriately, per IRS regulations.

#### Life Insurance

The Agency provides life insurance benefits.

#### **457 Retirement Plans**

The Agency encourages all eligible employees to explore the 457 retirement plans. The 457 plans allow participants to deposit pre/post-tax money into their account.

HR has the necessary forms and information to participate in the plans. The Agency does not match employee contributions to the 457 retirement plan.

## **Retiree Medical Coverage**

Eligible employees who retire from the Agency may be eligible for retiree medical coverage through CalPERS. Interested employees should see HR to inquire about this benefit.

#### **Credit Union**

Agency employees are eligible to join First US Credit Union.

## ATTENDANCE AND PUNCTUALITY

Employees are required to be punctual, regular and consistent in attendance. Employees are required to report to work as scheduled, on time, and prepared to start work. Time is generally determined by the network time clock on Agency computers. An employee is considered tardy if he or she is not at their assigned work location at their designated start time. Work locations are assigned by the supervisor or manager.

Employees are required to remain at work for their entire work schedule, except for meal periods or when required to leave on authorized Agency business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and are not permitted.

Employees who are unable to report to work as scheduled should notify their supervisor at least one (1) hour before the beginning of the employee's scheduled shift or start time. If an employee must leave work before the end of the employee's scheduled work time, the employee shall notify his or her supervisor as far in advance as possible for approval.

Excessive absenteeism or tardiness, whether excused or not, may result in counseling or corrective action up to and including termination of employment. Each situation of absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstances.

A shift operator is not permitted to leave at the end of the shift until the relief worker reports to work or another shift worker arrives to cover the shift, unless approved by the shift supervisor or other member of management.

Should an employee be tardy, the employee may request to extend their work day to make up for the tardiness, subject to advance approval by their manager. Should the employee not wish, or not receive approval, to make up the time, the employee will not receive pay for the time not worked.

Employees who are tardy are to immediately report their tardiness to their supervisor upon arrival to work and accurately account for the missed time on their timesheet.

Absences or tardiness for reasons protected by state and federal law do not constitute a violation of this policy.

#### **Work Schedules**

The Agency is open for public business between the hours of 7:00 a.m. and 4:30 p.m. Monday through Thursday. The department managers assign individual work schedules to accommodate such public business hours. All employees are required to be at their assigned work locations and prepared to work at the start of their scheduled time.

For payroll purposes, the Agency workweek shall begin Sunday at 6:00 a.m. and extend through 5:59 a.m. on the second Saturday. Shift hours listed below may vary, as assigned by the department manager.

In general, the Maintenance, Engineering and Information Technology departments work hours are 6:00 a.m. to 4:30 p.m., Monday through Thursday.

In general, WWTP shift operators are assigned to either of two (2) shift rotations of twelve (12) hours per shift shall have the following working hours:

Group A – Day	Group A – Day	Group A – Night	Group A – Night
Week 1	Week 2	Week 1	Week 2
Sun: 6:00 am – 6:00 pm	Sun: 6:00 am – 6:00 pm	Sun: 6:00 pm – 6:00 am	Sun: 6:00 pm – 6:00 am
Mon: 6:00 am – 6:00 pm	Mon: 6:00 am – 6:00 pm	Mon: 6:00 pm – 6:00 am	Mon: 6:00 pm – 6:00 am
Tue: 6:00 am – 6:00 pm	Tue: 6:00 am – 6:00 pm	Tue: 6:00 pm – 6:00 am	Tue: 6:00 pm – 6:00 am
Wed: 2:00 pm – 10:00 pm	Wed: OFF	Wed: 10:00 pm – 6:00 am	Wed: OFF
Th: OFF	Th: OFF	Th: OFF	Th: OFF
Fri: OFF	Fri: OFF	Fri: OFF	Fri: OFF
Sat: OFF	Sat: OFF	Sat: OFF	Sat: OFF
Group B – Day	Group B – Day	Group B - Night	Group B - Night
Week 1	Week 2	Week 1	Week 2
Sun: OFF	Sun: OFF	Sun: OFF	Sun: OFF
Mon: OFF	Mon: OFF	Mon: OFF	Mon: OFF
Tue: OFF	Tue: OFF	Tue: OFF	Tue: OFF
Wed: OFF	Wed: 2:00 pm - 10:00 pm	Wed: OFF	Wed: 10:00 pm - 6:00 am
Th: 6:00 am – 6:00 pm	Th: 6:00 am – 6:00 pm	Th: 6:00 pm – 6:00 am	Th: 6:00 pm – 6:00 am
Fri: 6:00 am – 6:00 pm	Fri: 6:00 am – 6:00 pm	Fri: 6:00 pm – 6:00 am	Fri: 6:00 pm – 6:00 am
Sat: 6:00 am – 6:00 pm	Sat: 6:00 am – 6:00 pm	Sat: 6:00 pm – 6:00 am	Sat: 6:00 pm – 6:00 am
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In general, all other non-rotation WWTP Operators work hours are 6:00 a.m. to 4:30 p.m., Monday through Thursday.

In general, the Laboratory work hours are 8:00 a.m. to 4:30 p.m., Monday through Friday.

In general, the Administrative department work hours are 6:00 a.m. to 4:30 p.m., Monday through Thursday, except as allowed/assigned per the department manager.

In general, the General Manager and Human Resources work hours are 6:00 a.m. to 4:30 p.m., Monday through Thursday.

The Agency may amend the start times for all employees from time to time and will attempt to provide reasonable advance notice (e.g., four weeks notification if possible) prior to implementing such changes.

#### **Meal and Rest Periods**

All employees are provided periodic rest breaks during the workday.

If possible, any rest breaks and meal periods provided should be taken away from the regular work area to allow for uninterrupted time. An employee may leave the premises for rest breaks and meal periods; however, leaving the premises does not extend the scheduled rest break or meal time.

Employees are required to return to work promptly, and as scheduled, from any rest/meal break.

If for any reason an employee is unable to, or does not, take the scheduled rest breaks and/or meal periods, the employee must notify their supervisor as soon as possible.

#### **Rest Breaks**

Generally, employees are provided one (1) 15-minute paid rest break for each half of the work day, if working eight (8) hours or longer. If an employee works a 10-hour day, they are generally provided two (2) paid rest breaks: one in the first half of the work day, and another in the second half of the work day. To the extent possible, rest breaks are to be taken in approximately the middle of each half of the work period. Rest breaks cannot be combined or added to meal periods, or to beginning of day, or end of day.

If an employee works a 12-hour day, they are generally provided three (3) paid rest breaks: spread across the 12-hour workday. Rest breaks cannot be combined or added to meal periods, or to beginning of day, or end of day.

Rest breaks shall be scheduled by the department manager. Employees are required to return to work promptly at the end of any rest break.

#### **Meal Period**

For employees working ten (10) hours in a workday, the employee may be provided an unpaid, duty-free meal period of thirty (30) minutes. However, the employee and employer can mutually agree to waive the meal period on limited occasions.

For employees working on the rotating twelve (12) hour shifts in a workday, the employee may be provided two (2) paid meal periods of thirty (30) minutes each.

Any meal periods shall be scheduled by the department manager. Employees are required to return to work promptly at the end of any meal period. Meal periods cannot be combined or added to rest breaks, or to beginning of day, or end of day.

Meal periods are unpaid when the employee is relieved of all active responsibilities and restrictions during the period.

WWTP operators assigned to and working rotating shifts, as well as the Inventory Control Specialist, that are expected to remain on duty during any meal periods, receive a paid meal period.

#### **Eating & Drinking on Agency Premises**

Employees are to refrain from eating or drinking in areas that pose a potential for exposure of hazardous chemical and biological materials. The Agency provides lunchrooms for eating and drinking.

Eating and drinking are prohibited in laboratories and connecting offices.

## **Time Sheets for Employees**

The Agency requires all employees to keep accurate time records as a means of ensuring that employees are properly paid for the time they work.

All non-exempt employees are required to record all hours worked on their time sheets. Employees must also record on their time sheet any tardiness, approved paid time off, absence from work, and when they leave and return from the premises for any reason other than the Agency business or approved paid rest breaks. Employees are to also record all duty-free meal periods on their time cards.

Appropriate accrued leave must be used when available, to the extent permitted by law. Leave without pay may only be utilized with approval of the manager, and upon depletion of all appropriate accrued leave time.

Employees must sign their time sheets upon submission to the department supervisor and/or manager, confirming the number of hours reported for each payroll period. Supervisors and/or department managers will review and submit to Payroll the signed time sheets for processing.

Time sheets are the property of the Agency and constitute legal documents. Employees are required to complete their own time sheet and keep them up-to-date daily. An employee's supervisor may complete and submit an employee's time sheet in their absence. Falsification of time sheets is strictly prohibited. If an employee needs to amend or alter their time sheet to correct a recording error, the employee must first consult with their supervisor, initial the change, and obtain their supervisor's approval and initials.

## **Payroll/Paid Time Off Advances**

The Agency does not permit employees to take advances against future paychecks. Moreover, the Agency does not permit employees to use paid time off, such as paid vacation or paid sick time, before it actually accrues.

## **Pay Period**

Employees are paid on a bi-weekly basis. Paychecks will include earnings for all work performed for fourteen (14) consecutive calendar days beginning Sunday at 6:00 a.m. through the second Saturday at 5:59 a.m. All employees are paid on Friday following the end of the pay period.

## **Shower/Change Time (Operations/Maintenance Department Only)**

Operations and maintenance department employees who elect to take a shower at the end of their shift, shall be provided with fifteen (15) minutes of paid time prior to the conclusion of their scheduled workday for this purpose. Operations and maintenance department employees who are required to wear Agency uniforms, but who elect not to shower at the end of their shift, shall be provided with five (5) minutes paid time prior to the conclusion of the shift to change into street clothes.

Employees are not dismissed from the work building prior to their scheduled end-of-shift, unless approved by their immediate supervisor or manager.

#### **Lactation Accommodation**

Employees desiring to express breast milk for the employee's infant child while at work have the right to request lactation accommodation. Such employees may request this accommodation by speaking with their supervisor and/or HR. The Agency will meet with the employee about the accommodation, and will document the accommodation plan in writing. If the Agency is unable to provide break time or a compliant lactation location, the Agency will provide a written response to the employee's request. If possible, the lactation break time will run concurrently with any paid rest break time already provided to the employee. Any lactation break times that run beyond, or are in addition to, the normal authorized paid rest breaks are unpaid.

For any perceived violation of the employee's right to lactation accommodation, the employee has the right to file a complaint with the California Labor Commissioner.



## **HOLIDAYS**

All employees are eligible to receive paid time off for the following Agency observed holidays:

- New Year's Day (January 1<sup>st</sup>)
- Martin Luther King, Jr. Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4<sup>th</sup>)
- Labor Day (first Monday in September)
- Veterans' Day (November 11<sup>th</sup>)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving Day
- Christmas Eve (December 24<sup>th</sup>)
- Christmas Day (December 25<sup>th</sup>)
- Two (2) Floating Holidays (subject to special rules set forth below)

When any of the holidays listed above falls on a Sunday, the following Monday is generally deemed to be the paid Agency holiday in lieu of the day observed. When any of the above listed holidays falls on a Saturday, the preceding Friday is generally deemed to be the paid Agency holiday in lieu of the day observed.

Employees are eligible to receive a maximum of eight (8) hours of holiday pay at the employee's normal base rate of pay for the Agency recognized holidays listed above (regardless of the shift schedule that is worked by the employee). Holiday pay received for unworked time off does not count as hours worked for purposes of overtime calculation.

When the Agency-recognized paid holiday falls on the employee's normally scheduled day off, the non-exempt employee may elect to receive a pay-out of their normal base rate of pay for the holiday for a maximum of eight hours. Alternatively, the non-exempt employee may elect to have these holiday hours added to their vacation accruals. Exempt staff whose normally scheduled day off falls on an Agency-recognized holiday will be provided the eight (8) holiday hours as an addition to their vacation accruals.

An employee who is in "unpaid status" by the Agency for any reason on the day before the Agency recognized holiday is not eligible to receive holiday pay. Refer to Unpaid Status policy.

#### Floating Holidays

Employees are granted two (2) floating holidays at the beginning of the fiscal year (July 1). The maximum number of floating holidays that employees may have at any time is capped at two (2). Floating holidays are intended to be used by the employee prior to the end of the fiscal year. Any floating holidays that have not been taken by the employee by the end of the fiscal year will carry over to the next fiscal year, but any carry-over will count toward the cap of two (2) floating holidays. That is, an eligible employee who has taken only one (1) floating holiday during the fiscal year will be granted only one (1) additional floating holiday day at the beginning of the new fiscal year, bringing that employee up to their cap.

Floating holidays may be used in two (2) hour increments in conjunction with regular paid holidays of 8 hours or be used in full shift increments (e.g. 8 -hours, 10-hours and 12-hours).

#### Special Holiday Rate for Hours Worked on a Holiday

In the event that a non-exempt employee is required to work on an Agency-recognized holiday, the employee will receive one and one-half (1-½) times their normal hourly rate for hours worked on the holiday. In addition, the employee working the holiday will receive eight (8) hours of holiday pay. The hours worked on a holiday cannot be accrued as compensatory time. In some cases, as determined by the Public Employees Retirement System, the hours worked on a holiday must be reported as special compensation.



## **LEAVE**

#### **Vacation Leave**

The Agency permits eligible employees to accrue paid vacation leave time off from work to pursue their personal interests.

Regular full-time non-exempt employees accrue paid vacation time as follows:

<u>Years of Service</u> <u>Maximum Possible Monthly Accrual</u>

Years 1-5: Eight (8) hours per month Years 6-10: Ten (10) hours per month

Years 11-15: Thirteen and one-third (13-1/3) hours per month Years 16 or more: Fifteen and one-third (15-1/3) hours per month

Full-time exempt employees accrue twenty (20) hours per month of vacation leave.

Requests for use of vacation leave must be presented in writing to the supervisor or manager for approval. Employees are expected to provide advance notice of at least the same number of paid days off being requested. For example, if an employee requests one (1) day off, then they must give at least one (1) day of notice prior to the requested leave. Special consideration for approving vacation requested on shorter notice may be given when unusual circumstances occur.

Management must be advised as soon as possible when an employee wishes to cancel an approved request for vacation, or when an emergency occurs and the employee requests vacation without sufficient advance notice. The employee's vacation request is subject to approval by both the supervisor and the manager.

If an operational emergency or plant problem or other business need occurs during vacation periods that require additional staffing, personnel may be called back from vacation and/or vacation requests cancelled.

If an Agency recognized paid holiday occurs during an employee's approved vacation leave, the employee will receive the paid holiday time, and will not be charged paid vacation for the holiday.

If an employee becomes ill or is injured during the time that he or she is on approved vacation, the employee may request that the period of illness/injury be paid out of accrued sick leave, rather than as vacation leave. The employee's manager may require evidence in the form of a physician's certificate prior to approving the request to change vacation leave to sick leave.

Maximum vacation leave that can be carried over from fiscal year to fiscal year will be two hundred and forty (240) hours. Unused vacation leave accrued in excess of the two hundred and forty (240) hours will be paid out to the employee at their regular rate of pay at the end of each fiscal year. The Agency's fiscal year begins on July 1 and ends on June 30.

Employees who leave employment with the Agency for any reason will be paid for all accrued but unused vacation leave earned to the date of his or her separation at the current regular rate of pay.

Use of accrued vacation leave, does not count as hours worked for purposes of overtime calculation.

An employee that is on unpaid leave by the Agency for any reason, does not accrue paid vacation leave benefits.

### **Sick Leave**

Paid sick leave may only be used when an employee needs time off due to his or her own illness or injury, the illness or injury of the employee's immediate family member, to attend an employee's or family member's medical appointment, or otherwise as provided by law. Use of paid sick leave for any other purpose is not permitted.

Full-time employees accumulate paid sick leave at the rate of eight (8) hours per month. If an employee begins work after the first of the month, he or she will accrue sick leave benefits for the first month of employment on a pro rata basis, based upon the percentage of the month that the employee works.

Maximum sick leave that can be carried over from fiscal year to fiscal year will be one thousand five hundred (1,500) hours. Unused sick leave accrued in excess of the one thousand five hundred (1,500) hours will be paid out to the employee at his or her regular rate of pay at the end of each fiscal year. The Agency's fiscal year begins on July 1 and ends on June 30.

If the need for paid sick leave is foreseeable, the employee must provide reasonable advance notice. When an employee has the need to use unscheduled sick leave, as much notice as possible is requested, with a minimum notice of one (1) hour prior to the employee's normally scheduled shift time is expected. If at all possible, an employee must directly notify his or her supervisor or manager for approval of a request to use paid sick time.

If a paid holiday falls within a period of approved use of paid sick time, eligible employees will receive the paid holiday, and will not have the time deducted from his or her accrued paid sick leave. The employee must be in paid status to receive this paid holiday benefit.

For purposes of this sick leave policy, "immediate family member" means employee's spouse, domestic partner, child, parent, grandparent, brother, sister, or grandchild. In-law and step relationships are considered the same as blood relationships.

To request to use accrued paid sick leave, an employee must notify their supervisor at least one (1) hour prior to the beginning of their work-reporting time on the first day of a qualifying absence from work. In cases of emergency, the notification may occur within four (4) hours after the start time.

The employee may be required to furnish certification from an appropriate licensed health care provider for all absences of three (3) days or longer due to an employee's illness or injury, or the illness or disability of the employee's immediate family member prior to returning to work. In its sole discretion, the Agency may also require medical verification for a shorter absence.

Before allowing an employee to return to work following a sick/medical leave of three (3) days or longer, the Agency may require the employee to produce medical certification that he or she is able to return to work, and that sets forth any restrictions on the employee's ability to perform his or her normal work activities.

One hundred percent (100%) of accrued but unused sick leave will be paid upon retirement from the Agency.

Fifty percent (50%) of accrued but unused sick leave will be paid upon termination from the Agency.

Paid sick leave is a privilege and abuses of paid sick leave is not tolerated. Employees that abuse the use of paid sick leave shall be subject to disciplinary action, up to termination.

If an employee becomes ill or is injured during his or her vacation period, he or she may request the period of time of his or her illness/injury be paid out of their sick leave account, rather than vacation leave. The Agency may require evidence in the form of a health care provider's certificate prior to approving the request to change vacation leave to paid sick leave.

Use of accrued sick leave, does not count as hours worked for purposes of overtime calculation.

An employee that is on unpaid leave by the Agency for any reason, does not accrue paid sick leave benefits.

### **Administrative Leave**

Paid or unpaid administrative leave may only be granted by the GM, in rare cases, and at his or her sole discretion.

Use of accrued administrative leave, does not count as hours worked for purposes of overtime calculation.

# **Jury Duty Leave**

TTSA encourages all employees to accept their civic responsibility of serving on a jury. The Agency provides leave to employees who are called to serve as jurors or who are summoned to appear as witnesses in a judicial proceeding, pursuant to a subpoena or other court order.

Employees should notify the Agency as soon as practicable of the need for leave under this policy when they are called to jury service or summoned to witness duty, including providing appropriate documentation.

Employees are eligible to receive pay for jury duty service in an amount not to exceed ten (10) work days per year, provided that the employee reports to work on any day the employee is released from jury duty at a time when it is feasible to report to work. Verification of attendance at jury duty each day, listing the hours of attendance, is required upon return to work for time reporting purposes. Any allowance paid by the court for jury duty is to be retained by the employee, provided an Agency vehicle was not used.

An employee who is required to serve on jury duty for more than ten (10) working days will be provided unpaid leave for this purpose. The employee may elect to use accrued vacation for the remainder of the time he or she is absent from work for this reason.

Employees may request unpaid leave for mandated witness duty.

Employees requesting leave under this policy shall comply with the following requirements:

- On receiving a jury summons, or subpoena or other court order requiring appearance in a
  judicial proceeding as a witness, the employee should notify his/her supervisor or manager.
  Employees should submit appropriate documentation, including a copy of the jury summons,
  subpoena or other court order as soon as practicable.
- An employee who is released from jury service or witness duty before the end of his or her
  regularly scheduled shift is expected to report to work. Verification of attendance at jury duty
  each day, listing the hours of attendance, is required upon return to work for time reporting
  purposes.

# **Military Leave**

Military Leave shall be granted as provided by applicable State and Federal law.

# **Time Off for Voting**

In circumstances where an employee's work schedule does not provide sufficient time to vote on an election day, the Agency will provide a reasonable amount of time off during scheduled work time, including up to two (2) hours of paid time off, for employees to vote. Employees who need time off to vote must notify their supervisor or manager at least two (2) working days prior to election day. The Agency reserves the right in its sole discretion to specify a time period during which the polls are open for employees to leave work to vote.

Time off for voting, does not count as hours worked for purposes of overtime calculation.

Employees requesting leave under this policy should comply with the following requirements:

- 1. Notify their supervisor or manager at least two (2) days prior to election day of the need for time off to vote.
- 2. Coordinate the time off with their supervisor or manager prior to election day to ensure as little disruption as possible in the flow of work.

### **Bereavement Leave**

Regular and part-time employees may request paid time off for bereavement leave for a period not to exceed forty (40) hours per leave to take care of post-death matters.

An employee who wishes to take time off due to the death of an immediate family member must notify his or her supervisor or manager as soon as possible. For purposes of this policy, "immediate family member" is the employee's spouse, domestic partner, child, parent, grandparent, brother, sister, or grandchild. In-law and step relationships are considered the same as blood relationships.

# Family and Medical Leave Act and California Family Rights Act (FMLA and CFRA)

The federal Family and Medical Leave Act and the California Family Rights Act (FMLA/CFRA) provide eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave employees may use under this policy is twelve (12) weeks within a twelve (12) month period, except as otherwise required by law.

To be eligible for FMLA/CFRA leave under this policy, employees must:

- 1. Have worked at least twelve (12) months for TTSA in the preceding year;
- 2. Have worked at least one thousand two hundred fifty (1,250) hours for TTSA over the twelve (12) months preceding the date the leave would commence; and
- 3. Currently work at a location where there are at least fifty (50) employees within seventy-five (75) miles.

FMLA and/or CFRA leave may be taken for any of the following reasons:

- 1. To care for or bond with a newborn child.
- 2. Placement of a child with the employee and/or the employee's registered domestic partner for adoption or foster care to care or bond with the child.
- 3. To care for an immediate family member (employee's spouse, registered domestic partner, child, registered domestic partner's child or parent) with a serious health condition.
- 4. Because of the employee's serious health condition that makes the employee unable to perform his or her job.
- 5. A "qualifying exigency" arising out of the fact that the employee's immediate family member is on, or has been notified of an impending call to, "covered active duty."

Once TTSA determines an absence is for an FMLA/CFRA-qualifying reason, it will designate the absence as FMLA/CFRA.

Generally, a "serious health condition" is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider, and either prevents the employee from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities.

The Agency measures the period of twelve (12) months in which leave is taken by a rolling calendar period. This means that when an employee requests leave for a qualifying reason, the Agency will look back in the past twelve (12) months to determine whether the employee has any remaining FMLA/CFRA time.

FMLA/CFRA leave for the birth of a child, or placement of a child for adoption or foster care, must be concluded within twelve (12) months of the child's birth or placement.

Eligible employees may take FMLA/CFRA leave in a single block of time, intermittently (in separate blocks of time) or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member. Intermittent leave for the birth of a child, to care for a newborn child or for the placement of a child for adoption or foster care generally must be taken in at least two-week increments, with shorter increments allowed on two occasions. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the Agency's operations.

Employees are required to use applicable accrued paid leave (such as sick leave, vacation, administrative or compensatory time, etc.) concurrently with the FMLA/CFRA leave, to the extent permitted by law.

The only exception to the above is during any period in which the employee is receiving temporary disability benefits (e.g., for workers' compensation or short-term disability, including pregnancy-related disability), the employer cannot require the employee to substitute his or her accrued paid leave in coordination with those disability benefits. However, the employer and employee may agree to do so.

Once the employee's accrued paid leave time is exhausted, the remainder of the FMLA leave is unpaid time off.

The Agency maintains health care coverage during FMLA/CFRA leave on the same terms as if employees had continued to work. Employees must make arrangements to pay their share of health plan premiums while on unpaid leave. Use of FMLA/CFRA leave does not result in the loss of any employment benefit that accrued prior to the start of leave under this policy.

When seeking leave under this policy, employees must provide to HR the following:

- 1. Thirty (30) days' advance notice of the need to take FMLA/CFRA leave if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with TTSA's normal call-in procedures, absent unusual circumstances.
- 2. Medical certification supporting the need for leave due to a serious health condition affecting the requesting employee or an immediate family member.
- 3. Periodic reports as deemed appropriate during the leave regarding the employee's status and intent to return to work.
- 4. Medical certification of release to return to work, with or without medical restrictions, if the leave was due to the employee's serious health condition.

To the extent required by law, the Agency will inform employees whether they are eligible for leave under the FMLA/CFRA. Should employees be eligible for FMLA/CFRA leave, the Agency will provide them with a notice that designates the leave as FMLA/CFRA, and that specifies any additional information required, as well their rights and responsibilities. If employee is not eligible for FMLA/CFRA leave, the Agency will provide a reason for the ineligibility.

Upon returning from FMLA/CFRA leave, employees will be restored to their original position or to an equivalent position with equivalent pay, benefits and other employment terms and conditions, to the extent required by law.

For more information regarding leave under this policy, employees should contact HR.

# **Pregnancy Disability Leave (PDL)**

The Agency provides and grants to all pregnant employees regardless of length of service the right to take a Pregnancy Disability Leave (PDL) during the period of time that a medical care provider determines the employee is actually disabled by pregnancy or a related medical condition. PDL can be for up to a maximum of four (4) months. For planning purposes, it may be helpful for you to know that the typical period of disability for pregnancy and related medical conditions is often six (6) to eight (8) weeks – please discuss with your healthcare provider the anticipated period of disability for your pregnancy. Such leave requests will be made and evaluated in accordance with all applicable federal and state laws. If you are also eligible for a FMLA/CFRA Leave, the leaves will be integrated and run concurrently.

Employees requesting foreseeable PDL leave, should ordinarily provide thirty (30) days' notice in advance of the date the leave is to begin as well as the estimated date upon which the employee will return to work.

Employees taking pregnancy disability leave may elect whether or not to use any accrued paid time off in conjunction with the leave.

Health insurance premiums will continue to be paid by the Agency to the same degree it was provided before the leave began in accordance with the FMLA/CFRA policy.

Upon completion of the leave, a written notice by the health care provider is required to authorize a return to work. Should the health care provider indicate physical limitations upon return to work, such limitations must be discussed with and approved by management.

Apart from medical disabilities associated with pregnancy and/or childbirth, requests for additional time off will be considered in the same manner as any other request for an unpaid personal leave with the exception of requests that meet the requirements for FMLA/CFRA, as described within this handbook.

The Agency will provide reasonable lactation accommodation for employees who wish to express breast milk for their infant when they return to work. See Lactation Accommodation within this handbook.

# **Paid Family Leave**

Employees may be eligible to apply to the state of California to receive Paid Family Leave (PFL) partial wage replacement benefits, which are funded through payroll deductions and coordinated through the state Employment Development Department (EDD). PFL provides limited compensation, per EDD requirements, when an employee needs to take leave from work to care for certain seriously ill family members, or to bond with his or her newborn, foster child or newly adopted child.

The PFL program does not provide employees with either a right to a leave of absence or job protection; PFL simply provides some state-provided monetary benefits to eligible employees.

### **California Parental Leave**

The following is applicable to employers with at least 20 employees, but fewer than 50 employees. Please note that the California New Parent Leave Act does not apply to employees who are eligible for leave under the federal Family and Medical Leave Act (FMLA) or the California Family Rights Act (CFRA). (See FMLA/CFRA leave policy, above.)

Employees eligible for this leave may take up to 12 weeks of unpaid leave in a 12-month period to bond with a new child within one year of the child's birth, adoption or foster care placement.

#### Eligibility

To be eligible for parental leave under this policy, an employee must:

- Have worked at least 12 months for TTSA;
- Have worked at least 1,250 hours for the Agency over the preceding 12 months; and
- Currently work at a location where there are at least 20 employees within 75 miles.

Parental leave may be taken for any the following reasons:

- To bond with a newly born child.
- To bond with a child placed with the employee for adoption or foster care.

In the case where both parents are employed by TTSA and are otherwise eligible for leave, the combined total leave amount for both employees may not exceed 12 weeks.

Parental leave must be concluded within 12 months of the child's birth, adoption or foster care placement.

### Intermittent Leave

Eligible employees may take parental leave in at least two-week increments, with shorter increments allowed on two occasions. Employees who wish to take intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt Agency operations.

### Use of Accrued Paid Leave

Employees may choose to use accrued paid leave (such as sick leave, vacation, compensatory time, etc.) concurrently with some or all of their parental leave. To use paid leave concurrently with parental leave, eligible employees must comply with the Agency's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice).

Employees may also apply for California's Paid Family Leave insurance benefits through the California Employment Development Department (EDD).

### Maintenance of Health Benefits

If employees and/or their families participate in the Agency's group health plan, TTSA will maintain coverage during parental leave on the same terms as if an employee had continued to work. If applicable, an employee must make arrangements to pay their share of health plan premiums while on leave.

#### Procedures

When seeking leave under this policy, employees must provide to HR the following:

Reasonable advance notice of the need to take parental leave, if the need for leave is foreseeable. In the case of unforeseeable leave, the employee must provide notice as soon as practicable, and in compliance with the Agency's normal call-in procedures, if at all possible.

### Job Restoration

Upon returning from parental leave, an employee will be restored to their original position or to a comparable position, to the extent required by law.

#### Failure to Return After Parental Leave

If an employee fails to return to work as scheduled after parental leave or if an employee exceeds the 12-week parental leave entitlement, the employee will be subject to the Agency's other applicable leave of absence, accommodation and attendance policies.

### **Medical Leave of Absence**

Employees who are not eligible for FMLA/CFRA leave may nonetheless request a leave of absence due to the employee's own medical condition that temporarily prevents them from working. A physician's statement must be provided verifying the need for a medical leave of absence and stating the beginning and expected ending dates. As soon as you become aware of the need for a medical leave of absence without pay, you should request a leave from Human Resources.

Non-FMLA medical leave may be generally granted for a period of up to 12 weeks in any 12-month period. Employees must take any available and appropriate accrued leave as part of the approved period of leave.

Paid time off benefits will continue to accrue as long as the employee is in paid status. The Agency maintains health care coverage during approved medical leaves of absence as long as the employee is in paid status, or otherwise as required by law. Employees should work with Human Resources to make arrangements to pay their share of health plan premiums while on unpaid leave. When the leave ends, the Agency will ordinarily return you to the same position, if it is available, or to a similar available position for which you are qualified, if available. However, the Agency cannot guarantee reinstatement.

At the conclusion of the leave, a written notice by the health care provider is required to authorize a return to work. Should the health care provider indicate any restrictions on the employee's ability to work, the Agency will engage in the interactive process with the employee to discuss whether and how such limitations may be accommodated.

### **Unpaid Leave Status**

An employee who is in unpaid leave status and is not receiving any type of pay from the Agency (including pay for wages, sick leave, vacation, administrative leave, holidays, etc.) does not accrue any paid time off benefits (including but not limited to paid vacation, paid sick leave, holidays, etc.)

# **Returning from a Leave of Absence**

The employee must notify their manager at least seven calendar days prior to the scheduled return date from a leave of absence.

The Agency, at its discretion and based on anticipated business needs and operational concerns, might not be able to hold an employee's position open during a leave of absence, except as required by law or policy.

# **REDUCTION IN WORKFORCE/REORGANIZATION**

It is possible, in the event of lack of funds, lack of work, enhanced efficiency, or curtailment of operations, that the Agency may reduce the Agency's work force or reorganize. If necessary, the GM, in conjunction with HR and the affected department(s) manager, will determine the classifications and number of employees to be reduced.

All regular employees designated for lay off will generally be given written notice of such layoff at least thirty (30) calendar days prior to the effective date of the lay-off, if possible.

A reduction in force is not disciplinary in nature. Accordingly, a lay-off decision does not permit the affected employee either a right to respond or a right to appeal.



# **DISCIPLINE AND TERMINATION**

Every employee is expected to comply with reasonable standards of professional workplace conduct and satisfactory job performance, as well as with all Agency policies. Failure to meet any of these standards may result in appropriate disciplinary action.

### Types of Behavior That May Result in Discipline

Though it is not possible to list all forms of behavior that are unacceptable in the workplace, the following are examples of the types of behavior that are considered infractions of T-TSA's rules of conduct. Employees engaging in behavior such as the following may be subjected to disciplinary action, up to and including termination of employment.

The following list is just a summary, and is not intended to be exhaustive:

- 1. Theft or inappropriate removal, possession, or destruction of Agency property or the property of a fellow employee.
- 2. Violation of the Agency's Drug and Alcohol policy.
- 3. Engaging in, or threatening, violence in the workplace, including use of abusive, threatening, or obscene language.
- 4. Violation of the Agency's Policy Prohibiting Discrimination, Harassment, and Retaliation.
- 5. Engaging in bullying behavior.
- 6. Unauthorized disclosure of the personal or confidential information of another employee or of the Agency.
- 7. Possession of dangerous or unauthorized materials or weapons, such as explosives or firearms, in the workplace, including in Agency parking lots, properties and off-site work areas.
- 8. Falsifying Agency records or reports, including time records.
- 9. Sleeping on duty.
- 10. Unsatisfactory job performance.
- 11. Insubordination.
- 12. Failure to comply with any Agency policies or rules.
- 13. Excessive or unauthorized absences or tardiness.
- 14. Engaging in any act which is incompatible with service to the public or otherwise adverse to the operations or interests of the Agency.
- 15. Dishonesty.

### **Types of Disciplinary Action**

Disciplinary action generally consists of any one or more of the following (including termination as the initial action):

- Oral Warning
- Written Reprimand
- Suspension
- Demotion
- Termination

The level of discipline imposed depends on numerous factors, including but not limited to the nature of the offense and past disciplinary history. The Agency may, in its discretion, impose whatever discipline

it considers appropriate. There is no requirement that it impose any particular disciplinary step or steps before proceeding to termination; the Agency may determine that termination is appropriate without taking any less severe disciplinary step first.

### Right to Respond to Discipline

Response to Written Reprimand. Any regular employee who receives a written reprimand is entitled to respond to that reprimand by drafting a written response. The employee's written response must be submitted, if at all, within fourteen (14) calendar days following the employee's receipt of the reprimand.

Any such written response will be attached to the written reprimand and placed in the employee's personnel file.

This entitlement does not apply to employees on introductory probation. Such employees have no right to make a written response to a written reprimand

<u>Response to Proposed Severe Discipline (Skelly Response).</u> Before the Agency makes a final determination to impose more severe discipline (e.g., suspension of more than five days, demotion, or termination), it will provide the regular employee with the following:

- 1. Written notice of the proposed disciplinary action and the proposed effective date for such action;
- 2. Reasons for the proposed disciplinary action;
- 3. A copy of the materials upon which the proposed disciplinary action is based; and
- 4. An opportunity to respond to the proposed discipline in writing, to the GM.

The written response to the GM must be submitted, if at all, within seven (7) business days of the employee's receipt of the proposed discipline.

If the employee does not timely respond, then the proposed disciplinary action shall become final as of the effective date stated in the notice of intended disciplinary action. If the employee chooses to respond timely, the Agency will make a final decision regarding the proposed disciplinary action after considering the employee's response, and will provide notice of that final decision to the employee.

Prior to the effective date of any proposed disciplinary action, the General Manager may place the affected employee on paid administrative leave if the GM determines that to be necessary and appropriate.

This Skelly Response section does not apply to introductory probationary employees. Such employees have no Skelly Response rights.

### **Appeal of Termination**

If the Agency terminates the employment of a regular employee, the employee may appeal the final termination decision to the Board of Directors through use of the following procedure. No other disciplinary decisions may be appealed. Introductory employees have no right to appeal any disciplinary decision to the Board.

The employee may choose to appeal either on written briefs or by oral hearing, but not both.

<u>Written briefs</u>. Within fourteen calendar days following the employee's receipt of the Agency's notice of a final termination decision (if delivered personally), or within twenty-one calendar days after issuance of the Agency's notice of a final termination decision (if delivered by mail), the terminated employee may deliver to the Agency's Board of Directors a written appeal of the final termination decision. The appeal shall consist of a concise written statement setting forth all reasons why the employee believes the termination decision imposed by the Agency should be overturned or modified. Any such written appeal should include any documents the employee believes are relevant and should be considered by the Board. Delivery of the written appeal to the Board will be deemed complete when delivered to the Administrative Secretary in person or when deposited in the United States mail, postage prepaid, and addressed to the Agency's Administration Office.

If a terminated employee delivers a timely written appeal, the Agency will provide to the Board a written response to the appeal brief within fourteen calendar days after receipt of the employee's appeal. The Agency will also provide a copy of its written response to the terminated employee.

At its sole discretion, the Board may appoint an individual (whether or not a Board member) to review the written briefs and render an advisory decision to the Board. Within sixty days after receipt of a timely written appeal and Agency written response, the Board will issue a written decision regarding the disciplinary action. The Board decision shall be delivered to all parties and shall be final and binding.

Oral Hearing. To request an oral hearing on appeal, the terminated employee must, within seven calendar days following the employee's receipt of the Agency's notice of a final termination decision (if delivered personally), or within fourteen calendar days after issuance of the Agency's notice of a final termination decision (if delivered by mail), deliver to the Agency's Board of Directors a written request to have an oral appeal hearing of the final termination decision. In such case, the Agency's Board of Directors will make reasonable efforts to set the matter for hearing within sixty (60) days after receipt of a timely served written request for a hearing on appeal. The Board may determine whether it wishes to hear the matter collectively, or alternatively to designate a single Board member or other outside hearing officer to hear the matter.

At the hearing, the employee shall be entitled to be present at all sessions of the hearing when evidence is being received. Each side shall have the right to be represented by counsel, to present its case or defense by oral or documentary evidence, to submit rebuttal evidence and to conduct such cross-examination as may be required for full disclosure of all relevant facts. Testimony shall be under oath which shall be administered by the Secretary or other authorized person.

The hearing need not be conducted according to the technical legal rules relating to evidence and witnesses. The Board may, upon a request by any party, or on its own initiative, request files and documents in the custody of the Agency that may be relevant to the matter before it. No evidence other than that presented at the hearing, or as may be requested by the Board, shall be considered by the Board in rendering its decision. Any procedural matter, including but not limited to objections to the evidence, shall be ruled on by the Board, or the Board designee.

The hearing, if any, shall be recorded. If either party requests that the hearing be transcribed by a court reporter, the party making the request shall bear the cost involved.

Within sixty days following the oral hearing, the Board will issue a written decision regarding the disciplinary action. The Board decision shall be delivered to all parties and shall be final and binding.

At its sole discretion, the Board may appoint an individual (whether or not a Board member) to act as hearing officer. In such event, the hearing officer will conduct the hearing in accordance with the above, and will render an advisory decision to the Board.



# **TRAVEL**

The Agency will reimburse employees for reasonable work-related travel and related expenses incurred on behalf of the Agency. Any work-related travel shall be at the most reasonable and economical cost to the Agency, considering total cost of transportation, time spent in transit, and the availability of Agency vehicles.

Employees should endeavor to attend training and conferences close to the Agency or the surrounding area whenever possible, provided such training or conference is of comparable value to that offered at more distant locations. Any such training/conference request requires pre-approval in writing by the department manager before the employee will be permitted to attend and/or to request reimbursement of travel expenses.

It is assumed and expected that any expenses incurred under this policy will be appropriate to the circumstances, and consistent with the best interests of the Agency and its desire to minimize travel costs.

All employees traveling on Agency business, including attendance at training sessions, seminars, conventions, professional associations, and any emergency work-related travel, must comply with the provisions of this policy.

Any travel associated expenses that are personal, but that happen to be incurred during approved travel on Agency business, must not be submitted for reimbursement along with reimbursable work-related Agency travel expenses.

All employee travel must be approved in advance by their department manager.

Employees wishing reimbursement under this policy must complete a TTSA Employee Expense Report. Employees must first submit the completed Report for approval by the department manager and Human Resources prior to submittal to Accounting for payment. Applicable original receipts, registration forms, brochures and/or event agendas must be attached to, and submitted with, the Report in order to be considered for reimbursement.

### Meals During Work-Related Travel

Employees may request reimbursement for the cost of meals (including tip/tax) related to business travel, as follows:

Breakfast – Up to \$20 Lunch – Up to \$20 Dinner – Up to \$40

In lieu of individual meal reimbursements, total daily reimbursements (per 24 hours of travel) may be provided to the employee, in an amount not to exceed the daily total of the meals listed above. Receipt(s) must be provided.

### **Ineligible Expenses**

The following list is intended to provide some examples of unacceptable travel expenses which will not be reimbursed. This list is not exhaustive:

- Alcoholic beverages
- Tobacco
- Laundry, cleaning, valet services (unless the hotel where employee is staying for work purposes requires valet parking)
- Personal telephone calls
- First class travel when coach is available
- Any meals and lodging included in registration fee
- Expenses of a spouse or other non-employee
- Loss or damage to personal property
- Other personal or any non-business related expenses

### Compensable Time During Work-Related Travel

Generally, the time an employee regularly spends commuting from home to work or from work to home is not compensable work time, whether the employee reports to a fixed location or to different job sites. An exception to this may exist when the different worksite is substantially farther than the regular location.

Travel in a Single Day. Travel time is considered compensable work time if an employee has a management-approved special assignment that calls for the employee to travel to and from another location in a single day. In this case, single-day travel time both during and outside the employee's regular work hours is compensable. The employee's usual meal time is not compensable, provided the employee is able to take a duty-free meal.

Travel Overnight. An employee who is required by the Agency to be away from home overnight on business is generally compensated for work-related travel that occurs during those periods that coincide with the employee's regular working hours (generally 7:30 a.m. to 4:00 p.m. or as established by the department). Such travel time is compensable even if it occurs on a non-working day (for example, Saturday or Sunday). Because of the nature of the schedules of the shift operators, their "regular working hours" are considered to be 8:00 a.m. to 4:30 p.m. for purposes of determining what hours will be considered compensable for travel purposes. However, if business-related travel occurs outside of the above listed hours, the time may be compensable (e.g. travel in the evening to/from a conference).

While an employee is traveling out-of-town overnight for business and the day's work-related events have been completed, and an employee is free to choose the way their time is spent, that time is not compensable. For example, time spent exploring the city in which a conference is scheduled is not compensable.

Personal Side Trips. On occasion, an employee may be traveling for work in an area the employee would like to explore further, before or after the work-related duties have commenced or ceased. In such cases, time and related expenses for any such personal side trip are not work-related, and thus are neither compensable nor reimbursable.

### **Mileage During Travel**

The Agency will attempt to make an Agency vehicle available to employees to use for work-related travel. If there are no Agency vehicles available, or if pre-approved by department manager, and the employee uses a personal vehicle for work-related travel, mileage will ordinarily be reimbursed at the per mile rate set by the Internal Revenue Service (IRS). Employees using a personal vehicle for work-related travel must have proof of current registration and insurance for that vehicle.



# **EDUCATION**

### **Tuition Reimbursement**

The Agency encourages employees to further their professional development by seeking educational opportunities outside of work. Tuition reimbursement may be available to employees who wish to further their education in an effort to enhance skills applicable to his or her position or to take coursework that may enhance advancement potential for a career path within the same classification series as the employee's current position. To be reimbursable, any such tuition costs must be for coursework from an accredited academic institution and must be approved in advance by the department manager. The approval for reimbursement depends primarily upon the course and its relevance to the employee's current position. Approval must be obtained prior to commencement of each course and course attendance must occur outside of employees scheduled work hours. Approval of tuition reimbursement requests may be limited or denied due to budgetary limits or concerns, among other reasonable factors, in the sole discretion of the Agency.

Classes for preparation of obtaining the next higher certification within the employee's current classification series (e.g., Operator III certification class for operators) shall be subject to the provisions of tuition reimbursement.

The following are among the factors considered by the department manager when a request for tuition reimbursement has been made:

- 1. The nature and purpose of the study
- 2. The benefits to be derived by the employee and the Agency
- 3. The employee's level of responsibility and length of service
- 4. The estimated cost
- 5. The degree to which the course is job related, as determined by the immediate supervisor and department manager. "Job related" is defined as coursework that would increase the individual's abilities, knowledge, and skills to directly improve or enhance performance in the current position or enhance advancement potential for a career path within the employee's current classification series.

The following criteria apply to any tuition reimbursement requests:

- 1. The employees must be a full-time, regular employee to be considered for tuition reimbursement;
- 2. The employee must submit a request for reimbursement prior to beginning the coursework;
- 3. Course attendance must occur outside of work hours and may not affect work performance;
- 4. A grade "C" or better must be obtained and proof of the passing grade supplied prior to any reimbursement:
- 5. A maximum of \$1,000 per fiscal year will apply to any tuition reimbursement requests;
- 6. The reimbursement request only includes the cost of both tuition and books;
- 7. Employees will not be reimbursed for courses taken while not employed by the Agency;
- 8. Approval of a reimbursement request is valid only for the semester/coursework approved; and
- 9. Final grade statements, along with receipts for books and tuition, must be submitted prior to any reimbursement being provided.

# **Training Classes, Seminars, Conferences**

The Agency may elect to send employees to approved and work-related training classes, seminars and/or conferences at its expense. While these programs are normally scheduled during regular working hours, sometimes there may be a need to attend evening or weekend classes or activities. Such programs will generally be considered as compensable time for the employee required to attend.

### Certifications

This section pertains only to certification issued by the State Water Resources Control Board, the California Water Environmental Association, and the State Health Department Water Certification in Operations, Maintenance, Instrumentation and Electrical, and Laboratory fields. State law requires that treatment plant operators be certified at levels determined by their job classification. Agency job descriptions set minimum levels of certification required for certain positions.

Employees hired into a position for which a certain level of certification is required is generally expected to hold that level of certification. If the employee does not yet hold the certification required, and if permitted in the employee's job description, that employee will be given three (3) testing cycles, which is approximately eighteen (18) months to attain the required level of certification. If the employee does not attain the required certification within the defined time period allotted, the employee shall be either: demoted to a job classification to which the employee is qualified, provided a position is available in the job classification; or terminated, at the sole discretion of the Agency.

In no event shall an employee be promoted to a position without meeting all the minimum qualifications as listed in the job description. When a higher certification is obtained making an employee possibly eligible for a promotion within their classification series, the date of the certification submission to the Agency will be interpreted as the certification issuance effective date for possible promotion purposes.

For certifications within the employee's area of expertise, the Agency shall reimburse the employee for testing fees upon successful completion of the certification. An employee's area expertise shall be:

- WWTP: Certified Wastewater Treatment Plant Operator Certification
- Mechanics: Mechanical Technologist Certification
- I&E: Electrical/Instrumentation Certification
- Chemists: Laboratory Analyst Certification

Employees that obtain certifications outside their area of expertise shall receive an over-certification award of \$250.

Employees shall be responsible for maintaining and renewing their certification. The Agency will pay for the renewal of certifications held by employees.

# **Organization Memberships and Licenses**

The Agency will pay for employee participation in professional memberships and licenses required for their classification. Other professional memberships shall be approved on a case-by-case basis and may be limited or denied due to budgetary limits or concerns, among other reasonable factors, in the sole discretion of the Agency.

# **UNIFORMS AND DRESS CODE**

Specified Agency positions may be required to wear a uniform based on a determination by the Agency.

The official uniform, as provided by the Agency, will include the following items as determined by individual departments:

#### MAINTENANCE:

- Uniform Shirt(s) Eleven (11) provided through uniform service
- Uniform Pant(s) Eleven (11) provided through uniform service
- Sweatshirt or light jacket with TTSA logo One (1) ordered at hire
- Winter jacket with TTSA logo One (1) provided as needed
- Protective summer boots (must meet PPE requirement) One (1) provided at hire; then up to one time annually thereafter
- Protective winter boots (must meet PPE requirement) One (1) provided as needed; then up to one time every three (3) years thereafter
- Baseball cap with TTSA logo One (1) provided at hire
- Winter insulated coveralls/snow pants with TTSA logo One (1) provided as needed

### **OPERATIONS:**

- Uniform Shirt(s) Eleven (11) provided through uniform service
- Uniform Pant(s) Eleven (11) provided through uniform service
- Sweatshirt or light jacket with TTSA logo One (1) ordered at hire
- Winter jacket with TTSA logo One (1) provided as needed
- Protective summer boots (must meet PPE requirement) One (1) provided at hire; then up to one time annually thereafter
- Protective winter boots (must meet PPE requirement) One (1) provided as needed; then up to one time every three (3) years thereafter
- Baseball cap with TTSA logo One (1) provided at hire
- Winter insulated coveralls/snow pants with TTSA logo One (1) provided as needed

#### LABORATORY:

- Uniform Shirt(s) Eleven (11) provided through uniform service
- Uniform Pant(s) Eleven (11) provided through uniform service
- Sweatshirt or light jacket with TTSA logo One (1) ordered at hire
- Winter jacket with TTSA logo One (1) provided as needed
- Protective summer boots (must meet PPE requirement) One (1) provided at hire; then up to one time annually thereafter
- Protective winter boots (must meet PPE requirement) One (1) provided as needed; then up to one time every three (3) years thereafter
- Baseball cap with TTSA logo One (1) provided at hire
- Winter insulated coveralls/snow pants with TTSA logo One (1) provided as needed

Uniform Laboratory Overcoat – Four (4) provided through uniform service ENGINEERING:

- Uniform Shirt(s) Eleven (11) provided through uniform service
- Uniform Pant(s) Eleven (11) provided through uniform service
- Sweatshirt or light jacket with TTSA logo One (1) ordered at hire
- Winter jacket with TTSA logo One (1) provided as needed

- Protective summer boots (must meet PPE requirement) One (1) provided at hire; then up to one time annually thereafter
- Protective winter boots (must meet PPE requirement) One (1) provided as needed; then up to one time every three (3) years thereafter
- Baseball cap with TTSA logo One (1) provided at hire
- Winter insulated coveralls/snow pants with TTSA logo One (1) provided as needed

#### INFORMATION TECHNOLOGY:

- Uniform Shirt(s) Eleven (11) provided through uniform service
- Uniform Pant(s) Eleven (11) provided through uniform service
- Sweatshirt or light jacket with TTSA logo One (1) ordered at hire
- Winter jacket with TTSA logo One (1) provided as needed
- Protective summer boots (must meet PPE requirement) One (1) provided at hire; then up to one time annually thereafter
- Protective winter boots (must meet PPE requirement) One (1) provided as needed; then up to one time every three (3) years thereafter
- Baseball cap with TTSA logo One (1) provided at hire
- Winter insulated coveralls/snow pants with TTSA logo One (1) provided as needed

#### ADMINISTRATIVE:

- Tailored Shirt(s) with TTSA logo Four (4) provided through uniform service or ordered at hire
- Sweatshirt or light jacket with TTSA logo One (1) ordered at hire
- Winter jacket with TTSA logo One (1) provided as needed
- Protective summer boots (must meet PPE requirement) One (1) provided at hire; then up to one time annually thereafter
- Protective winter boots (must meet PPE requirement) One (1) provided as needed; then up to one time every three (3) years thereafter
- Baseball cap with TTSA logo One (1) provided at hire
- Winter insulated coveralls/snow pants with TTSA logo One (1) provided as needed

Items listed above may be replaced during employment, based upon normal wear and tear. Used items will be returned and replaced with a similar new item. Replacement of lost items will require GM approval. The Agency, at its sole discretion may amend or substitute any of the above attire as deemed necessary.

Uniforms and laundry service are provided to Agency employees. It is the responsibility of the employee to take care of the uniforms provided, to report any wear or damage and to turn in the uniforms for regular cleaning at the appropriate designed location each pick-up and delivery day.

Uniforms issued to employees are the property of the Agency. Upon separation of employment from the Agency, employees shall return all issued uniforms.

The Agency will not reimburse employees for employee purchased attire.

#### **Professional Dress Standards**

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines.

Employees that primarily work in an office may wear professional office attire, including jeans, in lieu of the uniformed shirts and pants. The Agency will not reimburse employees for professional office attire.

Because each employee is a representative of the Agency in the eyes of the public, each employee must report to work properly groomed and wearing appropriate clothing. Employees who report to work inappropriately dressed may be asked to clock out and return in acceptable attire.

Unacceptable clothing includes, but is not limited to: tank or halter tops, t-shirts without the TTSA logo, flip-flops, sheer clothing, revealing attire, sweat pants. Clothing should be clean and without rips or holes.



# **HEALTH AND SAFETY**

# **Safety Programs**

The Agency is committed to providing a work environment that is safe and healthy. We have established an Injury and Illness Prevention Program (IIPP) to support our safety efforts by identifying and correcting workplace safety issues and educating our employees. The Agency's safety program coordinator is the Safety Officer. Employees are required to comply with all Agency safety programs and other local, state and federal requirements.

Employees who do not comply with Agency safety programs may be subject to disciplinary action, up to termination.

# **Workers Compensation**

The Agency, in accordance with state law, provides insurance coverage for employees in case of work-related injury. Refer to the Injury and Illness Prevention Program (IIPP) document for Agency procedures related to workers' compensation.

# **Respiratory Protection**

In order to protect employees from respiratory hazards and comply with OSHA regulations, employees who are required to work in confined spaces and hazardous atmospheres must be tested initially, then trained annually for wearing personal respiratory protection equipment. If there are changes to the employee's health, depending on the conditions, they may be required to receive a medical examination to determine fitness for respirator use. All employees who may be required to wear personal respiratory protection equipment must ensure that there is no facial hair, including sideburns and mustaches, that comes between the sealing surface of the facepiece and the face or that interferes with valve function.

The policy applies to Wastewater Treatment Plant Operators, Maintenance Mechanics, Electrical/Instrumentation Technicians, and active members of the First Responders emergency response team who are required to complete an annual OSHA respiratory protection fit test. They may be required to perform confined space entries and/or emergency work in hazardous atmospheres, except those employees with a valid and current written waiver on file.

### Temporary Waivers

A temporary waiver may be granted by the Safety Officer or HR to an employee working in a job position listed above, if the Safety Officer or HR concludes that the employee's long-term assignments adequately restrict his/her work in hazardous atmospheres and confined space entries to planned and scheduled projects, provided the employee agrees to meet all of the respiratory fit test requirements for those planned and scheduled projects. The employee must complete the Temporary Waiver Request form and have received written approval by his/her supervisor and/or department manager.

The waiver may be revoked at any time at the discretion of the Safety Officer or HR. The employee must continue to successfully fit test under the Agency's annual respiratory protection program protocol to retain this accommodation. Employees with a valid waiver may grow a beard, mustache and sideburns provided that they maintain their appearance in a neat, well-groomed fashion.

# **APR/SCBA Employees**

A Pulmonary Function Test (PFT) with medical evaluation is required for respirator certification, upon hire, then annually for all employees whose work requires use of a respirator to protect their health or those that choose to have one assigned to them. Generally, these employees include maintenance and operations employees, as well as all First Responders.

Additional medical testing will be provided as required by applicable law.

# First Responders/HAZWOPER

Employees in various positions, on a voluntary basis (in some cases), fulfill the duties of being a First Responder. First Responder duties include the following (not all inclusive):

- Trainings to prepare the employee to be in a better state of readiness to respond to an emergency
- Drills, involving chemical releases, injuries, rescues, etc. that invoke various safety programs associated with each hazard that may be encountered
- Meetings with First Responder team

To be eligible to perform first responder duties, an individual must first satisfactorily complete the 40-hour HAZWOPER certification and take all of the required trainings that the Agency requires of all First Responders.

# **Safety Award Program**

On a quarterly basis, the Safety Committee comprised of members from each department, review all safety suggestions submitted during the quarter. Safety suggestions can be any situation or suggestion that will make the Agency safer and are submitted using the safety suggestion form located at the Safety Suggestion drop box outside of the maintenance area, in the hallway. The Agency may provide two (2) hours of paid administrative leave to each employee whose safety suggestion is accepted, as determined by the Safety Committee. All Safety Committee decisions are final and may not be appealed.

# **Security Measures**

The Agency is committed to providing a workplace that is safe and secure for our employees, contractors, and visitors. In an effort towards meeting this objective, the Agency has installed security cameras in a number of open, non-private areas within its facilities. Please contact HR for a list of the current locations.

Refer to the Injury and Illness Prevention Program (IIPP) document for Agency procedures related to security measures.

# **Incident Reporting**

Incidents will be investigated as management deems necessary. Refer to the Injury and Illness

Prevention Program (IIPP) document for Agency procedures related to incident reporting.

Employees involved in incidents and do not report accordingly shall be subject to disciplinary action, up to termination.



# AGENCY VEHICLES AND EQUIPMENT

# **Employee Driving Standards**

Employees whose duties necessitate driving in the course of employment are required to maintain an acceptable driving record. The Agency's insurance carrier requires that employees who drive on the job meet established minimum standards for purposes of insurability. At a minimum, all employees who are required to drive in the course of their employment must maintain a valid California or Nevada driver's license. Employees who drive as a part of their job duties are provided a copy of the driving standards with which they are expected to comply.

Employees who are required to drive as part of their job must immediately report to the direct supervisor or manager any driving violation, citation, accident or incident that may result in a suspension or revocation of a driver's license, or that results in violation points on their driving record.

# **Use of Agency Vehicles**

Agency owned vehicles are provided and are not to be used for private transportation or personal business (except as described below). Agency vehicles must be parked at the plant site when not in use and will ordinarily be available to all personnel for any valid business-related purpose.

Agency employees who drive Agency vehicles are required to possess a valid California or Nevada driver's license.

It is a requirement to use seat belts in all vehicles used for Agency business. Agency employees are not permitted to have any passengers in Agency vehicles, unless the presence of the passenger is business related. Illegal cellular phone usage while operating Agency vehicles or equipment will not be tolerated.

Employees may be eligible on a limited basis to request to take an Agency vehicle home (e.g. when going to/returning from a seminar that necessitates the employee to leave early/return late in the day). This privilege shall only be granted with the approval of the General Manager and may be revoked at any time.

Where any employee has been authorized to take home an Agency vehicle, vehicles may only be used for incidental "de minimus" personal use (e.g., a stop for a personal errand on the way between a business activity and the employee's home) in conjunction with the daily commute. Once the Agency vehicle is parked at the employee's residence, thereafter, the vehicles shall only be used for official Agency business or the return commute to place of business.

# **Accident Reporting Policy**

In the event that an Agency employee is involved in an automobile accident while conducting Agency business, the accident must be reported as soon as possible to Human Resources. Under no circumstances shall an Agency employee who is involved in an accident while on Agency business make a private settlement with an adverse party, regardless of how minor the damage to the adverse party may be.

Upon the occurrence of a work-related auto accident, the Agency employee must not tell the other party that the Agency will initiate action toward making repairs to the vehicle or property of the other party or in any way admit any liability.



# **DRUG AND ALCOHOL POLICY**

TTSA prohibits the use, possession, distribution, or sale of alcohol or illegal drugs in the workplace, while conducting Agency business anywhere, or in Agency-owned vehicles. Intoxication or impairment on the job or on Agency premises because of alcohol or drugs, including lawful medication that impairs your ability to perform your job, is also prohibited.

All employees must report to work in a condition fit to perform their jobs safely and well, and not under the influence of any drug or alcohol. Violation of this policy will result in discipline up to and including immediate termination of employment.

TTSA has no desire to intrude into its employees' personal lives. However, both on the job and off the job involvement with drugs or alcohol can impact the workplace and TTSA's ability to achieve its objectives of workplace safety and efficiency. To assure employee safety, TTSA strictly prohibits the use of any illegal drugs, intoxicants, or drug use. Indiscriminate alcohol consumption puts everyone at risk and cannot be tolerated. In keeping with our efforts to promote health and safety and to protect the interests of our employees, customers, and TTSA, we cannot allow anyone to use, possess, sell, manufacture, purchase, or be under the influence of alcohol, illegal drugs, intoxicants, or other controlled substances at any time on TTSA's premises, in TTSA's vehicles, or while on TTSA's business.

Employees who are undergoing prescribed medical treatment with a controlled substance that may affect the safe performance of their duties, must report that fact to their supervisor before beginning work. Employees must have medical clearance from their treating physician that they may safely perform their duties while taking the medication, or they will not be permitted to work.

The following conduct is strictly prohibited by TTSA:

- Possession or use of alcohol or illegal drugs, or being under the influence of alcohol or drugs, on TTSA's property or during working hours;
- Driving an Agency vehicle, or your own vehicle on Agency business, while under the influence of alcohol or drugs; and
- Distribution, use, possession, sale, or purchase of an illegal or controlled substance on TTSA property or during working hours.

#### Accommodation of Employees Seeking Treatment or Rehabilitation

T-TSA will attempt to provide reasonable accommodation for an employee with chemical dependencies (alcohol or drugs), if the employee voluntarily wishes to seek treatment or rehabilitation. Employees who desire that assistance should request an unpaid treatment or rehabilitation leave of absence. T-TSA's support for treatment and rehabilitation does not obligate T-TSA to employ any person who violates T-TSA's drug and alcohol policy or whose job performance is impaired or otherwise inadequate because of substance abuse.

### **Searches for Drugs or Alcohol**

T-TSA may conduct unannounced searches of Agency facilities and property (including personal property brought onto Agency premises) for drugs or alcohol. All employees are expected to cooperate in the conduct of such searches. Searches of employees and their personal property may be conducted when there is reasonable suspicion that an employee is in violation of this policy. An employee's consent to

such a search is required as a condition of employment.

### **Testing for Drugs or Alcohol**

T-TSA may require substance abuse testing of an employee who is reasonably suspected of being under the influence of drugs or alcohol at work. Reasonable suspicion may arise if the employee's behavior, demeanor, or actions are objectively perceived to be inconsistent with maintaining work safety.

Reasonable suspicion testing may include a blood test, urinalysis, or other drug or alcohol test, conducted by professional medical staff and laboratory. Any such testing will be conducted without cost to the employee, while the employee is on Agency-paid time. T-TSA will provide transportation to and from the testing facility. Failure of any employee to consent to reasonable suspicion testing when requested to do so will generally be considered insubordination and may result in immediate termination of employment.

After the test, T-TSA will place the employee on an immediate paid suspension from work until T-TSA receives the test results. If the test results are positive, T-TSA will generally terminate the employment. If the test results are negative, the employee will be returned to work as soon as possible.

### **Knowledge of Use by Others**

It is the responsibility of all employees to ensure that the work environment at T-TSA is free of alcohol and drugs. Any employee who has knowledge of any violation of T-TSA's anti-drug policy is required to report this to any Agency manager or to HR.

On occasion, the Agency may encourage participation in business-related events outside of working hours. These occasions may include holiday parties, lunches, dinners or business conferences. Alcohol may be served at these events. Nonetheless, employees are expected to remain responsible and professional at all times. All attendees are expected to observe all laws prohibiting the operation of a vehicle while under the influence of alcohol.

# **TECHNOLOGY USE POLICY**

This policy applies to the use of Agency computer and technology systems and network resources (hereafter the "Technology Systems").

The policy applies to employees, contractors, consultants, temporary hires, and anyone else using the Technology Systems.

- Users must not attempt to access any data, documents, email correspondence, or programs contained on systems for which they do not have authorization by the Agency's Information Technology ("IT") department manager or other managers.
- Users must not access or attempt to gain access to any computer account for which they are not authorized to access.
- Authorized users must not divulge connection information or other access points to anyone without proper authorization by IT.
- Users must not share their accounts, passwords, or other similar information or devices used for identification and authorization purposes.
- Users must not make unauthorized copies of copyright protected or Agency-owned software.
- Users may not download, install or distribute software to Agency owned devices unless approved by IT.
- Users may not download data to personally owned devices unless approved by IT.
- Users may not engage in activity: 1) that violates any applicable law or Agency policy; or 2) that
  may harass, threaten, or abuse others. Users may not access, create, store or transmit material
  which may be deemed to be offensive, harassing, indecent or obscene, or violate any Agency
  policy. Such activities include, but are not limited to, the following:
  - Using Agency Technology Systems to engage in procuring or transmitting material that is sexual in nature and/or is in violation of sexual harassment or hostile workplace laws or Agency policy.
  - o Using Technology Systems (including but not limited to email, internet, or intranet) to harass or intimidate another person.
- Users must not engage in activity that may degrade the performance of information resources, deprive an authorized user access to resources, or circumvent information security measures.
- Users must not download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of the information technology resources.
- Technology Systems must not be used for personal benefit, political activity, unsolicited
  advertising, personal fund raising, personal business ventures, or for the solicitation of
  performance of any activity that is prohibited by any State or Federal law.
- Access to the Technology Systems from any devices must adhere to all acceptable use policies.
   Employees must not allow family members or other non-employees to access non-publicly accessible information systems.
- All communication sent or received by Agency Technology Systems (including but not limited to Agency email systems) is not private. There is no expectation of privacy in any information used, created, stored, or sent on the Technology Systems. Any such information is subject to monitoring or investigation by the Agency at any time, and is subject to public records laws and eDiscovery requests.
- Personal email accounts are not to be used to send and receive official Agency correspondence and are not to be configured on Agency devices.
- Agency personnel shall exercise due care when addressing email correspondence to ensure that

the correspondence is addressed correctly and that the intended recipient is authorized to view content within emails and documents.

- Technology Systems, including but not limited to email and internet services, are provided primarily to conduct official Agency business. Employees are responsible for exercising good judgement regarding the reasonableness of personal use. Any personal use should be minimal, and should not be on work time.
- Agency employees shall use Technology Systems responsibly.



# **CELLULAR PHONE REIMBURSEMENT**

The Agency will offer a cellular telephone stipend for privately owned mobile device service to employees whose duties and responsibilities require wireless access to mobile device service. The Agency will determine eligibility for reimbursements.



# **ACKNOWLEDGEMENT AND RECEIPT**

I have received a copy of the T-TSA Employee Handbook. I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. I understand I will receive notice of any such revisions. The employee handbook describes important information about my employment with Tahoe-Truckee Sanitation Agency ("T-TSA" or the "Agency"), and I understand that I should consult Human Resources regarding any of my questions not answered in the handbook.

This manual, and the policies and procedures contained herein, supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with T-TSA. I understand that any and all previous Agency policies and procedures are revoked to the extent they are inconsistent with those contained herein.

I understand that any and all policies, benefits, and practices may be changed at any time by T-TSA. All such changes will be communicated to me through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the General Manager or the Board of Directors of T-TSA have the ability to adopt any revisions to the policies in this handbook

By signing below, I acknowledge that I have received a copy of the handbook, and that I will read and comply with the policies contained therein.

Employee's Signat	ure	
Employee's Name	(Print)	
 Date		

# TTSA Employee Handbook - Staff Feedback

<b>3.</b> 7 .		<b>N</b> T :			<u>ITSA Employee Handbook - Staff Feedback</u>
<u>Not</u> <u>Applicable</u>	Applied	Not Applied	Pending	<u>No.</u>	Employee Feedback
X				1	Request to maintain the current sick and vacation leaves as individual pools instead of combining into a single pool similar to a comprehensive "Paid Time Off (PTO)".
X					Request to clarify a sick leave payout at retirement (note: this is currently addressed in the handbook).
					Request to amend the use of "personal leave" as it is too restrictive and would be more beneficial if the use exceed more than the current allocation of 2-hours maximum per incident.
X		1 1			PL has been removed from the new handbook
	X			/1	Request to increase the maximum accrual quantity for compensatory time (comp time) as it is currently restricted to a 40-hour maximum accumulation per fiscal year with an 8-hour carryover at end of fiscal year.
		X		5	Request to increase vacation leave accruals leave to match those of exempt employees when there is 20+ years of tenure.  Exempt staff are not subject to overtime; vacation accruals are in line with other agencies
		X		6	Request providing a stipend to each uniform-wearing employee for purchase of uniform pants and shirts in lieu of having the Agency provide uniforms.
		V			Uniform policy has been better defined
		X			Request increasing the maximum annual payout accrual for vacation leave to exceed the current 240 hours.
		X		8 ,	Request the Agency provide FMLA to all staff regardless of 50 employee requirement.  There is a 50 employee requirement for FMLA; Medical Leave of Absence was already incorporated
					Request the Agency provide health coverage regardless of the duration of leave as it applies to FMLA.
		X		9	Medical coverage continued as long as employee is in paid status
X					Request lab staff to be allowed to work 8 hours when providing coverage for a holiday rather than be expected to come in for 1-2 hours to complete required minimum tasks.
X				11	Request minimum 2-hour pay, similar to callback pay of 2-hours, for lab staff when providing coverage on a weekend shift which typically requires less than two hours to complete required minimum tasks.
	V				Request to increase the Agency paid holidays.
	X	1 1			Paid holidays increased to 13 holidays.
		X			Request staff to receive stipend to reimburse the purchase of items such as snow pants, rain gear, thermals, and other gear necessary for field sampling tasks.
		Λ		13	Uniform policy was enhanced; appropriate job-related gear is currently and will continue to be provided by Agency
X		1 1		14	Request Agency to fund an Employee Assistance Program (EAP) for employees and dependents.
					Not applicable to the handbook, however, will be be researched for potential further implementation
X				רו	Request the Agency re-instate the Safety Program by offering additional personal leave (PL) to every employee for every 6 months without a safety incident and/or distributing money annually from a safety pool.
X					Fewer restrictions on PL and allow employees to convert a portion of sick leave to PL (similar to member agencies).
		X			Request longevity pay instead of providing longevity awards.
X		1 1		18	Request the Agency fund a program for health incentives such gym memberships or other activity/recreation costs.  Not applicable to the handbook, however, will be be researched for potential further implementation
		$\vdash$			
	X	- V			Request to clarify the handbook training policy to make it more understandable.
	v	X			Request to have no maximum compensable time (no. of days) for employees performing jury duty.
	Λ	$\vdash$		1	Request promotional probation policy be updated and clarified to reflect that permanent employees who take internal promotions do not give up their due process rights.  Request jury leave, bereavement and other leaves be considered and applied as time worked for the purpose of determining overtime (OT).
	X	1 1			Jury duty and bereavement leaves will be considered as time worked
					Request staff be provided reimbursement upon request in lieu of waiting for Board approval of general fund warrants.
X		1 1			Not a handbook issue, but practice will be changed
		V		1	Request clarification on staff requests for addiction treatment as it pertains to before and after a required drug test.
		X			Language remains as written
	X			25	Request staff be provided paid administrative leave while awaiting results of a required drug test.
	X				Request expectations on returning to work from Jury Duty (i.e. how soon).
		X			Request clarification on how unexcused tardiness/absences are applied towards the reprimand process.
					Request an increase in the shift differential applicable to rotating shift wwtp operators to be 5% for swing shift and 10% for grave shift if on a 5/40 schedule or increasing to 8% for night shift if on
		X			a 12-hour schedule.
				]	May be considered in the future; current % dfferntial appears to be similar to other agencies

# TTSA Employee Handbook - Staff Feedback

Not		Not	115A Employee Hanabook - Staff Feeaback
Applicable	Applied	Applied	Pending No. Employee Feedback
Applicable	Applica		Request additional language be incorporated to address part-time employees (i.e. health benefits)
		X	The Agency currently has no part-time (PT) employees; handbook will be amended if PT employees added to staff
			Degrees the Medical Leave of Absence provision to include paid medical benefits while on emproved leave and include gueranteed ich reinstatement up to 12 weeks
	X	X	Medical benefits will be paid if employee in paid status; reinstatement not guaranteed, but if position available, will be brought back
		X	31 Request to amend the verbiage to require the submission of a medical doctor's note for all sick leaves of 3 or more consecutive workdays.
		X	32 Request holiday pay to be applicable to time worked for OT calculations.
		Λ	Request OT pay to be issued for any hours in excess of the employee's scheduled quantity of hours.
		X	OT paid for time worked in excess of 40 hours
			Paguest haliday pay hours be issued agual to the scheduled day work hours i.e. 10 hours HD if working 10 shift)
		X	Agency will pay 8 hours of holiday pay, regardless of shift; floating holiday time may be used to make up difference
	X		35 Request the floating holidays be applied to make up shortfalls in holiday pay differences.
	- 11		Request expanding the shift differential to all staff working hours within the hours of rotating wwtp operators.
		X	Any staff working during these hours will be subject to OT, call back, standby, etc.
	X		37 Request holiday hours be "banked" when they fall on the employee's normal scheduled day off or weekend instead of assigning a holiday before or after the day off/weekend.
			Deposit the approximate for staff to work additional house during a weak that includes a heliday so that applicates do not have to "make up" the two house of heliday may (or take no may)
		X	
V			Holiday leave was amended to allow staff to "bank" and apply vacation for holidays applied to scheduled days off (i.e. Friday)
X		V	39 Request staff be able to maintain Good Friday as a holiday this year as the MLK holiday has passed.
		X	40 Request clarification and specifics on reduction of staff process (i.e. tenure).
<del></del>		Λ	41 Request there be no change to the work schedule and maintain the current 8 hours a day/5 days a week schedule due to hardships.  Consider the following: Career Development: encourages employees to continue learning and growing in their careers. The tuition and certification reimbursement programs offer financial
		X	assistance for job-related, non-TTSA education courses and certifications. Tuition reimbursement is provided to employees for pre-approved courses up to the annual IRS non-taxable income of \$5,250.
			Tuition amount increased to \$1,000
		X	43 Consider an employee rideshare program in which employees pay a biweekly fee to participate in a vanpool program.
			Consider, as it relates to Annual Performance Bonuses, to allow employees to have dollar amount of bonus converted to vacation time, rather than receiving the pay as a bonus.
		X	May be considered in future
		X	45 Consider keeping the Good Friday holiday and eliminating Martin Luther King holiday.
X		- 1	46 Consider following CA FMLA laws regardless of the number of employees at Agency.
			Consider allowing individual depts determine and vote on alternative schedules that are right for them.
	X		Some individuals were given 8-hour schedule
			Consider allowing flexibility with staff schedules (i.e. starting times, schedule worked, department).
	X		Some individuals were given 8-hour schedule
X			49 Consider following CA state law to protect employee rights in regard to alternative working schedules.
X			50 Consider allowing staff to work a reduced pay 4-8's schedule if they desire to accommodate the new scheduling and maintain medical benefits for less than full time employees.
		37	Medical, dental, vision, and life insurance details should be spelled out.
		X	Resolution provides this info
X			52 Consider an option to use no-pay instead of vacation/sick on days off to make up for having to use a full 10 hours/day (similar to Holidays).
		v	Exempt employees should need to work 5 hours of a 10-hour shift to be considered having worked a day.
		X	This section has been removed
X			54 All reasonable time needed for lactation breaks should be considered paid time, even if it goes over the allowed break time.
		X	55 Switch one of the new Holidays with Good Friday or Cesar Chavez Day (March 31st) to break up the Feb-May period with no Holidays.
X			56 Clarify Employee Driving Standards to make it clear what happens if an employee loses their license.
		X	Allow employees who don't use their yearly boot allowance to apply the money to other gear (snow gear, etc.)
		Λ	Intent of boot allowance is to ensure footwear is adequate; agency already provides job-appropriate work gear
	<u></u>		

From: Collin Fischer
To: LaRue Griffin

Subject: Re: Potential Work Schedule Change - Correspondences

**Date:** Friday, March 6, 2020 11:12:09 AM

#### LaRue,

Thank you for the email update and for putting these schedules up for a FAIR vote. As a shift operator I feel the new schedule will be extremely beneficial for all reasons previously described in your email. Commuting less and having much more time off to enjoy this beautiful area we live in is a privilege and the majority of us are very thankful for the opportunity to do so through the implementation of the new schedules.

I feel there are a few people that will do whatever possible to go against the grain and "recruit" members of the community and reactionary local media outlets by giving them a one sided story making themselves the victim. As a resident of Truckee since 1985 I'm not sure how specifically a schedule change goes against Truckee community values. I see it as the complete opposite. This community has always been about hard work and enjoying the natural surroundings. That statement is a desperate stretch from a group with no platform to argue from. I feel you have given ample time for employees to rearrange their schedules to accommodate the changes. This job is a privilege not a right and the majority of us much appreciate the privilege of working for the community as a staff members of TTSA.

Thank you again for all the time and effort you and the board of directors have put in to the new schedules and their future implementation.

Sincerely,

Collin Fischer

Feel free to forward this email or share it with the board.

From: <u>Tyler Penn</u>
To: <u>LaRue Griffin</u>

Subject: Re: Potential Work Schedule Change - Correspondences

**Date:** Wednesday, March 11, 2020 12:56:42 PM

### Good afternoon LaRue,

I'm just writing you in response to the email about the schedule change. I was hoping you could forward this to the Board of Directors.

I personally feel that this whole vote for the schedule change was conducted as fairly as possible and a huge majority of us feel the same way; we want to work a new schedule. Change is difficult for everybody at first but what will always happen in the end is that we will adapt to the change and go on with our lives. Not everything in our lives goes the way we want it to and for the minority in this case, that is what is happening. But to change what the vast majority of us now want would be incredibly inconsiderate, unfair, and quite frankly, immature, and disrespectful.

My wife and I recently started a family, giving birth to our amazing little son just under a year ago. It has been difficult to say the least to adapt to our new crazy lives when both of us parents may be working and need to figure out child care or who takes care of which responsibilities and when, but it is not impossible. We have adapted are making something work. That is what we do as humans. With our current schedule, on my working days I only get to see my son for maybe 3 hours in the afternoons. With this new schedule, I will now be able to spend even more time with my son, 52 more full days a year to be exact and I couldn't be more delighted and my wife feels the same way.

I couldn't disagree more with the Truckee residents who have somehow heard of our schedule change. #1, It is none of their business and has nothing to do with anybody who doesn't work here. Any opinion from anybody outside of the agency should be completely disregarded. Period. #2, It is quite apparent that the current schedule is having an impact on morale and enthusiasm and therefore that is why the large majority of us want a new schedule. I can guarantee there will be an increase in morale from the majority of us as a result of this change. #3, There is nothing insensitive about what is going on here or how it was conducted. Quite the opposite really. #4, I know of people around town who work different schedules other than 5 eight hour work days and these are people who have kids of all different ages. They make their schedules work just fine. Where there is a will there is a way.

I hope that the Board of Directors is able to put forth the thoughts and feelings of the large majority of the staff here. That is what is fair and right in this situation and all situations. It would be very unfair and quite frankly, wrong, if anybody were to listen to the friends and families of the minority of people who didn't get something their way at work instead of listening to the large majority of people who actually work here. Thank you for taking the time to read this and I hope you have a good rest of your day.

Tyler

From: Zeb Snider

To: Igriffin@ttsa.net

Subject: Letter of Gratitude to our Board

Date: Tuesday, March 10, 2020 2:35:25 PM

#### Good afternoon LaRue,

My wife and I have written the below letter to express our gratitude to the TTSA board. Could you please forward our letter to the board members on our behalf?

Thank you! -Zeb Snider

To the board of directors at TTSA:

My wife Stephanie and I would like to extend our gratitude to the TTSA board for granting its employees the new 4/10 schedule.

To my understanding, this schedule was sought after by the vast majority, including myself, for some time. Thank you for making this accommodation.

As a husband and father of three busy children, ranging in ages from preschool to high school, having a week day off means I am able to spend more time with my family and utilize that time away from work for important familial matters such as doctor visits, school involvements and of course rest and recuperation.

We have such a generous board at TTSA that truly cares about its employees and their families. I have a long work history outside of the plant and my family and I are exceedingly grateful for all TTSA has to offer. One area in particular is our excellent health benefits. Our three children have chronic allergic conditions that require regular and emergent care. We often express our gratitude to the company within our home among our family as we are aware such frivolities are seldom seen within other businesses.

I take pride in working for such a wonderful company in such a beautiful place, as I know there are many others that feel the same.

I also would like to thank the board and LaRue for uniting the company by eliminating special schedules for some and creating equality among the majority. This lifts the morale of the employees and creates a sense of fairness rather than division. I have caught wind that there are some employees that see the new schedule as a challenge rather than an advantage due to childcare but this is a challenge that we all either have faced or do currently face. My wife and I have gone through multiple child care arrangements throughout our 16 years of parenting depending on our working schedules and the schedules of our children. TTSA provides a livelihood for its employees that is much more expansive than most other companies; unbeatable health benefits, paid sick

leave and vacation, overtime opportunities and amazing retirement. This is an agency I will gladly give my best efforts to for the entirety of my career and will continue to speak highly of.

Thank you, again, for everything!

-Zeb Snider

From: Jaime Garcia
To: LaRue Griffin

Subject: Re: Potential Work Schedule Change - Correspondences

**Date:** Tuesday, March 10, 2020 8:37:36 AM

Hi Larue, I'd like to write to you in efforts that this is viewed by the Board although my thoughts on this matter are brief and concise.

#### Dear Board of Directors

I would like to thank you for the opportunity in considering a change to our work schedules. Personally the 4/10 schedule would be a great benefit for reasons more than that it would allow me for a more balanced work-life and spend an additional 52 days off a year. Also, 3-DAY weekends would mean more time with my loved ones and less time spent commuting. I'm not sure how else to express how welcomed this is and that with TTSA adopting these changes, I believe this will uplift our morale for a more positive workplace.

March 9th, 2020

T-TSA Board of Directors 13720 Butterfield Drive Truckee, CA 96161

RE: Potential Work Schedule Change - Correspondences

In response to a recent email sent out by the General Manager regarding the possible influence of a small vocal group of Agency staff, I would like to speak up and express my opinion to the Board of Directors. The following statements I am making are solely my own thoughts and opinions and I do not speak on behalf of any other staff or the general public.

Since starting at the Agency approximately two years ago, I have observed and learned as much as I can regarding the current state of the Agency as well as the future direction I believe the Agency is headed. Based on my personal interactions with staff, management, and the Board of Directors I feel that we are headed in the right direction and I am excited to be part of the team. With that in mind I am enthusiastic to provide personal preferences when requested to the benefits, handbook policies, and scheduling. Comparing this level of input to the zero input my previous employers offered, this is a new experience and I think it is wonderful that the Agency welcomes and values staff input so highly.

Specifically, regarding the potential shift work change, I support LaRue's decision to solicit feedback from Agency Staff in order to better develop an understanding of the preferred work schedule. It is a difficult decision to make when it can impact staff's daily lives directly. This decision will not only influence the Agency's business hours, but will also determine what time staff get up in the morning, the amount of money spent commuting, the free time for personal endeavors, family time available outside of work, and many other life aspects that I am not mentioning. Every family situation is different, and it would be unreasonable to expect there is one perfect decision that suits everyone's needs. However, based on these considerations the logical conclusion that I believe LaRue came to is the same conclusion I find myself reaching as well. That is to recommend the work schedule that suits the majority of staff's lifestyles the best. He used the poll to allow each staff member to make these considerations and come to their own conclusion on the schedule that works best for their lifestyle. I think that the decision to transition the Agency to a 4-day week with 10-hour days is in the best interest of the majority.

Thank you for listening and allowing staff to participate in this process.

Sincerely

Scott Fleming, PE

Associate Engineer

March 8, 2020

T-TSA Board of Directors 13720 Butterfield Drive, Truckee, CA 96161

RE: T-TSA\Proposed Shift Change For T-TSA Employees

During my time employed at T-TSA I have found it to be a great place to work. I appreciate the support from management and other staff, our benefits, and the knowledge management is working hard to make gainful changes. Management values employees' opinion's and sought out our opinion for the work schedule that works the best for us. It was determined that 73% of the staff, who were not on a rotating shift, would like to work four (4), 10-hour days a week, as opposed to the current five (5), eight-hour days a week.

It has come to my attention there is a small minority that does not wish to move to four (4), 10-hour days a week and has become very vocal in their desire not to change. I want to acknowledge the proposed staffing schedule may be a difficult transition for some, but the volume of their displeasure should not drown out the voice of 73% of the staff who would like to work four (4), 10-hour days. For me, personally, there are many advantages for my family with the move to the proposed new staffing schedule.

In my daily interactions with my fellow staff members, I can see that the proposed schedule is a benefit for them, but there is a fear of retaliation, from the minority, for voicing their desire for the change. I know that sending this letter and speaking up will draw attention to myself, thus also facing possible retaliation.

T-TSA is heading in the right direction, and the move to the new staffing schedule is a benefit to T-TSA and its employees. This is a great opportunity for staff to show they are on board and support management, and the changes keep T-TSA heading in the right direction.

Sincerely.

Aaron Carlsson, PE

From: Troy Killgore
To: LaRue Griffin

**Subject:** Potential Schedule Change

**Date:** Saturday, March 7, 2020 4:57:52 AM

#### LaRue,

Thank you for your email about recent correspondences you have had with Moonshine Ink and concerned local residents. I appreciate the information and transparency. I think the process of polling employees to determine their preferred shifts was done respectfully and efficiently. I understand that our work schedule and start time are ultimately dictated by the GM and the Board and would like to thank all parties for the privilege of having input.

Please feel free to share or forward this email to the Board.

Respectfully, Troy Killgore Operator III/Utility crew From: Michael Smith

To: LaRue Griffin

Subject: RE: Potential Work Schedule Change - Correspondences

**Date:** Friday, March 6, 2020 2:57:59 PM

Hi LaRue,

I was hoping you could forward my response to your email below to the Board of Directors:

I appreciate the efforts that Management and the Board of Directors puts forth in trying to make T-TSA an efficient, competitive and rewarding place of employment. Speaking for myself, as part of the 73% who voted in favor of a 4 /10 work schedule, I am very happy about being provided this option because it will allow me to spend more time with my wife and children. It's not right that a handful of disgruntled employees should make such a commotion and try to ruin a good thing for the majority of employees. The majority of the 73% have children as well and see this as a benefit to spend more time with them.

The same employees that are trying their best to stop the schedule change from going through are the same employees that have publicly criticized and slandered members of the Board of Directors, the General Manager and anybody else that stands in their way or doesn't fall in line with their plans. With that being said, I request that their latest attempts to sway the decisions of the Board of Directors and Management would have no bearing on the decision to move forward with the proposed work schedule change.

Respectfully,

Mike Smith Safety Officer From: Jesus Zarate
To: LaRue Griffin
Subject: Fwd: TTSA

**Date:** Thursday, March 12, 2020 1:34:30 PM

----- Forwarded message -------From: **Jesus Zarate** <<u>jzarate@ttsa.net</u>>

Date: Fri, Mar 6, 2020, 6:55 PM

Subject: TTSA

To: <<u>dalecoxplumber@yahoo.com</u>>

Cc: <<u>dwilkins@ttsa.net</u>>, <<u>obgolf@gmail.com</u>>, <<u>jcnorthrop@earthlink.net</u>>,

<<u>btresan@truckeesan.org</u>>

Good evening All, Board of Directors of TTSA,

My name is Jesus "Chuy" Zarate, I'm a Mechanic in the Maintenance Department. I'm expressing my support at 110% on the 4-10 future working schedule and support as well ALL Mr. Griffin and his Management Team at TTSA. Also, wanted to Thank You all, for the opportunity to have a possible working schedule change. Have a great weekend. Thank You

Jesus "Chuy" Zarate

From: <u>Jackie Parry</u>
To: <u>lgriffin@ttsa.net</u>

Cc: <a href="mailto:btresan@truckeesan.org">btresan@truckeesan.org</a>; <a href="mailto:dalecoxplumber@yahoo.com">dwilkins@ttsa.net</a>; <a href="mailto:jcnorthrop@earthlink.net">jcnorthrop@earthlink.net</a>;

obgolf@gmail.com

**Subject:** Re: TTSA. Include in March 19, 2020 board packet

**Date:** Thursday, March 5, 2020 5:46:35 PM

Jacqueline Parry
Tahoe Donner

March 5, 2020

TTSA Board of Directors

13720 Butterfield Dr.

Truckee CA 96161

#### TTSA Board of Directors,

It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March 18<sup>th</sup>, 2020.

As a member of the public who has resided in the Truckee area for 43 years. I have grave concerns on how this schedule will affect current and future staff that have families. A 6 am start time will create an unnecessary hardship on these workers because day care is non-existent this early in the morning. Additionally, current and future parents use this time to bond with their children creating a happy home life that will transition into happy workers.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management.

I would encourage continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values.

Sincerely,

Jaqueline Parry

### Constance Whitfield 14215 Riverside Drive Weed, CA 96094

March 5, 2020

T-TSA Board of Directors,

I have been informed that on March 18, 2020, you will be considering a motion to approve a new employee hand book that would effectively move all office staff to a mandatory 4/10 work schedule with a 6:00 am start time, 4:30 pm quit time, off every Friday. While I have no understanding of how this would improve operation and/or service to the public, I feel I must offer my insight and argument on why this would do the opposite.

I was an administrative employee of Truckee Sanitary District, (TSD) from 1988 to 2003. During my employment, we worked closely with T-TSA. A 4/10 office schedule for all would make coordination with other working partners and member agencies less effective. "Closed on Fridays" would limit staff availability to everyone including the rate-paying customers.

I can see why some employees want to work fewer days in exchange for longer hours for the same pay. However, from an administrative standpoint, this is not a "one size fits all". For some, longer work days may result in mind fatigue, mistakes and lower productivity. Importantly, a 6:00 am start time and 10 ½ hour work day will adversely impact the health and wellbeing of employees who have long commutes, children in school and especially those working families and single parents who already face today's challenges in providing for their families, while raising healthy children and finding good child care.

I seem to recall that a 4/10 schedule was tried in the past and resulted in some employees "moonlighting" and showing up on Mondays tired and less focused. It did not last long. While employed by TSD, we settled on a *flexible* 9/80 schedule. It was not inflexible or mandatory for all. We were open for business, phone calls and public inquiries M-F, 8:00 to 5:00. In implementing this schedule, every department was covered. Employees performed their job duties without fatigue, and were able to accommodate their work schedule into their life. This promoted efficiency, public rapport, a team spirit and good morale. T-TSA should be no different.

T-TSA is a public agency, governed by you, a Board of Directors. If efficiently and effectively serving the public is a goal, then maintaining normal office hours with the ability to respond and coordinate with all parties involved is key to that goal. I also hope that the wellbeing of your employees and the families who would be negatively impacted by a mandatory 4/10 schedule will be considered in your decision.

For all the above, please move to reconsider more favorable options to a mandatory 4/10 schedule.

Sincerely,

Constance Whitfield

From: Valeria Kelly
To: Igriffin@ttsa.net

Subject: New required 4/10 hour work week for TTSA employees

Date: Wednesday, March 4, 2020 8:06:08 PM

LaRue Griffin, General Manager Tahoe Truckee Sanitation District

#### Dear Mr. Griffin,

We have just learned of your plan to require all TTSA employees to begin a 4 days a week, 10 hour day in April of this year. This abrupt change and inflexible schedule does not seem a fair or equitable way to run a public utility. Families with young children will be unfairly impacted as well as other employees who have certain needs that rely on the current flexibility. Certainly the District must have other options available such as work from home or job sharing.

We respectfully request that your organization find a more equitable solution to whatever problems have caused this change in policy. It is our opinion that this across-the-board change will cause unnecessary hardship for many of our loyal and hardworking public employees.

In addition, as long time tax payers and homeowners, we would like to know why this change is suddenly being recommended.

Thank you for your kind attention,

Val Kelly and Buffalo Cano 10260 Donner Pass Road Truckee From: <u>Frank Havlik</u>
To: <u>lgriffin@ttsa.net</u>

Cc: dalecoxplumber@yahoo.com; btresan@truckeesan.org; dwilkins@townoftruckee.com; obgolf@gmail.com

**Subject:** Local Resident concerned about new work schedule for TTSA employees

Date: Wednesday, March 4, 2020 3:05:10 PM

TTSA Board of Directors

13720 Butterfield Dr.

Truckee CA 96161

#### TTSA Board of Directors,

It has come to my attention via a friend who works at TTSA, that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March  $18^{th}$ , 2020.

As a member of the public who has resided in the Truckee area for 13 years. I have grave concerns on how this schedule will affect current and future staff that have families. A 6 am start time will create an unnecessary hardship on those workers with children, because day care is non-existent this early in the morning. It would also seem to me that the additional stress placed on employees because of this schedule change will have a negative impact on both their work and family lives.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management.

I would encourage continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values.

Sincerely.

Frank Havlik 14925 Skislope Way Truckee, CA

530-550-8440

From: Blake Tresan

To: Igriffin@ttsa.net

Subject: Fwd: TTSA change to 4/10 work schedule Date: Wednesday, March 4, 2020 9:51:46 PM

FYI

Blake

Sent from my iPhone

Begin forwarded message:

From: Valeria Kelly <valnbuff@yahoo.com> Date: March 4, 2020 at 8:48:36 PM PST

To: Blake Tresan <BTresan@truckeesan.org>, "dwilkins@townoftruckee.com" <dwilkins@townoftruckee.com>,

"obgolf@gmail.com" <obgolf@gmail.com> Subject: TTSA change to 4/10 work schedule

Dear TTSA Board of Directors,

We have just learned of a plan in the works to require all TTSA employees to begin a 4 days a week, 10 hour day in April of this year. Several of our young friends who are agency employees have asked for our support against what they feel will be a hardship for many of their fellow employees.

This abrupt change and inflexible schedule does not seem a fair or equitable way to treat our public utility workers. Families with young children will be unfairly impacted as well as other employees who have certain needs that rely on the current flexibility. Certainly the District must have other options available such as work from home or job sharing.

We respectfully request that your organization find a better solution to whatever problems have caused this change in policy. It is our opinion that this across-the-board change will cause unnecessary hardship for many of our loyal and hardworking public employees.

In addition, as long time tax payers and homeowners, we would like to know why this change is suddenly being recommended.

Thank you for your kind attention,

Val Kelly and Buffalo Cano 10260 Donner Pass Road Truckee Melissa Giannetto 10100 Pioneer Trail #81 Truckee, CA

March 5, 2020

TTSA Board of Directors 13720 Butterfield Dr. Truckee CA 96161

TTSA Board of Directors,

It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March 18<sup>th</sup>, 2020.

As a member of the public who has resided in the Truckee area for 28 years. I have grave concerns on how this schedule will affect current and future staff that have families. A 6 am start time will create an unnecessary hardship on these workers because day care is non-existent this early in the morning. Additionally, current and future parents use this time to bond with their children creating a happy home life that will transition into happy workers.

As a single mom myself, I know the difficulty it is to find daycare in our area, especially at times outside the "normal" workday. I also work for the school district, and see how difficult it is for children who have little to no contact with their parents before or after school.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management.

I would encourage continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values.

Sincerely,

Melissa Giannetto

Melisa adamo

#### DANIEL A. DUNN MICHELLE LUMIA 10465 Snowshoe Circle Truckee, California 96161 30) 583-4343 Fax: (530) 582-4336

Ph: (530) 583-4343 Fax: (530) 582-4336 Email: mlumia35@gmail.com RECEIVED

[127] EL 2020

T-TSA ACC. DEPT.

March 4, 2020

TTSA Board of Director 13720 Butterfield Drive Truckee, CA 96161

Dear TTSA Board Members,

Word is about throughout our Truckee neighborhoods of the plan to compel employees to work a 4/10 schedule.

We have lived here for over 25 years and recognize that TTSA is an important contributor to our community. Not just in function, but as a contributor to the values that allow families to thrive.

I am told the flexible schedules that have been de rigueur for decades works well for those with children.

We value our children. We value our TTSA workers.

We hope you will consider our whole community and vote to relax what will be, for many, an onerous schedule at the next board meeting.

Thank you for your attention.

Sincerely yours,

Michelle Lumia

From: <u>Darcy Medina</u>
To: <u>Igriffin@ttsa.net</u>

Cc: <a href="mailto:dalecoxplumber@yahoo.com">dalecoxplumber@yahoo.com</a>; <a href="mailto:btresan@truckeesan.org">btresan@truckeesan.org</a>; <a href="mailto:dwilkins@townoftruckee.com">dwilkins@townoftruckee.com</a>; <a href="mailto:obgolf@gmail.com">obgolf@gmail.com</a>;

jcnorthrop@earthlink.net

**Subject:** Notice of Schedule

**Date:** Sunday, March 8, 2020 2:07:09 PM

Darcy Blond Sierra Meadows, Truckee

3/8/2020

#### TTSA Board of Directors,

It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March 18<sup>th</sup>, 2020.

As a member of the public and expecting mother who has resided in the Truckee area for 6+ years, I have grave concerns on how this schedule will affect current and future staff that have families. A 6 am start time will create an unnecessary hardship on these workers because day care is non-existent this early in the morning unless you are planning on providing it for your employees. Additionally, current and future parents use this time to bond with their children creating a happy home life that will transition into happy workers. As a teacher in the local public school, I have seen firsthand that this bonding time is essential for children to feel cared for and loved so they can focus on learning throughout the day. Students who have insecure attachment to their families can be distracted and have difficulty with self regulation of their emotions, which negatively affects their learning and the learning of their classmates.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families. I encourage the schedule to reflect empathy for community members with support of the Directors and current TTSA management. I urge the schedule to have continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values.

Sincerely,

Darcy Blond

--

Darcy Medina Blond (949) 370-7521

From: Ashley Cruttenden
To: Igriffin@ttsa.net

Subject:Letter to the TTSA Board of DirectorsDate:Sunday, March 8, 2020 1:43:23 PM

Ashley Cruttenden 10058 E Alder Creek Rd. Truckee, CA 96161

March 8th, 2020

TTSA Board of Directors
13720 Butterfield Dr.
Truckee CA 96161

TTSA Board of Directors,

It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March 18<sup>th</sup>, 2020.

As a member of the public who has resided in the Truckee area for 16 years. I have grave concerns on how this schedule will affect current and future staff that have families. A 6 am start time will create an unnecessary hardship on these workers because day care is non-existent this early in the morning. Additionally, current and future parents use this time to bond with their children creating a happy home life that will transition into happy workers.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management.

I would encourage continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values.

Sincerely,

Ashley Cruttenden

TTSA Board of Directors 13720 Butterfield Dr. Truckee CA 96161

TTSA Board of Directors,

It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March 18<sup>th</sup>, 2020. I am in complete shock this is even being considered and wanted to vocalize my opinion on the matter as a local resident.

I find it appalling that all workers there are being forced to work a 4/10 schedule that begins at 6am. As a working family, this would not be a viable option for us. Working families depend on this time to ensure their families and children's needs are being met to start the day off right. Daycare options in the area open at the earliest 7:30am and this is rare, most are 8am. Finding childcare in the area is already almost impossible, so to add on the impact of having to find it that early in the morning is flat out impossible. Please do not approve this change that will drastically impact these families and their children.

I also find it very hard to believe this is a beneficial decision to make for a public agency in our community. Normal business hours are generally Monday thru Friday 8am-4pm, which makes sense for a public agency. How will this impact services that typically occur on Friday?

As a board member, you have a responsibility to protect the Agency employees. I would hope that as a board member you would want to see the best for the employees of this agency. This change does not positively impact the staff and is completely unnecessary. Thank you for your time and consideration.

Sincerely.

Rate payer and Concerned Member of the Public

Megan Butcher

From: Anthony Anselmi
To: Igriffin@ttsa.net

Subject: PROPOSED 4/10 Mandate

**Date:** Sunday, March 8, 2020 10:09:51 AM

#### TTSA Board of Directors,

It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March  $18^{th}$ , 2020.

As a member of the public who has resided in the Truckee area for 6 years. I have grave concerns on how this schedule will affect current and future staff that have families. A 6 am start time will create an unnecessary hardship on these workers because day care is non-existent this early in the morning. Additionally, current and future parents use this time to bond with their children creating a happy home life that will transition into happy workers.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management.

I would encourage continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values.

Sincerely,

Anthony Anselmi, MS 11793 Whitehorse Rd Truckee, Ca 96161 310-804-5575 TTSA Board of Directors 13720 Butterfield Dr. Truckee CA 96161

March 8, 2020

TTSA Board of Directors,

My name is Helen Shadowens and I have been informed that the Board of Directors is voting on a motion that could move all Tahoe Truckee Sanitation Agency (TTSA) operations and administrative employees to a 4/10 schedule with a 6:00 am start time.

As a member of the public who has resided in the Truckee area for 30 years I cannot help but feel this Board has lost touch with the fact that we live in a region where home prices have risen so dramatically that it has become difficult to find and keep good employees. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management. A 6:00 am start time will create unnecessary hardships on administrative workers that I feel the Board of Directors has simply overlooked. For example what time does a person have to get up in the winter to complete snow removal in order to be at work by 6:00 am? What do parents do about day care for young children prior to the regular school day starting? What about those employees who travel from Reno because they cannot afford local housing?

It is my understanding this decision to start at 6:00 am is based on a request by the operations staff and the administrative staff is being told they are simply there to support the operations staff. Please do not forget that TTSA is there to support the Truckee North Tahoe Community.

With so many resources available today in information technology there are numerous ways to measure employee productivity without having all employees arrive to work and leave at the same time. I fail to see any public benefit that supports the proposed schedule because the administrative employees will now be working outside of normal business hours. Typically Monday through Friday 8:00 to 4:00. As a rate payer I expect services to be available during normal business hours. It seems to me that management has an opportunity to provide the best of both worlds to its employees without raising costs to the rate payers. If the operations staff wants to start at 6:00 am let them, and allow the administrative staff continue working normal business hours.

This move, if approved will prove to be divisive among workers and will no doubt create poor morale within the organization. As a Board member, you have a responsibility to protect the agency employees.

Board members please vote No to support working families in our community.

Sincerely,

Helen Shadowens

From: <u>Erin Ellis</u>

To: <a href="mailto:lgriffin@ttsa.net">lgriffin@ttsa.net</a>; dalecoxplumber@yahoo.com; btresan@truckeesan.org; dwilkins@townoftruckee.com;

dwilkins@ttsa.net; obgolf@gmail.com; jcnorthrop@earthlink.net

Subject: TTSA Management and Board Concerns

Date: Monday, March 9, 2020 3:28:34 PM

#### I would like this letter to be included in the board packet for the March 18th meeting.

TTSA Board of Directors,

My name is Erin Ellis and I have been informed that the Board of Directors is approving a motion to move all TTSA workers to a 4/10 schedule with a 6am start time.

It is my understanding that the workers in the administrative building including laboratory staff have historically been offered a flexible start time anywhere between 7:00am – 8:30am. This flexibility allows working families the ability to ensure their children's needs are being addressed in the mornings. I am a full-time working mother of three and there are absolutely no daycare/preschool options for a work day starting at 6am. It is very clear and apparent that by instituting this new schedule, you are trying to weed out some of your staff. Staff that have been there much longer than the current GM.

I do not see any public benefit that supports this schedule because these workers will now be working outside of normal business hours and the office will be completely closed every Friday. As a rate payer I expect services to be available during all business hours.

Also, as a rate payer, my concerns go above and beyond just this particular matter. The fact that you have spent nearly \$1million on fighting your own staff is outrageous. The toxic work environment and the numerous ongoing lawsuits is an huge waste of tax payers' dollars. That's my tax dollar and I absolutely do not want it spent in that fashion.

Furthermore, the way that you are allowing the GM and most of his upper management to treat the staff at TTSA is appalling at best. I have many close friends that work or have worked for TTSA during LaRue Griffin's tenure and have major, major concerns over workplace treatment of the staff (and YOU should too). The staff are human beings, many of which are seeking therapy, medication, ongoing treatment from doctors (due to stress) and mental health breaks from work. Others are losing weight, having issues eating (due to stress) and are dealing with sleep deprivation. The fact that you do not take these issues seriously or into consideration makes me seriously doubt your ability as a board to ensure that TTSA is operating properly.

This move is divisive among workers and will continue to create poor morale as well as less service to the public. I want this tax-funded public agency to be open during regular business hours (as it is in just about every other California community). The staff are simply asking for is a bit of flexibility and to be heard. You have the power to make that happen and try to make TTSA an enjoyable, viable workplace for Truckee families.

Please vote no, and support working families in our community and the TTSA staff as a whole.

Sincerely,

#### **Erin Ellis**

Community Engagement Director (530) 582-2472 direct 10961 Stevens Lane, Truckee CA 96161 Robin Robb PO Box 9963 Truckee, Ca 96162

March 7th, 2020

TTSA Board of Directors 13720 Butterfield Dr. Truckee, CA 96161

TTSA Board of Directors,

My name is Robin Robb, and I have been informed that the Board of Directors is approving a motion to move all TTSA workers to a 4/10 schedule with a 6am start time.

It is my understanding that the workers in the administration building including laboratory staff have historically been offered a flexible start time anywhere between 7am-8:30am. This flexibility allows working families the abaility to ensure their children's needs are being addressed in the mornings.

I do not see any public benefit that supports this schedule because thse workers will now be working outside of normal buisness hours and the office will be closed every Friday. As a rate payer, I expect services to be available during all buisness hours.

This move is divisive among workers and will continue to create poor morale and less service to the public.

Please vote No to suport working families in our community.

Sincerely,

Concerned Member of the Public

Robin I Roll

Robin Robb

From: Penelope Denenberg
To: Lgriffin@ttsa.net

Cc: <u>Dalecoxplumber@yahoo.com</u>; <u>btresan@truckeesan.org</u>; <u>dwilkins@townoftruckee.com</u>; <u>obgolf@gmail.com</u>;

Jcnorthrop@earthlink.net

**Subject:** Will you support your communities" values on Wednesday?

**Date:** Monday, March 9, 2020 9:21:38 PM

#### Please include this letter in the board packet for the March 18th meeting.

T-TSA Board of Directors:

It has come to my attention that you will be voting on a proposal to change the work hours at T-TSA. Under current conditions, most of the employees work eight-hour days, Monday through Friday, with flexible starting/ending times. The new proposal calls for a one-size-fits-all schedule of ten-hour days, Monday through Thursday, with inflexible, uniform hours of 6 am to 4:30 pm.

While there may be some benefits to some employees, these benefits are largely frivolous. **But for those employees, mostly women, who are primary caregivers of children, these changes will be catastrophic. Childcare at 5-5:30 am simply <u>does not exist</u> in the Truckee-Tahoe community; even if it did, it would leave parents only able to see their children for a couple of hours per day. Furthermore, the day off on Friday does not help them, as their children are in school during regular business hours, Monday through Friday. Many employees will be forced to choose between their families and their employment.** In the year 2020 and in a community that values women and children, this kind of hostile policy towards families should be unimaginable.

**Even more infuriating, this proposal serves no purpose. There is no problem that it is solving.** There is absolutely no reason that T-TSA cannot offer flexible hours to its employees. Let those who want to work ten-hour days do so. Let those who want – no, desperately need -- to continue working eight-hour days for the sake of their families do that.

Ask yourselves, what does T-TSA gain by destroying the lives and livelihoods of its employees and their families?

Penelope Denenberg

Carnelian Bay, CA

From: Allison Hathon
To: Igriffin@ttsa.net

Subject: Board of Directors Letter for March 18 meeting

**Date:** Monday, March 9, 2020 10:41:07 PM

Please include this letter in the board packet for the March 18 meeting. Thank you.

Allison Hathon Glenshire

March 9, 2020

TTSA Board of Directors 13720 Butterfield Dr. Truckee CA 96161

TTSA Board of Directors,

A friend of mine recently reached out to me, as instructed by the General Manager there at TTSA, to discuss common working hours and schedules for working families in the community.

As a working mother struggling to find care for my own children with the limited option I am discouraged that a public agency in my community is making it even more difficult for local families. If workers with families are forced to work a 4/10 schedule that begins at 6am, they will be left without childcare in the mornings as there are no daycares or before school programs beginning that early. Workers that have been at the agency for some time now have made family and financial choices based on their understanding of normal business hours and this change would be forcing out community employees.

As a board member, you have a responsibility to protect the Agency employees. As a means of doing so, please don't force this on the staff.

Sincerely,

Rate payer and Concerned Member of the Public

Allison Hathon

From: <u>Kathryn Markovchick</u>

obgolf@gmail.com

**Subject:** Letter for the board.

**Date:** Monday, March 9, 2020 11:13:52 PM

I would like the below letter included in the board packet for the meeting of March 18th.

Kathryn Markovchick 12812 Palisade Street Truckee, CA 96161

March 9th, 2020

TTSA Board of Directors 13720 Butterfield Dr. Truckee CA 96161

TTSA Board of Directors,

It is very concerning and sad that I have to write letter to encourage one of Truckee's own public organizations to consider allowing their employees to put their family first. Family always comes first. It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March 18th, 2020.

As a member of the public who has resided in the Truckee area for 15 years and paid taxes on time and have been a steller client, I have huge concerns on how this schedule will affect current and future staff that have families. Have any of you tried to find daycare, let alone at 5:30 am? A 6 am start time will create an unnecessary hardship on these workers because day care is non-existent this early in the morning. Additionally, current and future parents use this time to bond with their children creating a happy home life that will transition into happy workers. I have a job that requires a 7 am start and the mornings are stressful and challenging for myself and children.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management. Truckee is a community and family based town, that is why we moved here and plan to stay here. You public business should celebrate that and encourage family bonding. Happy employees equals good work production.

I would encourage continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values. Also please sue this meeting time as a way to reflect on not only how you view and treat your female employees but just your staff in general.

Sincerely,

Kathryn Markovchick

From: <u>Truckee Trails</u>

To: <a href="mailto:lgriffin@ttsa.net">lgriffin@ttsa.net</a>; <a href="mailto:dalecoxplumber@yahoo.com">dalecoxplumber@yahoo.com</a>; <a href="mailto:btresan@truckeesan.org">btresan@truckeesan.org</a>; <a href="mailto:dwillowship">dwillowship</a>; <a href="mailto:dalecoxplumber@yahoo.com">dwillowship</a>; <a href="mailto:dwillowship">dwillowship</a>; <a href="mailto:dwillowship">dwillows

obgolf@gmail.com

**Date:** Tuesday, March 10, 2020 8:48:31 AM

Sean Connors

10178 East Alder Creek Road

Truckee Ca 96161

3/10/20

TTSA Board of Directors

13720 Butterfield Dr.

Truckee CA 96161

TTSA Board of Directors,

It has come to my attention that all workers at this facility are being forced to work a 4/10 Schedule with a start time of 6 am, pending approval at the next scheduled Board Meeting on March 18<sup>th</sup>, 2020.

As a member of the public who has resided in the Truckee area for 17 years. I have grave concerns on how this schedule will affect current and future staff that have families. A 6 am start time will create an unnecessary hardship on these workers because day care is non-existent this early in the morning. Additionally, current and future parents use this time to bond with their children creating a happy home life that will transition into happy workers.

These public employees have been working under flexible schedule for decades. This action is insensitive to working families and demonstrates a lack of empathy on behalf of the Directors and current TTSA management.

I would encourage continued flexibility with staff that will increase morale and provide a positive work environment for these workers.

Please reject this motion as it is unnecessary, unfair and goes against our Truckee community values.

Sincerely,

Sean Connors

Tahoe-Truckee Sanitation Agency

13720 Butterfield Dr.

Truckee, CA 96161

#### TTSA Board of Directors,

This letter serves as part of public comment for the upcoming March 18<sup>th</sup> board meeting regarding the final approval of the TTSA Employee Handbook.

Although staff has produced many concerns with the draft handbook the most critical issue for some workers is the proposed 4/10 schedule with a 6 am start time. As you have been made aware of through previous correspondence and staff feedback, this start time for the Administrative and Laboratory Departments will cause a severe hardship for some workers. These workers are both new employees and seasoned staff, which are assets to our Agency.

This proposed schedule with a 6 am start time is a purposeful and targeted action against certain Agency staff for their union activities or simple "dislike" by Agency Management. These targeted workers have young children and it is a fact that they will be left in a situation where there is non-existent childcare. This will force their resignation from the agency. To approve this schedule is supporting retaliation in our workplace.

In addition to retaliation, please also consider the following facts:

- The Agency Administration and Laboratory Departments have been allowed a flexible starting time anywhere from 7 am to 8:30 am for **decades**.
- All Agency staff supports other workers being allowed an alternate work schedule. Workers ae not trying to prevent others from a 4/10 schedule.
- TTSA has had a major issue's with employee morale for years. Approving this schedule for all
  workers will only further decrease morale, disrupting our goals to protect the environment and
  serve the public.
- Although management states there was a "vote". It was done without knowing the start time of 6 am. The general manager and all department managers (which are Exempt Employees) participated in the "vote". Is this in good faith to rank and file workers?
- The Agency has hired a consulting firm to perform an "organizational assessment". They are currently months away from producing recommendations for changes to our agency. Why are so many changes being implemented now, just months before a professional organizational assessment?

- The general manager continues to divide our workforce. As stated in a current staff email, "I have heard numerous staff state they are fearful the vocal minority may influence and overturn the wishes of the silent majority or mis-represent the reality at the Agency. If this is a concern of yours, I recommend you take the opportunity to reach out to the Board of Directors. The Board of Directors have asked for and welcome all input" LaRue Griffin, 3/6/20. Statements like this only further cause unnecessary anger and divide amongst workers.
- TTSA management is putting staff in a "lose/lose "situation. "All or nothing" creates division.

  Agency Management and the Board of Directors have a perfect opportunity to create a "win/win" situation here by allowing workers in the Administration and Laboratory Departments a continued flexible schedule.
- The reasoning that a flexible start time wouldn't allow supervision in false. The Agency currently staffs a Customer Service Supervisor, Accounting Supervisor and Laboratory Director. All the supervisors would most likely work the same or similar start time schedule with full supervision.
- Our Member Districts, other local utilities, and residents rely on the TTSA Laboratory to perform
  drinking water testing as needed in an efficient manner. This proposed change in schedule
  disregards our commitment and service to the community.
- Just in the last week, as pointed out in an Agency email, the Centers for Disease Control is recommending workplaces allow flexible work schedules to reduce the spread of the CoronaVirus.
- After years of delay, the TTSA Board of Directors have finally decided to update its outdated Employer-Employee Rules Resolution (EERR) which will hopefully contain fair and common bargaining groups for public agencies such as TTSA. Because the resolution is not approved or known at this time, the employees do not have a fair opportunity to seek union representation. For this reason alone, this decision should be tabled and allow non-management workers time to decide if union representation is something they want.
- Approving this schedule and forcing workers to resign because they value their children is an insult to our community and does not represent our Truckee Community Values.

TTSA Board of Directors, I respectfully request you use your authority to **not** force the Administration and Laboratory Departments with a mandatory 6 am start time.

Sincerely,

**Bill Pindar** 

Truckee Resident and current TTSA Employee.

From: <u>Laura Mader</u>
To: <u>LaRue Griffin</u>

Subject: Work Schedule Change Feedback

Date: Tuesday, March 10, 2020 11:33:14 AM

#### LaRue,

Please provide my feedback below to the Agency Board of Directors as correspondence regarding the potential schedule change.

Thanks, Laura

#### T-TSA Board of Directors,

General Manager Griffin has encouraged staff to reach out to you with input about the proposed schedule changes in the revised handbook. I would like to take this opportunity to state that the plan to force all staff onto the same non-business hour schedule 4 days a week is not only unreasonable but also directly undermines the mission statement of the Agency as it does not improve service, benefit customers or the environment, foster job satisfaction, or meet the goal of operating in a sound, efficient, and effective manner.

The Board has stated that they would like the Agency to be brought up to modern standards in terms of our operations, culture, and policies and practices. A forced and rigid 4-day a week schedule is not standard for any modern business and is especially out of line with the wastewater industry where flexibility in different departments for 7 day a week coverage is the standard. Plans to have operators replace chemists doing certified lab work is something that a small plant with funding problems might be forced to do under duress. It does not represent the commitment to quality that you would expect of an agency of our size that discharges into possibly the most pristine water body in the State of California.

The Board has invested considerable sums of ratepayer money to hire consultants to update the job descriptions and organizational structure of the Agency. This schedule change essentially throws out the education and experience requirements that were just adopted for laboratory personnel and implements drastic changes before the organizational assessment can even be completed.

No appropriate reasoning has been provided to staff to explain why the 4-10's cannot be optional for staff that consider them to be a benefit. The all-or-nothing requirement appears to serve no purpose and has created even more discord among employees who feel that management is attempting to pit them against each other.

The wastewater industry is historically male-dominated. As times have changed utilities have moved to be more inclusive to women professionals in the field. This proposed schedule change, which negatively affects working families, has the real life consequence of creating an anti-woman, anti-mother atmosphere at T-TSA. As a working mother myself and the direct supervisor of another working mother, I am extremely concerned that the Agency is considering adopting a policy that essentially serves to push us out of the workplace.

I am hopeful that after receiving feedback from staff and stakeholders the board will postpone any major decisions until after the Organizational Assessment is completed and that when the schedules are adopted that the Board will implement reasonable options that support our mission statement and our employees.

Thanks,

Laura Mader Laboratory Director Tahoe-Truckee Sanitation Agency 530-587-2525



# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

From: Vicky Lufrano, Human Resources Administrator

Item: V-3

**Subject:** Discussion and action on Resolution No. 2-2020 establishing rules and regulations for

the administration of employer-employee relations

#### **Background**

In June 1993, Tahoe-Truckee Sanitation Agency (TTSA) Board of Directors adopted Resolution 4-93 (attached for reference), establishing rules and regulations for the administration of Employer-Employee Relations (EER). Resolution 4-93 has become outdated because of changes to the Meyers-Milias-Brown Act ("MMBA"), the law that governs the labor relations of special districts, cities and counties, and changes made over the years to TTSA's job classifications, including the recent changes as a result of the Classification and Compensation Study.

The MMBA authorizes TTSA to adopt rules to identify the procedures that will be followed when an employee organization (a union or employee association) seeks to represent TTSA's employees and related matters, such as the procedures that will be followed to determine an appropriate bargaining unit and the procedures that will be followed when another employee organization and/or group of employees seek to decertify a recognized employee organization. When a public agency has adopted its own employer-employee relations rules, the regulations of the California Public Employment Relations Board (PERB) pertaining to such matters generally will not apply. The public agency's rules, however, must be reasonable in the event they are challenged by an employee organization.

After discussion with the Board of Directors at the special meeting on February 12, 2020, the Board requested the proposed units be further reviewed and brought back for consideration at a future Board of Directors meeting. After further consideration, the following units are proposed:

- 1. <u>General Unit:</u> Operator in Training, Operator I/II/III, Lead Maintenance Mechanic, Maintenance Mechanic I/II/III, Inventory Control Specialist, Instrumentation and Electrical Technician I/II/III, Administrative Assistant I/II, Accounting Technician I/II, Customer Service Specialist I/II and Purchasing Agent I/II.
- 2. <u>Professional/Technical Unit</u>: Chemist I/II/III, Assistant/Associate Engineer, Safety Officer and Information Technology Specialist.
- 3. <u>Supervisory/Managerial Unit</u>: Operations Supervisor, Operations Shift Supervisor, Instrumentation and Electrical Supervisor, Maintenance Supervisor, Customer Service Supervisor, Accounting Supervisor, Senior Engineer, Chief Plant Operator, Laboratory Director, Operations Department Manager, Maintenance Department Manager, Information Technology Department Manager, Engineering Department Manager, and Administrative Department Manager.

The following would be the total position count per bargaining unit as listed in the Agency organizational chart (does not include two vacant positions that are currently in the recruitment stage):

General Unit:
 Professional/Technical Unit:
 Supervisory/Managerial Unit:
 positions
 f positions

Supervisory and Management bargaining units have been combined as they are responsible for day-to-day supervision or policy decisions, or oversight of an entire department or significant function or unit.

Monna Radulovich of Wiley Price & Radulovich, LLP. will be attending the meeting via teleconference to address any questions.

#### **Fiscal Impact**

None.

#### **Attachments**

- 1. Resolution No. 2-2020.
- 2. Resolution No. 4-93.

#### Recommendation

Management and staff recommend approval of Resolution No. 2-2020 establishing rules and regulations for the administration of employer-employee relations.

#### **Review Tracking**

Submitted By: Vicky Lufrano

Human Resources Administrator

Approved By:

General Manager

#### **RESOLUTION NO. 2 - 2020**

#### A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAHOE-TRUCKEE SANITATION AGENCY ESTABLISHING RULES AND REGULATIONS FOR THE ADMINISTRATION OF EMPLOYER-EMPLOYEE RELATIONS

WHEREAS, California Government Code section 3507 authorizes a political subdivision of the State of California to adopt reasonable rules and regulations for the administration of employer-employee relations; and

WHEREAS, the Tahoe-Truckee Sanitation Agency desires to revise and supersede its existing Employer-Employee Resolution (Resolution No. 4-93),

NOW THEREFORE BE IT RESOLVED by the Board of Directors of the Tahoe-Truckee Sanitation Agency as follows:

The Board of Directors of the Tahoe-Truckee Sanitation Agency hereby adopts the following rules and regulations for the administration of employer-employee relations:

## TAHOE-TRUCKEE SANITATION AGENCY EMPLOYER-EMPLOYEE RELATIONS RULES

#### **Section 1.00 Statement of Purpose**

This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq.), captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employer employee relations between the Agency and any employee organizations; establishing uniform and orderly methods of communications among employees, employee organizations and the Agency; and providing procedures for meeting and conferring in good faith with exclusively recognized employee organizations regarding matters that directly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in appropriate bargaining units. However, nothing contained herein shall be deemed to supersede the provisions of applicable federal, state or local law.

#### **Section 2.00 Definitions**

As used herein, the following terms shall have the meanings indicated:

- 2.01 Agency. When used alone, means the Tahoe-Truckee Sanitation Agency.
- 2.02 <u>Appropriate Unit</u>. A grouping of Agency classification of positions for purposes of employee representation, established pursuant to these rules and regulations. "Appropriate bargaining unit" has the same meaning.

- 2.03 <u>Board</u>. When used alone, the Board of Directors of the Tahoe-Truckee Sanitation Agency.
- 2.04 <u>Confidential Employee</u>. An employee, who in the course of his or her duties, is privy to information, decision processes, and/or programs of the Agency's administration of employer-employee relations, or who assists or acts in a confidential capacity to persons who formulate, determine and/or effectuate the Agency's policies relating to labor relations. The Agency may designate Confidential Employee positions. This term is distinct from employees that handle confidential legal or personnel information.
- 2.05 <u>Consult/Consultation in Good Faith</u>. To communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process.
- 2.06 <u>Department Head</u>. The highest management level person having overall supervisory responsibility over an established department.
- 2.07 <u>Day</u>. Calendar day unless expressly stated otherwise.
- 2.08 <u>Employee</u>. A person employed by the Agency (full-time or part-time) in an authorized position or who is on authorized leave-of-absence from such a position.
- 2.09 <u>Employee Relations Officer</u>. The General Manager or his/her designee in the absence of the General Manager.
- 2.10 <u>Exclusively Recognized Employee Organization</u>. An employee organization which has been formally acknowledged by the Agency as the employee organization that solely represents the employees in an appropriate bargaining/representation unit pursuant to these rules and regulations, and has one of its primary purposes representing such employees in their employment relations with the Agency.
- 2.11 <u>Impasse</u>. The point when the representatives of the Agency and an exclusively recognized employee organization have reached a deadlock in their meet and confer over matters with the scope or representation.
- 2.12 <u>Majority</u>. More than fifty (50) percent.
- 2.13 <u>Management Employee</u>. An employee having responsibility for formulating, administering or managing the implementation of Agency policies or programs, managing departments, major divisions of departments or of functions, or having responsibility for directing and/or overseeing the work of subordinates through lower level supervision. Management Employees are designated by the General Manager consistent with this Resolution.

- 2.14 <u>Management Representative</u>. The Agency's General Manager or any person or organization duly authorized by the Agency Board of Directors to represent the Agency in the meet and confer with an exclusively recognized employee organization.
- 2.15 <u>Mediation</u>. The efforts of an impartial third person or persons, functioning as an intermediary, to assist the Agency and exclusively recognized employee organization in reaching a voluntary resolution of an impasse in their meet and confer.
- 2.16 <u>Meet and Confer</u>. The process whereby representatives of the Agency and of an exclusively recognized employee organization in good faith exchange information, opinions, and proposals to endeavor to reach agreement on wages, hours, and other terms and conditions of employment within the scope of representation, as contemplated by Government Code section 3505.
- 2.17 <u>Professional Employee</u>. Any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, those classes of employees defined in Government Code Section 3507.3.
- 2.18 Proof of Employee Support. A petition submitted by an employee organization to the Agency Employee Relations Officer that demonstrates proof of approval by at least 30% of the employees in an appropriate bargaining unit which the employee organization seeks to represent, decertify or modify. The proof may be by any of the following means: (1) a petition that is personally signed and dated by employees; (2) employee authorization cards personally signed and dated by the employees; or (3) documented evidence of current dues-paying employee organization membership or payroll dues deductions, using the payroll period immediately prior to the date the petition is filed. For purposes of (1) and (2) above, in order to be acceptable proof of employee support, the signatures of the employees must be: (a) from employees currently employed in regular authorized positions within the appropriate bargaining unit on the date the petition is filed: and (b) the signatures must have been executed within 90 calendar days prior to the date the petition is filed. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee.
- 2.19 <u>Scope of Representation</u>. All matters relating to employment conditions and employeremployee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, but not including consideration of the merits, necessity, or organization of any service or activity provided by law or executive order under Government Code section 3504.
- 2.20 <u>Supervisory Employee</u>. Any employee having authority, in the interest of the Agency, to hire, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of authority is not of a merely routine or clerical nature but requires the use of independent judgment.

2.21 <u>Valid Election</u>. An election held pursuant to procedures contained in these rules and regulations which results in one choice having a majority of the valid votes cast in its favor.

#### **Section 3.00 Agency Rights**

- 3.01 The Board of Directors retains the exclusive right, except as otherwise noted herein, to manage the Agency, and to carry out its constitutional, statutory, financial, and managerial functions and responsibilities. Nothing in these rules and regulations shall be construed to require the Agency to meet and confer on any matter which is hereby determined to be an exclusive right of the Agency. The exclusive rights of the Agency include, but are not limited to:
  - (a) Manage the Agency generally and determine the issues of policy, to include the determination of facts as the basis of management decision;
  - (b) Determine the necessity for and organization of any service or activity conducted by the Agency, to expand or diminish services, and to set the standards of service to the public;
  - (c) Determine the nature, manner, means, technology, equipment, facilities, personnel, and extent of services to be provided to the public;
  - (d) Determine the methods, means, and priority of financing all operations of the Agency;
  - (e) Determine the organizational structure, staffing size and composition, and to allocate and assign the work by which Agency operations are to be conducted including the content of job classifications;
  - (f) Contract or subcontract work performed for the Agency as deemed appropriate for the efficient operation of the Agency;
  - (g) Schedule employees in accordance with work requirements as determined by the Agency, and to establish and modify work schedules and assignments;
  - (h) Lay off employees from partial or total duties because of lack of work or funds, or other legitimate reasons;
  - (i) To dismiss, suspend without pay, demote, reprimand, transfer, withhold merit increases, or otherwise discipline employees, subject to the requirements of law;
  - (j) Determine minimum qualifications, job duties, selection procedures and standards, and job classifications, and to reclassify employees when operational conditions warrant:

- (k) Hire, transfer, promote, and demote employees for non-disciplinary reasons;
- (l) Determine policies, procedures, rules, and practices governing the administration of personnel matters that do not conflict with, or contravene, application to employees covered by an active Memorandum of Understanding, and to require compliance therewith;
- (m) Restrict the activity of any employee or person on Agency property except as set forth in these regulations;
- (n) Take any and all necessary actions to carry out the mission of the Agency in emergencies; and
- (o) Determine which Agency employees are management, supervisory and confidential personnel.

#### **Section 4.00 Employee Rights**

- 4. 01. Agency employees shall have the right to join and participate in the lawful activities of an employee organization for the purpose of representation on matters of employee relations. Employees shall also have the right to refuse to join or participate in the activities of an employee organization and shall have the right to represent themselves individually at any time in their employment relations with the Agency.
- 4.02 No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the Agency or by any employee organization because of the exercise of these rights.
- 4.03 Professional employees shall not be denied the right to be represented separately from non-professional employees by a professional employee organization consisting of such professional employees in an appropriate bargaining unit consistent with these rules.

#### **Section 5.00 Rights of Recognized Employee Organizations**

- 5.01 An exclusively recognized employee organization shall have the following rights with regard to employees in its bargaining unit:
  - (a) To represent employees in the unit in their employment relations with the Agency and to meet and confer in good faith with management representative(s) on matters within the scope of representation.
  - (b) Except in cases of emergency, to have reasonable written notice of any proposed ordinance, rule, resolution, or regulation directly relating to matters within the scope of its representation and the opportunity to meet with the Board or its management representative prior to the adoption of such proposal. In cases of emergency when the Board determines that an ordinance, rule, resolution or

- regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board shall provide such notice and the opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.
- (c) For an authorized representative of the exclusively recognized employee organization to have reasonable access to Agency facilities to speak with members of the bargaining unit for the purpose of processing grievances or other matters within the scope of representation provided he/she has first made arrangements with the management or supervisory employee in charge. This right does not extend to contacting Agency employees during the work time of employees who are not employees in the unit represented by the particular employee organization. Any soliciting of members or other internal employee organization business shall be conducted only during the non-work time of all employees concerned. The recognized employee organization's access must not interfere with the normal operations of the department or Agency and must comply with established safety and/or security requirements.
- (d) To have a reasonable number of employee representatives allowed reasonable time off without loss of compensation or other benefits when the exclusively recognized employee organization is formally meeting and conferring with designated management representative(s) on matters within the scope of representation or as otherwise provided in Government Code section 3505.3.
- (e) Payroll deductions of membership dues and for other allowable purposes, such as deductions for premiums for participation in employee benefit programs sponsored in whole or part by the exclusively recognized employee organizations, as provided in Section 9.02 of these rules and regulations.
- (f) To reasonable use of Agency facilities during non-work hours for meetings with employees upon timely application in writing stating the purpose for such use, provided that space is available. The Agency reserves the right to condition such use on payment of appropriate charges to offset the cost of such use of the facilities.
- (g) To the use of reasonable space on bulletin boards as specified by the Agency for posting notices of the employee organization's meetings, social events, elections, appointments, news alerts and newsletters. All materials shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets or any other place. Posted materials shall not be obscene, defamatory, of a partisan political nature, misleading, or violative of any federal, state or local ordinance, law, statute or rule. Such materials shall not pertain to public issues which do not involve the Agency and its relations with employees. All posted materials shall be neatly displayed and bear the identity of the sponsor and the date of posting. Unless special arrangements are made, materials posted will be removed 31 days after the publication date. The Agency reserves the right to determine where

- bulletin boards may be used. Any employee organization that does not abide by these rules shall forfeit its right to have materials posted on Agency bulletin boards for such period as determined by the Agency.
- (h) To reasonable access to nonconfidential information pertaining to employment relations as contained in the public records of the Agency, subject to limitations and conditions set forth in this rule and the California Public Records Act, Government Code section 6250, et seq. Such information will be made available during regular office hours and after payment of reasonable costs, where applicable. Nothing herein shall be construed to require disclosures which constitute an unwarranted invasion of privacy or are gathered pursuant to promises to keep the source confidential. Nor shall anything herein be construed to require disclosure of records that are working papers or memoranda not retained in the ordinary course of business, records pertaining to litigation to which the Agency is party, or to claims or appeals which have not been settled. The Agency shall not be required to do research or assemble data in a manner other than that usually done by the Agency.
- (i) Any other rights granted recognized employee organizations by Sections 3500-3511 of the Government Code.

#### Section 6.00 Representation Proceedings and Decertification

- 6.01 <u>Filing of Recognition Petition by Employee Organization</u>. An employee organization that seeks to be formally acknowledged as the Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:
  - (a) Name and address of the employee organization.
  - (b) Names and titles of officers.
  - (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.
  - (d) A statement that the employee organization has, as one of its primary purposes, representing employees in their employment relations with the Agency.
  - (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
  - (f) Certified copies of the employee organization's constitution and by-laws.

- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notices sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on any basis protected by local, state or federal law, such as race, color, creed, sex, ancestry, marital status, disability, medical condition, national origin, religion, sexual orientation, gender identity, gender expression, age, or military or veteran status.
- (i) The appropriate unit the employee organization wishes to represent, the job classifications or position titles of employees in the appropriate unit for which the petition is filed and the approximate number of member employees therein.
- (j) A statement that the employee organization has in its possession proof of employee support as herein defined in the appropriate unit. Such written proof shall be submitted for confirmation to the Employee Relations Officer.
- (k) A request that the Board of Directors formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the appropriate unit for the purpose of meeting and conferring in good faith.
- 6. 02 The petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct, and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.
- Agency Response to Recognition Petition. Upon receipt of the Petition, the Employee Relations Officer shall determine whether: (1) There has been compliance with the requirements of the Recognition Petition; and (2) The proposed representation unit is one of the appropriate units set forth in Section 7.03 of these rules and regulations.
  - (a) If an affirmative determination is made by the Employee Relations Officer on the foregoing two matters, the Officer shall so inform the petitioning employee organization, shall give written notice of such request for recognition to the employees in the unit and any employee organization previously recognized, and shall take no action on said request for thirty (30) days thereafter.
  - (b) If either of the foregoing matters are not affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning employee organization, and, if such determination thereafter remains unchanged, shall inform that organization of the reasons therefor in writing. The petitioning employee organization may appeal such determination in accordance with Section 8.00 of these rules and regulations.
  - (c) The Agency shall formally acknowledge the employee organization as the exclusively recognized employee organization without an election under Section

6.05 below when the following has been satisfied: (i) the Employee Relations Officer has made an affirmative determination concerning (1) and (2) above; (ii) no other employee organization has been previously recognized by the Agency as the current exclusively recognized employee organization of all or part of the same unit; (iii) no valid challenging petition has been filed in accordance with section 6.04; and (iv) a neutral third party agreed to by the Agency and employee organization has reviewed the proof of support and verified the majority status of the employee organization in the bargaining unit (in the absence of agreement concerning the neutral third party, the verification of proof of majority status will be determined by the State Mediation and Conciliation Service). The Agency and employee organization can agree that the determination in (iv) will be made by the Employee Relations Officer. The Employee Relations Officer shall notify the employee organization, the departments concerned, the employees in the bargaining unit represented, and such other persons or organizations as the Employee Relations Officer deems appropriate of the determination that the Agency has acknowledged the employee organization as the exclusively recognized employee organization of the bargaining unit.

6.04 Open Period for Filing--Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees by means of posting on Agency bulletin boards that a valid recognition petition for an appropriate unit has been filed, any other employee organization (hereafter referred to as the "challenging organization") may file a competing request to be formally acknowledged as the exclusively recognized employee organization of the employees in the same unit, by filing a petition for recognition evidencing proof of employee support in the unit of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 6.01. The Employee Relations Officer shall determine whether: (1) the challenging petition is timely; and (2) the petition complies with the requirements set forth in section 6.01. If the Employee Relations Officer affirms such matters and the challenging organization has submitted proof of support of at least 30% of the employees in the appropriate bargaining unit, both the petitioning employee organization and the challenging organization shall submit their respective proof of support to a neutral third party agreed to by the Agency and employee organizations for verification. In the absence of an agreement, the verification shall be conducted by the State Mediation and Conciliation Service. Upon verification by the neutral third party that the challenging organization and petitioning employee organization have each submitted proof of support of at least 30% of the employees in the appropriate bargaining unit, a secret ballot election shall be held as provided in section 6.05.

If no timely and/or valid challenging petition has been filed, the determination of whether the petitioning employee organization has valid proof of majority support in the appropriate bargaining unit shall be determined in accordance with section 6.03(c) above. In the event the employee organization's proof of support is not verified as proving majority support but has been verified as proving at least 30% support among the employees in the appropriate bargaining unit, a secret ballot election will be conducted in accordance with section 6.05.

- 6.05 <u>Election Procedure</u>. When an election is required under these rules, the Employee Relations Officer shall arrange for a secret ballot election to be conducted by a neutral third party agreed to by the Employee Relations Officer and the employee organization(s) or, in the absence of agreement, by the State Mediation and Conciliation Service (hereafter "election officer"), and verified by the Employee Relations Officer and one representative of each of the concerned employee organization(s), in accordance with the election officer's rules and procedures and subject to the provisions of these rules and regulations.
  - (a) All employee organizations who have duly submitted petitions which have been determined to be in conformance with the applicable rule(s) shall be included on the ballot, as shall be a choice designated as "No Organization".
  - (b) Employees entitled to vote in such election shall be those persons employed in regular positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including those who did not work during such period because of absence, and who are employed by the Agency in the same unit on the date of the election.
  - (c) An employee organization receiving a majority of the valid votes cast in the election certified as valid by the election officer shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.
  - (d) There shall be no more than one valid election under these rules and regulations pursuant to any petition in a 12 month period affecting the same unit.
  - (e) Cost of conducting election, if any, shall be borne in equal shares by each employee organization appearing on the ballot.
- 6.06 Procedure for Decertification of Recognized Employee Organization. A Decertification Petition alleging that the incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in an established appropriate unit may not be filed with the Employee Relations Officer for at least 12 months from the Agency's recognition of the employee organization as the exclusively recognized employee organization of the bargaining unit. If no memorandum of understanding is in effect at the time, a request for decertification may be filed at any time after the above-mentioned 12 months period. If a memorandum of understanding is in effect for the bargaining unit in question, then the petition for decertification shall only be processed when filed during a thirty (30) day period commencing one hundred twenty (120) days prior to the

expiration date of a Memorandum of Understanding then having been in effect more than one (1) year. A Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:

- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The names of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.
- (c) An allegation that incumbent Exclusively Recognized Employee Organization no longer represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.
- (d) Written Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization or wish to be represented by another employee organization. Such proof shall be submitted for confirmation within the time limits specified in the first paragraph of this Section.

In addition to the above, an employee organization filing a Decertification Petition must further file a Petition in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent of the appropriate bargaining unit and otherwise conforms to the requirements of Section 6.01.

The Employer Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Section. If the Officer's determination is in the negative, the Officer shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization, and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefor in writing. The petitioning employees or employee organization may appeal such determination in accordance with Section 8.00 of these rules and regulations. If the determination of the Employee Relations Officer is in the affirmative, or if the Officer's negative determination is reversed on appeal, verification of the 30% proof of support shall be determined in accordance with the same procedures in Section 6.04 above, and upon verification the Officer shall give written notice of such Decertification or Recognition Petition to the incumbent Exclusively Recognized Employee Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held at a reasonable time after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder,

the question of representation. Such election shall be conducted in conformance with Section 6.05.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

#### **Section 7.00 Unit Determination**

- 7.01 Policy and Standards for Determination of Appropriate Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the Agency and its compatibility with the primary responsibility of the Agency and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. Factors to be considered in assigning classifications to units shall be:
  - (a) An appropriate unit will contain when feasible and appropriate the largest grouping of Agency employees having a community of interest and constituting an entity appropriate for representation purposes in order to minimize fragmentation of units;
  - (b) Past history of employee representation in the unit, among other Agency employees, and similar public employment;
  - (c) The effect of the proposed unit on the efficient operations of Agency service and employee relations;
  - (d) Similarity of duties, responsibilities, skills, wages, required qualifications, education and working conditions;
  - (d) The effect on existing classification structure in dividing a classification among two or more units; and
  - (e) The statutory right of professional employees to be represented separately from nonprofessional employees.
- 7.02 Notwithstanding the foregoing provisions of this Section, management, supervisory and confidential employees may be included only in units that do not include non-managerial, non-supervisory and non-confidential employees; such management, supervisory and confidential employees shall not represent a recognized employee organization which represents other employees of the Agency; and professional employees shall not be denied the right to be represented in a separate unit from non-professional employees. Currently, the Agency deems the following classifications as non-supervisory/non-managerial professional classifications for which a separate bargaining unit has been

established under Section 7.03 below: Chemist I/II/III, Assistant/Associate Engineer, Safety Officer and Information Technology Specialist. Currently, the Agency deems the following supervisory/managerial classifications as professional classifications and any employee in these classifications may request to establish a separate supervisory and/or managerial professional bargaining unit(s): Chief Plant Operator, Senior Engineer, Laboratory Director, Engineering Department Manager, and Information Technology Department Manager.

- 7.03 <u>Units Established</u>. The following bargaining units are hereby established as appropriate bargaining units:
  - (a) General Unit comprised currently of the following classifications: Operator in Training, Operator I/II/III, Lead Maintenance Mechanic, Maintenance Mechanic I/II/III, Inventory Control Specialist, Instrumentation and Electrical Technician I/II/III, Administrative Assistant I/II, Accounting Technicians I/II, Customer Service Specialist I/II, Purchasing Agent I/II
  - (b) Professional/Technical Unit comprised currently of the following classifications: Chemist I/II/III, Assistant/Associate Engineer, Safety Officer and Information Technology Specialist.
  - (c) Supervisory/Managerial Unit comprised currently of the following classifications: Operations Supervisor, Operations Shift Supervisor, Instrumentation and Electrical Supervisor, Maintenance Supervisor, Customer Service Supervisor, Accounting Supervisor, Senior Engineer, Chief Plant Operator, Laboratory Director, Operations Department Manager, Maintenance Department Manager, Information Technology Department Manager, Engineering Department Manager and Administrative Department Manager.
- 7.04 <u>Allocation of Classifications to Units</u>. The Employee Relations Officer shall allocate new classifications or positions, delete eliminated classifications or positions and retain, reallocate or delete classifications or positions from units in accordance with the provisions of this Section after consulting with affected exclusively recognized employee organization(s).
- 7.05 Procedure for Modification of Established Appropriate Units.
  - (a) By an exclusively recognized employee organization: A request by an exclusively recognized employee organization for modifications or redefinition of established appropriate unit(s) may be made to the Employee Relations Officer only when: (1) no memorandum of understanding exists between the Agency and the exclusively recognized employee organization and no existing memorandum of understanding applies to the classification(s) subject to the request; or (2) no sooner than 120 calendar days and no later than 90 calendar days before the expiration of the memorandum of understanding between the Agency and

exclusively recognized employee organization. Such requests shall be submitted in the form of a formal proposal or Recognition Petition, which in addition to the requirements set forth in Section 6.01 of these rules and regulations, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set forth in Sections 7.01-7.02 hereof. The Employee Relations Officer shall process such petitions or formal proposals as other Recognition Petitions under Section 6.00.

(b) By the Agency: The Employee Relations Officer may, on his/her own motion, propose at any time that a newly created classification be assigned to a particular bargaining unit. The Employee Relations Officer shall give written notice of the proposed bargaining unit assignment to any affected exclusively recognized employee organization(s) and shall hold a consultation concerning the proposed modification(s), at which time all affected exclusively recognized employee organizations shall be heard if they so desire. Thereafter the Employee Relations Officer shall determine the appropriate bargaining unit assignment for the new classification(s) consistent with Sections 7.01 and 7.02, subject to approval of the Board of Directors. The Employee Relations Officer shall give written notice of the proposed decision regarding the bargaining unit assignment(s) for the new classification(s) to the affected employee organization(s) prior to approval of the Board.

In the event an applicable memorandum of understanding exists, an Agency's motion/petition for unit modification or redefinition for any purpose other than the above (relating to the assignment of a newly created classification(s)) must be made no sooner than 120 calendar days and no later than 90 calendar days before the expiration of the applicable memorandum of understanding. The Employee Relations Officer shall give written notice of such proposed modification to the affected exclusively recognized employee organizations, and hold a consultation with it/them, at which time the affected exclusively recognized employee organizations shall be heard if they so desire. Thereafter, the Employee Relations Officer shall determine the modification of the bargaining unit(s) in accordance with Sections 7.01 and 7.02, subject to approval of the Board of Directors. The Employee Relations Officer shall give written notice of such modification or redefinition to the affected employee organization(s) prior to approval of the Board.

If a unit is modified or redefined pursuant to the motion of the Employee Relations Officer hereunder and if such modification or redefinition results in a substantial change in a pre-existing unit, employee organizations may thereafter file Recognition Petition(s) seeking to become the exclusively recognized employee organization for such new or redefined appropriate unit(s) pursuant to Section 6.01 hereof.

#### Section 8.00 Appeals

- 8.01 <u>Appeals</u>. An exclusively recognized employee organization aggrieved by an allocation/assignment of a new classification(s) to a unit by the Employee Relations Officer under Section 7.04 and/or Section 7.05(b) may, within ten (10) days of notice thereof, appeal such determination to the Board of Directors for final decision.
- 8.02 An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 6.01), Challenging Petition (Sec. 6.04), a Decertification or Recognition Petition (Sec. 6.06), or a unit modification petition by an exclusively recognized employee organization or Agency under section 7.05(a) or (b) (except those that pertain to the allocation/assignment of a newly created classification -- see 8.01 above), or an employee aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 6.06) has not been filed in compliance with the applicable provisions of these rules and regulations, may, within fifteen (15) days of notice of such determination, appeal the determination to the Board of Directors for final decision.
- 8.03 Appeals to the Board of Directors shall be filed in writing. Decisions of the Board determining the substance of the dispute shall be final and binding.

#### **Section 9.00 Administration**

- 9.01 <u>Maintenance of Recognized Status and Submission of Current Information</u>. A Recognized Employee Organization shall furnish to the Employee Relations Officer all changes in the information filed with the Agency by such recognized employee organization under items (a) through (k) of its Recognition Petition under Section 6.01 within fourteen (14) days of such change.
- 9.02 Payroll Deductions on behalf of Employee Organizations. Upon formal certification by the Agency of an Exclusively Recognized Employee Organization, such recognized employee organization may be provided payroll deductions of membership dues and other appropriate deductions only upon the written authorization of employees in the unit represented by such a recognized employee organization.
- 9.03 <u>Administrative Rules and Procedures</u>. The Employee Relations Officer is hereby authorized to establish such administrative rules and procedures, not in conflict with these rules and regulations, as appropriate to implement and administer the provisions of these rules and regulations after consultation with affected employee organizations.

#### **Section 10.00 Miscellaneous Provisions**

- 10.01 Construction. These rules and regulations shall be administered and construed as follows:
  - (a) Nothing herein shall be construed to deny to any person, employee, organization, the Agency, or any authorized officer, body or other representative of the Agency,

- the rights, powers and authority granted by Federal or State law or local resolutions and ordinances.
- (b) These rules and regulations shall be interpreted so as to carry out its purposes as set forth in Section 1.00.
- (c) Nothing herein shall be construed as making the provisions of California Labor Code Section 923 applicable to Agency employees or employee organizations.
- 10.2 Impasse Procedures. After a bona fide effort has been made to meet and confer in good faith on a matter within the scope of representation and such efforts fail to result in an agreement, the exclusively recognized employee organization and Agency can by mutual agreement attend mediation in an effort to resolve the impasse. The mediation will be conducted by a mediator from the State Mediation and Conciliation Service or such other mediator mutually agreed to by the parties. Any mediation fees/costs shall be shared equally by the parties.

#### **Section 11.00 Severability**

11.01 If any provision herein, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these rules and regulations, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

#### **Section 12.00 Implementation**

12.01 The rules and regulations herein governing employer employee relations shall become effective upon adoption by the Board of Directors.

#### **Section 13.00 Prior Policies Repealed**

13.01 To the extent that the terms and provisions of these rules and regulations may be inconsistent or in conflict with the terms or provisions of any other or prior employer-employee relations policies and procedures, ordinances, resolutions, rules or regulations of the Agency governing the same subject, the terms of these rules and regulations shall prevail and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules or regulations are hereby repealed.

AYES: NOES: ABSTAIN: ABSENT:	
	Dan Wilkins, Vice President Board of Directors TAHOE-TRUCKEE SANITATION AGENCY
Attest:	
Secretary of the Board of Directors TAHOE-TRUCKEE SANITATION AG	ENCY

PASSED AND ADOPTED by the Board of Directors of the Tahoe-Truckee Sanitation Agency on this  $15^{\rm th}$  day of April 2020 by the following vote:

#### RESOLUTION NO. 4-93

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE TAHOE-TRUCKEE SANITATION AGENCY ESTABLISHING RULES AND REGULATIONS FOR THE ADMINISTRATION OF EMPLOYER-EMPLOYEE RELATIONS

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TAHOE-TRUCKEE SANITATION AGENCY as follows:

#### SECTION ONE:

The Board of Directors of the Tahoe-Truckee Sanitation Agency hereby adopts the following rules and regulations for the administration of employer-employee relations:

# TAHOE-TRUCKEE SANITATION AGENCY EMPLOYER-EMPLOYEE RELATIONS

#### Section 1.00 General Provisions

Statement of Purpose. This Resolution implements Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 et seq.) captioned "Local Public Employee Organizations," by providing orderly procedures for the administration of employeremployee relations regarding the Agency and its employee organizations and regarding matters that directly affect and primarily involve the wages, hours, and other terms and conditions of employment of employees in appropriate units. However, nothing contained herein shall be deemed the provisions of State law, local supersede ordinances, resolutions and rules which establish and regulate the merit system, or which provide for other methods of administering employer-employee relations through the establishment of uniform and orderly methods between employees, communications organizations and the Agency.

#### Section 2.00 Definitions

As used herein, the following terms shall have the meanings indicated:

- 2.01 Agency. When used alone, means the Tahoe-Truckee Sanitation Agency.
- 2.02 <u>Appropriate Unit</u>. A grouping of Agency classification of positions, established pursuant to these rules and regulations.
- 2.03 <u>Board</u>. When used alone, the Board of Directors of the Tahoe-Truckee Sanitation Agency.
- 2.04 Confidential Employee. An employee, who in the course of his or her duties, has access to information relating to the Agency's administration of employer-employee relations, including, but not limited to, any information not generally available for public dissemination. Confidential Employee shall include all Management Employees, Executive Secretary/Secretary of the Board, Administrative Secretary, Accountants, Bookkeepers, Computer Operators, Billing Clerk, Purchasing Agent, and Secretaries.
- 2.05 Consult/Consultation in Good Faith. To communicate orally or in writing for the purpose of presenting and obtaining views or advising of intended actions; and, as distinguished from meeting and conferring in good faith regarding matters within the required scope of such meet and confer process.
- 2.06 <u>Department Head</u>. The highest management level person having overall supervisory responsibility over an established department.
- 2.07 Day. Calendar day unless expressly stated otherwise.
- 2.08 Employee. A person who is legally occupying a position in the Agency service or who is on authorized leave-of-absence from such a position, and is employed in either a regular full-time or regular part-time position.
- 2.09 Employee Relations Officer. The person designated by the Board to be the Employee Relations Officer.
- 2.10 Exclusively Recognized Employee Organization. An employee organization which has been formally acknowledged by the Agency as the employee organization that solely represents the employees in an appropriate representation unit pursuant to these rules and regulations.
- Meet and Confer. The process whereby representatives of the Agency and of exclusively recognized employee organizations in good faith exchange information, opinions, and proposals to endeavor to reach agreement on wages, hours, and other terms and conditions of employment, as contemplated by Government Code

Section 3505.

- 2.12 Majority. More than fifty (50) percent.
- 2.13 Management Employee. An employee having responsibility for formulating, administering or managing the implementation of Agency policies or programs. Management Employees shall include the Department Heads, and Supervisory Employees.
- 2.14 <u>Professional Employee</u>. Any employee engaged in work requiring specialized knowledge and skills attained through completion of a recognized course of instruction, including, but not limited to, those classes of employees defined in Government Code Section 3507.3.
- Proof of Employee Support. An authorization card recently signed and personally dated by an employee. The only authorization which shall be considered as proof of employee support hereunder shall be the authorization last signed by an employee. The words "recently signed" shall mean within ninety (90) days prior to the filing of a petition or card.
- 2.16 Scope of Representation. All matters relating to employment conditions and employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment, but not including consideration of the merits, necessity, or organization of any service or activity provided by law or executive order.
- 2.17 Supervisory Employee. Any employee having authority, in the interest of the Agency, to hire, suspend, lay off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action if, in connection with the foregoing, the exercise of authority is not of a merely routine or clerical nature but requires the use of independent judgment.
- 2.18 <u>Valid Election</u>. An election held pursuant to procedures contained in these rules and regulations which results in one choice having a majority of the valid votes cast in its favor.

### Section 3.00 Agency Rights

3.01 The Board of Directors retains the exclusive right, except as otherwise noted herein, to manage the Agency, and to carry out its constitutional, statutory, financial, and managerial functions and responsibilities. Nothing in these rules and regulations shall be construed to require the Agency to meet and confer on any matter which is hereby determined to be an exclusive right of

the Agency. The exclusive rights of the Agency include, but are not limited to:

- (a) Manage the Agency generally and determine the issues of policy, to include the determination of facts as the basis of management decision;
- (b) Determine the necessity for and organization of any service or activity conducted by the Agency, and to expand or diminish services;
- (c) Determine the nature, manner, means, technology, equipment, facilities, personnel, and extent of services to be provided to the public;
- (d) Determine the methods, means, and priority of financing all operations of the Agency;
- (e) Determine the organizational structure, staffing size and composition, and to allocate and assign the work by which Agency operations are to be conducted including the content of job classifications;
- (f) Contract or subcontract work performed for the Agency as deemed appropriate for the efficient operation of the Agency;

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- (g) Schedule employees in accordance with work requirements as determined by the Agency, and to establish and modify work schedules and assignments;
- (h) Lay off employees from partial or total duties because of lack of work or funds, or under conditions where continued work would be ineffective or non-productive;
- (i) To dismiss, suspend without pay, demote, reprimand, transfer, withhold merit increases, or otherwise discipline employees, subject to the requirements of law;
- (j) Determine minimum qualifications, job duties, selection procedures and standards, and job classifications, and to reclassify employees when operational conditions warrant;
- (k) Hire, transfer, promote, and demote employees for non-disciplinary reasons;

- (1) Determine policies, procedures, rules, and practices governing the administration of personnel matters that do not conflict with, or contravene, application to employees covered by an active Memorandum of Understanding, and to require compliance therewith;
- (m) Restrict the activity of any employee or person on Agency property except as set forth in these regulations;
- (n) Take any and all necessary actions to carry out the mission of the Agency in emergencies; and
- (o) Determine which Agency employees are management, supervisory and confidential personnel.
- Nothing in these rules and regulations is intended to restrict consultation or meeting and conferring with recognized employee organizations regarding matters within the right of the Agency to determine, nor to restrict the duties or authorities vested by law in the Agency, its Board of Directors or its General Manager.

#### Section 4.00 Employee Rights

- 4.01. Agency employees shall have the right to join and participate in the lawful activities of an employee organization. Employees shall also have the right to refuse to join or participate in the activities of an employee organization and shall have the right to represent themselves individually at any time in their employment relations with the Agency.
- 4.02 No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the Agency or by any employee organization because of the exercise of these rights.
- 4.03 Professional employees shall not be denied the right to be represented separately from non-professional employees by a professional employee organization consisting of such professional employees.

## Section 5.00 Rights of Recognized Employee Organizations

- 5.01 An exclusively recognized employee organization shall have the following rights with regard to employees in its bargaining unit:
  - (a) To represent employees in the unit in their employment relations with the Agency and to meet and confer in good faith with the Board or management representative(s) on matters within the scope of representation.

- (b) Except in cases of emergency, to have reasonable written notice of any proposed ordinance, rule, resolution, or regulation directly relating to matters within the scope of its representation and the opportunity to meet with the Board or its representative prior to the adoption of such proposal. In cases of emergency when the Board determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with a recognized employee organization, the Board shall provide such notice and the opportunity to meet at the earliest practical time following the adoption of such ordinance, rule, resolution or regulation.
- authorized representative of the an (C) To have recognized employee organization who may contact Agency organization in members of his/her he/she has first provided facilities arrangements with the management or supervisory employee in charge. This right does not extend to contacting Agency employees on Agency time who are particular employee members of the not membership soliciting and organization, representation rights in an employee organization shall not be done during working hours.
- (d) To have a reasonable number of employee representatives allowed reasonable time off without loss of compensation or other benefits when formally meeting and conferring with management representatives on matters within the scope of representation.
- (e) Payroll deductions of membership dues and insurance premiums as provided in Section 9.04 of these rules and regulations.
- (f) To reasonable use of Agency facilities for meetings upon timely application in writing stating the purpose for such use. Such use shall not occur during regular work hours. The Agency reserves the right to condition such use on payment of appropriate charges to offset the cost of such use of the facilities.
- (g) To the use of reasonable space on bulletin boards as specified by the Agency. All materials shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets or any other place. Posted materials shall not be obscene, defamatory, of a partisan political nature, misleading, violative of any federal, state or local ordinance, law, statute or rule. Such materials shall not pertain to public issues which

do not involve the Agency and its relations with employees. All posted materials shall be neatly displayed and bear the identity of the sponsor and the date of posting. Unless special arrangements are made, materials posted will be removed 31 days after the publication date. The Agency reserves the right to determine where bulletin boards may be used. Any employee organization that does not abide by these rules shall forfeit its right to have materials posted on Agency bulletin boards.

- To reasonable access to nonconfidential information (h) pertaining to employment relations as contained in the public records of the Agency, subject to limitations and conditions set forth in this rule and Sections 6250-6260 of the California Government Such information will be made available during regular office hours and after payment of reasonable costs, where applicable. Nothing herein shall be construed to require disclosures which constitute an unwarranted invasion of privacy or are gathered pursuant to promises to keep the source confidential. Nor shall anything herein be construed to require disclosure of records that are working papers or memoranda not retained in the ordinary course of business, records pertaining to litigation to which the Agency is party, or to claims or appeals which have not been settled. The Agency shall not be required to do research or assemble data in a manner other than that usually done by the Agency.
- (i) Any other rights granted recognized employee organizations by Sections 3500-3510 of the Government Code.

## Section 6.00 Representation Proceedings and Decertification

- Filing of Recognition Petition by Employee Organization.

  An employee organization that seeks to be formally acknowledged as the Exclusively Recognized Employee Organization representing the employees in an appropriate unit shall file a petition with the Employee Relations Officer containing the following information and documentation:
  - (a) Name and address of the employee organization.
  - (b) Names and titles of officers.
  - (c) Names of employee organization representatives who are authorized to speak on behalf of the organization.
  - (d) A statement that the employee organization has, as

- one of its primary purposes, representing employees in their employment relations with the Agency.
- (e) A statement whether the employee organization is a chapter of, or affiliated directly or indirectly in any manner, with a local, regional, state, national or international organization and, if so, the name and address of each such other organization.
- (f) Certified copies of the employee organization's constitution and by-laws.
- (g) A designation of those persons, not exceeding two in number, and their addresses, to whom notices sent by regular United States mail will be deemed sufficient notice on the employee organization for any purpose.
- (h) A statement that the employee organization has no restriction on membership based on race, color, creed, sex, ancestry, marital status, physical handicap, medical condition, or national origin.
- (i) The job classifications or position titles of employees in the unit for which the petition is filed and the approximate number of member employees therein.
- A statement that the employee organization has in (j) its possession proof of employee support as herein defined to establish that at least a majority of the petitioned unit employees in designated the employee organization to represent them in their employment relations with the Agency. submitted written proof shall be Such confirmation to the Employee Relations Officer.
- (k) A request that the Board of Directors formally acknowledge the petitioner as the Exclusively Recognized Employee Organization representing the employees in the unit claimed to be appropriate for the purpose of meeting and conferring in good faith.
- The petition, including the proof of employee support and all accompanying documentation, shall be declared to be true, correct, and complete, under penalty of perjury, by the duly authorized officer(s) of the employee organization executing it.
- 6.03 Agency Response to Recognition Petition. Upon receipt of the Petition, the Employee Relations Officer shall determine whether:
  - (a) There has been compliance with the requirements of

the Recognition Petition; and

- (b) The proposed representation unit is one of the appropriate units set forth in Section 7.03 of these rules and regulations.
- If an affirmative determination is made by the Employee 6.04 Relations Officer on the foregoing two matters, the inform the petitioning Officer shall SO organization, shall give written notice of such request for recognition to the employees in the unit and shall take no action on said request for thirty (30) days If either of the foregoing matters are not thereafter. affirmatively determined, the Employee Relations Officer shall offer to consult thereon with such petitioning if determination and, such organization, employee inform remains unchanged, shall thereafter organization of the reasons therefor in writing. The petitioning employee organization may appeal determination in accordance with Section 8.00 of these rules and regulations.
- Open Period for Filing--Challenging Petition. Within thirty (30) days of the date written notice was given to affected employees by means of posting on Agency bulletin boards that a valid recognition petition for an appropriate unit has been filed, any other employee organization may file a competing request to be formally acknowledged as the recognized employee organization of the employees in the same unit, by filing a petition evidencing proof of employee support in the unit claimed to be appropriate of at least thirty (30) percent and otherwise in the same form and manner as set forth in Section 6.01.
- 6.06 Election Procedure. The Employee Relations Officer shall arrange for a secret ballot election to be conducted by the State Mediation and Conciliation Service and verified by the Employee Relations Officer and one representative of each of the concerned employee organization(s), in accordance with its rules and procedures subject to the provisions of these rules and regulations.
  - (a) All employee organizations who have duly submitted petitions which have been determined to be in conformance with this Section shall be included on the ballot, as shall be a choice designated as "No Organization".
  - (b) Employees entitled to vote in such election shall be those persons employed in regular positions within the designated appropriate unit who were employed during the pay period immediately prior to the date which ended at least fifteen (15) days before the date the election commences, including

those who did not work during such period because of absence, and who are employed by the Agency in the same unit on the date of the election.

- (c) An employee organization receiving a majority of the valid votes cast shall be formally acknowledged as the Exclusively Recognized Employee Organization for the designated appropriate unit following an election or run-off election. In an election involving three or more choices, where none of the choices receives a majority of the valid votes cast, a run-off election shall be conducted between the two choices receiving the largest number of valid votes cast; the rules governing an initial election being applicable to a run-off election.
- (d) There shall be no more than one valid election under these rules and regulations pursuant to any petition in a 12 month period affecting the same unit.
- (e) Cost of conducting election, if any, shall be borne in equal share(s) by each employee organization appearing on the ballot.

6.07

- Procedure for Decertification of Recognized Employee Organization. A Decertification Petition alleging that Recognized Employee Exclusively the incumbent Organization no longer represents a majority of the employees in an established appropriate unit may be filed with the Employee Relations Officer only during the month of January of any year following the first full year of or during a thirty (30) day period recognition, commencing one hundred twenty (120) days prior to the termination date of a Memorandum of Understanding then having been in effect more than one (1) year. Decertification Petition may be filed by two or more employees or their representative, or an employee organization, and shall contain the following information and documentation declared by the duly authorized signatory under penalty of perjury to be true, correct and complete:
- (a) The name, address and telephone number of the petitioner and a designated representative authorized to receive notices or requests for further information.
- (b) The names of the established appropriate unit and of the incumbent Exclusively Recognized Employee Organization sought to be decertified as the representative of that unit.
- (c) An allegation that the incumbent Exclusively Recognized Employee Organization no longer

represents a majority of the employees in the appropriate unit, and any other relevant and material facts relating thereto.

(d) Proof of employee support that at least thirty (30) percent of the employees in the established appropriate unit no longer desire to be represented by the incumbent Exclusively Recognized Employee Organization. Such proof shall be submitted for confirmation within the time limits specified in the first paragraph of this Section.

An employee organization may, in satisfaction of the Decertification Petition requirements hereunder, file a Petition under this section in the form of a Recognition Petition that evidences proof of employee support of at least thirty (30) percent that includes the allegation and information required under paragraph 6.07(c) and otherwise conforms to the requirements of Section 6.01.

The Employer Relations Officer shall initially determine whether the Petition has been filed in compliance with the applicable provisions of this Section. If the Officer's determination is in the negative, the Officer shall offer to consult thereon with the representative(s) of such petitioning employees or employee organization, and, if such determination thereafter remains unchanged, shall return such Petition to the employees or employee organization with a statement of the reasons therefor in petitioning employees or writing. The organization may appeal such determination in accordance with Section 8.00 of these rules and regulations. If the determination of the Employee Relations Officer is in the affirmative, or if the Officer's negative determination is reversed on appeal, the Officer shall give written notice of such Decertification or Recognition Petition to Recognized Employee incumbent Exclusively the Organization and to unit employees.

The Employee Relations Officer shall thereupon arrange for a secret ballot election to be held on or about fifteen (15) working days after such notice to determine the wishes of unit employees as to the question of decertification and, if a Recognition Petition was duly filed hereunder, the question of representation. Such election shall be conducted in conformance with Section 6.06.

If, pursuant to this Section, a different employee organization is formally acknowledged as the Exclusively Recognized Employee Organization, such organization shall be bound by all the terms and conditions of any Memorandum of Understanding then in effect for its remaining term.

#### Section 7.00 Unit Determination

- Policy and Standards for Determination of Appropriate
  Units. The policy objectives in determining the appropriateness of units shall be the effect of a proposed unit on (1) the efficient operations of the Agency and its compatibility with the primary responsibility of the Agency and its employees to effectively and economically serve the public, and (2) providing employees with effective representation based on recognized community of interest considerations. Factors to be considered in assigning classifications to units shall be:
  - (a) Largest feasible grouping of Agency employees having a community of interest and constituting an entity appropriate for representation purposes;
  - (b) Past history of employee representation in the unit, among other Agency employees, and similar public employment;
  - (c) Similarity of duties, responsibilities, wages, education and working conditions;
  - (d) The effect on existing classification structure in dividing a classification among two or more units; and
  - (e) The statutory right of professional employees to be represented separately from nonprofessional employees.
- Notwithstanding the foregoing provisions of this Section, 7.02 management, supervisory and confidential employees may be included only in units that do not include nonnon-confidential non-supervisory and managerial, management, supervisory such and confidential employees shall not represent a recognized employee organization which represents other employees of the Agency and professional employees shall not be denied the right to be represented in a separate unit from nonprofessional employees.
- 7.03 <u>Units Established</u>. The following bargaining units are hereby established.
  - Management, Supervisory, Confidential, Clerical and Professional. Includes all those employees having responsibility for formulating, administering, or managing the implementation of Agency policies or programs; or who have the authority, in the interest of the Agency, to hire, suspend, lay-off, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to

direct them, or to adjust their grievances, or effectively to recommend such action, including but not limited to Chief Operators, Senior Shift Supervisors, Shift Supervisors, Laboratory Supervisor, Maintenance Supervisors, I&E Supervisor and Maintenance Foremen; or who, in the course of their duties, have access to information relating to the Agency's administration of employer-employee relations; or who have as their job duties those duties which are primarily clerical in function.

- (b) General Employee Unit. Includes all classes of non-supervisory, non-management, non-confidential and non-professional positions of the Agency.
- 7.04 <u>Allocation of Classifications to Units</u>. The Employee Relations Officer shall allocate new classifications or positions, delete eliminated classifications or positions and retain, reallocate or delete classifications or positions from units in accordance with the provisions of this Section after consulting with recognized Employee Organizations.
- Procedure for Modification of Established Appropriate 7.05 Requests by employee organizations modifications or redefinition of established units may be considered by the Employee Relations Officer only during the period specified in Section 6.07. Such requests shall be submitted in the form of a formal proposal or Petition, addition to which in Recognition requirements set forth in Section 6.01 of these rules and regulations, shall contain a complete statement of all relevant facts and citations in support of the proposed modified unit in terms of the policies and standards set The Employee forth in Sections 7.01-7.02 hereof. Relations Officer shall process such petitions or formal Petitions under other Recognition proposals as Section 6.00.
  - The Employee Relations Officer may, on his/her own (a) motion, propose that an established unit The Employee Relations modified or redefined. Officer shall give written notice of the proposed affected employee modification(s) to any shall hold а consultation organization and concerning the proposed modification(s), at which time all affected employee organizations shall be heard if they so desire. Thereafter the Employee Relations Officer shall determine the composition of the appropriate unit or units in accordance with Sections 7.01 and 7.02, subject to approval of the Board of Directors, and shall give written notice modification or redefinition affected employee organization prior to approval of If a unit is modified or redefined the Board.

pursuant to the motion of the Employee Relations Officer hereunder and if such modification or redefinition results in a substantial change in a pre-existing unit, employee organizations may thereafter file Recognition Petitions seeking to become the Recognized Employee Organization for such new or redefined appropriate unit(s) pursuant to Section 6.01 hereof.

#### Section 8.00 Appeals

- 8.01 Appeals. An employee organization aggrieved by an allocation of classes to a unit by the Employee Relations Officer under Section 7.04 may, within ten (10) days of notice thereof, appeal such determination to the Board of Directors for final decision.
- An employee organization aggrieved by a determination of the Employee Relations Officer that a Recognition Petition (Sec. 6.01), Challenging Petition (Sec. 6.05) or Decertification or Recognition Petition (Sec. 6.07)—or employee aggrieved by a determination of the Employee Relations Officer that a Decertification Petition (Sec. 6.07)—has not been filed in compliance with the applicable provisions of these rules and regulations, may, within fifteen (15) days of notice of such determination, appeal the determination to the Board of Directors for final decision.
- 8.03 Appeals to the Board of Directors shall be filed in writing. Decisions of the Board determining the substance of the dispute shall be final and binding.

#### Section 9.00 Administration

- 9.01 Maintenance of Recognized Status and Submission of Current Information. A Recognized Employee Organization shall furnish to the Employee Relations Officer all changes in the information filed with the Agency by such recognized employee organization under items (a) through (h) of its Recognition Petition under Section 6.01 within fourteen (14) days of such change.
- Payroll Deductions on behalf of Employee Organizations.

  Upon formal certification by the Agency of an Exclusively Recognized Employee Organization, only such recognized employee organization may be provided payroll deductions of membership dues and insurance premiums for plans sponsored by such organization upon the written authorization of employees in the unit represented by such a recognized employee organization on forms acceptable to the Agency.
- 9.03 <u>Administrative Rules and Procedures</u>. The Employee Relations Officer is hereby authorized to establish such

administrative rules and procedures, not in conflict with these rules and regulations, as appropriate to implement and administer the provisions of these rules and regulations after consultation with affected employee organizations.

#### Section 10.00 Miscellaneous Provisions

- 10.01 <u>Construction</u>. These rules and regulations shall be administered and construed as follows:
  - (a) Nothing herein shall be construed to deny to any person, employee, organization, the Agency, or any authorized officer, body or other representative of the Agency, the rights, powers and authority granted by Federal or State law or local resolutions and ordinances.
  - (b) These rules and regulations shall be interpreted so as to carry out its purposes as set forth in Section 1.00.
  - (c) Nothing herein shall be construed as making the provisions of California Labor Code Section 923 applicable to Agency employees or employee organizations.

#### Section 11.00 Severability

11.01 If any provision herein, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of these rules and regulations, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

#### Section 12.00 Implementation

12.01 The rules and regulations herein governing employeremployee relations shall become effective upon adoption by the Board of Directors.

#### Section 13.00 Prior Policies Repealed

13.01 To the extent that the terms and provisions of these rules and regulations may be inconsistent or in conflict with the terms or provisions of any other or prior employer-employee relations policies and procedures, ordinances, resolutions, rules or regulations of the Agency governing the same subject, the terms of these rules and regulations shall prevail and such inconsistent or conflicting provisions of prior ordinances, resolutions, rules or regulations are hereby repealed.

#### SECTION TWO:

This Resolution shall be in full force and effect upon adoption.

PASSED AND ADOPTED by the Board of Directors of the Tahoe-Truckee Sanitation Agency, County of Nevada, State of California, on the 25th day of June, 1993, at a meeting of the Board by the following vote:

AYES: Directors Butterfield, Allen, Lewis and McIntyre

NOES: None

ABSENT: Director Forsberg

President, Board of Directors

ATTEST:

Secretary of the Board

#### CERTIFICATE

I hereby certify that the foregoing is a full, true, and correct copy of Resolution No. 4-93, duly and regularly adopted by the Board of Directors of Tahoe-Truckee Sanitation Agency, County of Nevada, on June 25, 1993.

Barbara A. Bayer, Secretary

Board of Directors

Tahoe-Truckee Sanitation Agency

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# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

From: Vicky Lufrano, Human Resources Administrator

Item: V-4

**Subject:** Approval of the updated Laboratory Director and Chief Plant Operator classification

descriptions

#### **Background**

New classification descriptions, which accurately reflect duties of staff, became effective January 1, 2020. As a continuous effort to maintain the accuracy of the classification descriptions, there have been amendments to the descriptions for Laboratory Director and Chief Plant Operator as follows:

<u>Laboratory Director</u> – Adds language to clarify that the Laboratory Director will provide training to some Operations staff so they may run certain laboratory samples in the absence of laboratory staff. Additionally, the Laboratory Director supervises some Operations staff while performing laboratory tests.

<u>Chief Plant Operator</u> – Changes the FLSA status to "exempt" and adds language that the position may be required to work outside of regular business hours.

#### **Fiscal Impact**

None.

#### **Attachments**

- 1. Laboratory Director classification description.
- 2. Chief Plant Operator classification description.

#### Recommendation

Management and staff recommend approval of the updated Laboratory Director and Chief Plant Operator classification descriptions.

**Review Tracking** 

Submitted By: 1

Vicky Lufrano

Human Resources Administrator

Approved By:

General Manager

# TAHOE-TRUCKEE SANITATION AGENCY Class Specification

**Job Title: Laboratory Director** 

Department: Operations FLSA Status: EXEMPT Revised as of: 04/2020

#### **DEFINITION**

Plans, organizes, directs and supervises Laboratory operations within the Operations Department, including maintaining accreditation and completing and submitting a variety of regulatory reports; and provides highly responsible and complex administrative support to the Operations Department Manager.

#### **DISTINGUISHING CHARACTERISTICS**

The Laboratory Director performs full supervisory responsibilities including planning, assigning and evaluating the work of subordinates. In addition, this position is responsible for the overseeing the performance, recording and reporting of laboratory testing.

#### SUPERVISION RECEIVED AND EXERCISED

Reports directly to, and receives general direction from the Operations Department Manager. Exercises direct supervision over assigned professional personnel.

**EXAMPLES OF DUTIES**: the duties specified below are representative of the range of duties assigned to this class and are not intended to be an inclusive list.

- Develops and implements goals and objectives related to assigned section; establishes schedules and methods for performance of laboratory testing; implements policies and procedures.
- Plans, prioritizes, assigns, supervises and reviews the work of laboratory staff; assumes the role of assigned staff, as needed.
- Evaluates operations and activities of assigned section; recommends improvements and modifications; prepares various reports on operations and activities.
- Assists the Operations Department Manager in developing and administering section budget; prepares cost estimates for budget recommendations; submits justifications for equipment, materials and supplies; monitors and controls expenditures.
- Recommends to the Operations Department Manager the selection of staff; provides or coordinates staff training; works with employees to correct deficiencies; implements discipline procedures; evaluates employee performance; drafts and conducts performance evaluations.

- Develops, revises and updates standard operating procedures (SOPs) and quality assurance program per Environmental Laboratory Accreditation Program (ELAP) standards; ensures all requirements are met; reviews and approves data for use in regulatory reporting; enters data and maintains detailed records; posts analytical results, ensures all local and state requirements are met for accreditation purposes.
- Develops, revises and updates Agency Chemical Hygiene Plan.
- Coordinates, schedules, and performs sampling for routine and special project sampling
  for in-house testing, off-site sampling, and testing performed by contracted outside
  laboratories; provides drinking water testing services to other local agencies and clients;
  monitors and reviews test results; investigates and resolves inconsistent data or
  concerns.
- Coordinates and provides training for Operators, Operations Department Manager, Chief Plant Operator, Operations Supervisor and Operations Shift Supervisors as needed, to meet competency per ELAP requirements.
- Tracks and purchases laboratory chemicals, supplies, equipment and parts; ensures
  equipment maintenance protocols are followed; determines need for, requests, and
  coordinates maintenance and repair of laboratory equipment; works with staff and
  technical support to troubleshoot and repair laboratory analyzers and equipment as
  needed.
- Assists operations staff with developing and revising strategies to optimize plant performance.
- Ensures safety program is implemented; trains laboratory staff and general plant staff on safety requirements; maintains Safety Data Sheets and coordinates for hazardous waste handling and other safety requirements and protocols.
- Conducts research and prepares technical and administrative reports and studies; prepares written correspondence as necessary.
- May collect field and composite samples and data and transport according to prescribed protocols; may perform field sampling at off-site locations.
- Represents the Agency with dignity, integrity, and the spirit of cooperation in all relations with staff and the public.
- Builds and maintains positive working relationships with co-workers, other Agency employees and the public using principles of good customer service.
- Supervises the Operations staff when they are performing work in the laboratory involving sampling, testing and recording/reporting of required tests under the laboratory's ELAP certification.
- Performs related duties as assigned.

#### **QUALIFICATIONS**

#### **Knowledge of:**

 Principles, practices and procedures for biological, chemical, bacteriological and physical testing and analyses of water and wastewater including proper sampling procedures and EPA approved methods as dictated in Standard Methods.

- Principles and practices of research, analysis and laboratory functions as they relate to water and wastewater.
- Methods and procedures for the operation of laboratory instrumentation used in water and wastewater analysis.
- Principles and practices of supervision, training and evaluating performance.
- Principles and practices of budget monitoring.
- Principles and practices of safety management.
- Pertinent local, State and Federal laws, ordinances and rules.
- Modern office practices, methods, and computer equipment including relevant software programs.
- Operation of office equipment including personal computers, fax machines, copiers, printers, telephones, voicemail and e-mail systems, etc.
- Oral and written communication skills; business English including vocabulary, spelling, and correct grammatical usage and punctuation.
- Safe work practices.
- Principles and practices of customer service.

#### Ability to:

- Organize, implement and direct Laboratory operations/activities.
- On an ongoing basis, know and understand all requirements and essential aspects of the job including laws, regulations, rules and codes related to area of assignment; know and observe safety rules and identify hazards; intermittently locate, analyze, detect and diagnose problem equipment and determine solutions; train and explain processes to others; when so assigned, observe performance and input into review and evaluation of the work of others; problem solve issues related to area of assignment; remember various processes and requirements and how to operate equipment; intermittently access, review, and interpret and adjust or enter data on work orders, reports and other documents; identify, interpret and communicate technical and numerical information.
- Interpret and explain pertinent Agency and department policies and procedures.
- Assist in the development and monitoring of an assigned program budget.
- Develop and recommend policies and procedures related to assigned operations.
- Perform analysis of standard laboratory tests including using instrumentation, running calibrations, weighing, measuring, making standards, analyzing and interpreting reports and results.
- Perform mathematical, statistical, geometric and algebraic calculations common to water quality control laboratory analysis.
- Understand and carry out oral and written instructions, and prioritize workload to meet deadlines.
- Read, write and comprehend the English language at a level necessary for effective job performance, exercising correct English usage, vocabulary, spelling, grammar and punctuation.
- Communicate effectively, tactfully and positively in both oral and written form.

- Operate and use modern office equipment and technology, including computers and applicable software.
- Collect field and composite samples and data and transports according to prescribed protocols.
- Safely operate a snowmobile, ATV, or vehicle with chains installed, in inclement weather conditions.
- Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.
- Utilize appropriate safety procedures and practices for assigned duties.
- Supervise, train and evaluate performance of assigned staff.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Contribute effectively to the accomplishment of Agency goals, objectives and activities.

#### **Experience and/or Education:**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

#### **Experience:**

Five years of increasingly responsible experience in water or wastewater analyses; including two years providing technical and functional supervision over assigned personnel.

#### **Education:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in chemical or biological science or a related field.

#### SPECIAL QUALIFICATIONS

#### **License and Certificate:**

Possession of a valid California or Nevada Class C Driver License is required at time of appointment.

Possession of a CWEA Grade IV Laboratory Analyst Certificate within three qualifying testing cycles of appointment (approximately 18 months).

#### PHYSICAL REQUIREMENTS

On a continuous basis, remain stationary at desk and in meetings for long periods of time; intermittently move, traverse and position self while performing duties in the field, laboratory or office; access equipment surrounding desk and in laboratory; activate, use and operate a computer and other office equipment and laboratory equipment; discern color-based test results and organisms through a microscope; use telephone; communicate through written means; and move or transport weight of 25 pounds or less.

#### **WORKING/ENVIRONMENTAL CONDITIONS**

Work is performed in a typical temperature controlled office environment subject to typical office noise. Some duties expose the incumbent to outdoor conditions and to all weather conditions. Possible exposure to chemicals (dust, gases, liquids, solids, fumes), odors and noise. Position may require work outside of regular business hours, as well as occasional weekend work.



## TAHOE-TRUCKEE SANITATION AGENCY Class Specification

Job Title: Chief Plant Operator

Department: Operations Department
FLSA Status: EXEMPT
Revised as of: 04/2020

### **DEFINITION**

Plans, organizes, directs, manages and supervises wastewater treatment operations within the Operations Department including complex operational problems and projects, and training and scheduling of personnel; ensures plant is running properly, in a safe efficient manner and in compliance with regulatory requirements; and performs a variety of technical tasks relative to assigned area of responsibility.

## **DISTINGUISHING CHARACTERISTICS**

The Chief Plant Operator position performs management responsibilities for the Operations Department, including planning, assigning and evaluating the work of subordinates. This position is responsible for supervising and managing the wastewater treatment function of the Operations Department.

## **SUPERVISION RECEIVED AND EXERCISED**

Reports directly to, and receives general direction from the Operations Department Manager. Exercises direct supervision over assigned technical personnel.

**EXAMPLES OF DUTIES:** the duties specified below are representative of the range of duties assigned to this class are not intended to be an inclusive list.

- Develops and implements goals and objectives related to wastewater treatment operations; establishes schedules and methods for the wastewater treatment operations; implements policies and procedures.
- Plans, prioritizes, assigns, supervises and reviews the work of staff involved in wastewater treatment operations. Assumes the role of Operator as needed.
- Evaluates operations and activities of wastewater treatment operations; recommends improvements and modifications; prepares various reports on operations and activities.
- Assists the Operations Department Manager in developing and administering section budget; prepares cost estimates for budget recommendations; submits justifications for requested equipment, materials and supplies; monitors and controls expenditures.
- Recommends to Operations Department Manager the selection of staff; provides or coordinates staff training; works with employees to correct performance deficiencies; implements discipline procedures; evaluates employee performance; drafts and conducts performance evaluations.

- Prepares regulatory compliance documents including, but not limited to, Lahontan Regional Water Quality Control Board report, EPA Biosolids Report, and Waste Management Sludge Profile; and monthly monitoring reports.
- Oversees and checks process records to determine compliance with all regulatory requirements; monitors operations and laboratory data to determine efficiency and effectiveness of plant processes.
- Performs operational tasks, when needed, including complex operational problems; collects samples; performs rounds; operates, repairs or cleans equipment; puts equipment in and out of service.
- Inspects treatment plant and equipment.
- Performs confined space entries to inspect tanks and other spaces.
- Operates a forklift to transport, load and unload materials, supplies and equipment, as assigned.
- Adheres to and enforces compliance with all safety policies and procedures.
- Oversees repair requisitions; estimates hours needed for repairs; determines frequency and need for preventative maintenance; approves work orders; accepts deliveries.
- Provides tours and makes presentations.
- Answers questions and provides information to the public; investigates complaints from the public and recommends corrective action as necessary to resolve complaints.
- Delivers laboratory samples to third-party laboratory.
- Represents the Agency with dignity, integrity, and the spirit of cooperation in all relations with staff and the public.
- Builds and maintains positive working relationships with co-workers, other Agency employees and the public using principles of good customer service.
- Performs related duties as assigned.

### **QUALIFICATIONS**

## **Knowledge of:**

- Principles and practices of wastewater treatment operations and processes and the methods of evaluating treatment results.
- Equipment, tools and materials used in wastewater treatment operations and processes.
- Methods and procedures of mathematics, biology, chemistry, biochemistry and sampling procedures and laboratory techniques related to area of assignment.
- Principles and practices of supervision, training and evaluating performance.
- Principles and practices of budget monitoring.
- Principles and practices of safety management and response to emergencies involving assigned operations.
- Pertinent local, State and Federal laws, ordinances and rules.
- Modern office practices, methods, and computer equipment including relevant software programs.
- Operation of office equipment including personal computers, fax machines, copiers, printers, telephones, voicemail and e-mail systems, etc.

- Oral and written communication skills; business English including vocabulary, spelling, and correct grammatical usage and punctuation.
- Safe work practices.
- Principles and practices of customer service.

## **Ability to:**

- Organize, implement, and direct wastewater treatment operations including complex operational problems and projects, ensuring compliance with regulatory requirements.
- On an ongoing basis, know and understand all requirements and essential aspects of the job including laws, regulations, rules and codes related to area of assignment; know and observe safety rules and identify hazards; intermittently locate, analyze, detect and diagnose problem equipment and determine solutions; train and explain processes to others; when so assigned, observe performance and input into review and evaluation of the work of others; problem solve issues related to area of assignment; remember various processes and requirements and how to operate equipment; intermittently access, review, and interpret and adjust or enter data on work orders, reports and other documents; identify, interpret and communicate technical and numerical information.
- Interpret and explain pertinent Agency and department policies and procedures.
- Assist in the development and monitoring of an assigned program budget.
- Develop and recommend policies and procedures related to assigned operations.
- Analyze and prepare technical reports and related documents.
- Understand and carry out oral and written instructions, and prioritize workload to meet deadlines.
- Assist with the duties of Operations Supervisor, Operations Shift Supervisor or Operator, as needed.
- Adhere to and utilize appropriate Agency safety policies, procedures and practices and utilize appropriate Personal Protection Equipment.
- Read, write and comprehend the English language at a level necessary for effective job performance exercising correct English usage, vocabulary, spelling, grammar and punctuation.
- Communicate effectively, tactfully and positively in both oral and written form.
- Operate and use modern office equipment and technology, including computers and applicable software.
- Maintain regular attendance and adhere to prescribed work schedule to conduct job responsibilities.
- Function in confined spaces and/or hazardous environment.
- Utilize appropriate safety procedures and practices for assigned duties.
- Establish and maintain effective working relationships with those contacted in the course of work.
- Supervise, train and evaluate performance of assigned staff.
- Contribute effectively to the accomplishment of Agency goals, objectives and activities.

## **Experience and/or Education:**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

## **Experience:**

Three years of increasingly responsible experience supervising wastewater operations.

## **Education:**

Equivalent to a Bachelor's degree from an accredited college or university with major course work in environmental science, engineering, or a related field. Additional experience may substitute for the required education. Equivalence would typically be two years of additional experience for one year of education.

## **SPECIAL QUALIFICATIONS**

### **License and Certificate:**

Possession of a valid California or Nevada Class C Driver License is required at time of appointment.

Possession of a Wastewater Treatment Operator Grade V Certificate issued by the California State Water Resources Control Board.

Possession of, or ability to obtain a forklift certification is required within six months of appointment.

Possession of, or ability to obtain a confined space certification within six months of appointment.

Persons employed in this classification are required to participate in Agency provided training to acquire basic First Aid and Cardiopulmonary Resuscitation (CPR) certificates during the initial 12 months of employment and continued maintenance of a valid certificate as a condition of employment for this position.

Possession of, or ability to obtain a 40-hour Hazwoper Hazardous Materials Technician Level III certification within six months of appointment.

#### PHYSICAL REQUIREMENTS

Position self and intermittently move so as to access, maintain, clean, repair and/or install equipment; intermittently move, traverse and position self around the office, control rooms, laboratory or job site while performing work activities and to reach needed items; work effectively for long periods of time at a desk or table in a control room, or while driving vehicle or operating equipment; position self to adjust equipment, use tools to review work of others or access low or high items; ascend and descend stairs, ladders or step stools to reach elevated platforms, equipment or other items and to access areas out of reach; manipulate, operate, activate and adjust equipment and tools; and move or transport weight of 50 pounds or less.

Ability to wear a self-contained breathing apparatus (SCBA) and Full-Face Air Purifying Respirator (APR).

## WORKING/ENVIRONMENTAL CONDITIONS

Work is performed in both an indoor office environment and outdoors with exposure to confined spaces and all weather conditions, and includes working on or operating equipment and working on elevated platforms. Position may require work outside of regular business hours, as well as occasional weekend work.





# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

From: Roshelle Chavez, Administrative Manager

Item: V-5

**Subject:** Approval of Agency Investment Policy

## **Background**

The Agency maintains an investment policy that is intended to provide guidelines for the prudent investment of cash for which no immediate need is anticipated.

The policy allows the Agency to invest in:

- 1. Local Agency Investment Fund (LAIF)
- 2. Placer County Investment Fund
- 3. Investment Trust of California (CalTRUST)
- 4. U.S. Treasury Bills and Notes
- 5. Certificates of Deposit
- 6. Savings Accounts
- 7. Intra-fund Loans
- 8. Other investments as authorized by the Government Code and approved by the Board of Directors.

The policy should be regularly reviewed and approved by the Board of Directors. The last review and approval were in April 10, 2019 and there are no proposed changes.

## **Fiscal Impact**

None.

#### **Attachments**

Agency Investment Policy.

#### Recommendation

Management and staff recommend approval of the Agency Investment Policy.

## **Review Tracking**

Submitted By:

Roshelle Chavez

Administrative Manager

Approved By:

LaRue Griffin General Manager

## T-TSA INVESTMENT POLICY

This policy statement is intended to provide guidelines for the prudent investment of Tahoe-Truckee Sanitation Agency's (T-TSA) cash for which no immediate need is anticipated. T-TSA has chosen to abide by a uniformly conservative policy in the investment of reserve and temporarily idle funds.

T-TSA follows the "prudent man rule" outlined in Government Code Section 53600.3, which states in essence that funds shall be administered with the care, skill, prudence, and diligence under the prevailing circumstances that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of a similar enterprise. T-TSA is further restricted by provisions of Government Code Sections 53600 et seq. and 53635 et seq.

The primary investment policy objectives, in priority order, of investment activities will be safety, liquidity, and yield:

- 1. Safety. Safety of principal is the foremost objective of the investment program. Investments will be undertaken in a manner that seeks to ensure the preservation of principal in the overall portfolio. Each investment transaction will be entered into with consideration for the quality of the issuer and of the underlying security and collateral.
- **2. Liquidity.** The investment portfolio will remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. Liquidity will be accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands whenever feasible.
- **3. Yield.** The investment portfolio will be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

The following are acceptable investments of T-TSA funds:

## Local Agency Investment Fund

T-TSA may maintain a balance of up to the limit established by the Local Agency Investment Fund (LAIF). There is no set maturity date for these investments. LAIF funds are pooled and invested in varying instruments. The interest rate therefore varies and is earned according to the rate of return of the investment portfolio. T-TSA funds may be withdrawn at any time without penalty. The LAIF interest rate varies in comparison with the rate obtainable through investments in U.S. Treasury Bills (TBills) or U.S. Treasury Notes (Notes) and other investment options.

T-TSA will maintain varying balances with LAIF depending upon the current interest rates of LAIF and of other available investment instruments.

## Placer County Investment Fund

T-TSA may deposit funds in the Placer County Investment Fund. There is no set maturity date for these investments but a minimum of five days notice, preferably 30 days notice, must be given for withdrawal. Placer County Investment Fund funds are pooled and invested in varying instruments. The interest rate paid therefore varies according to the rate of return of the investment portfolio. T-TSA funds may be withdrawn without penalty. T-TSA will maintain varying balances with the Placer County Investment Fund depending upon current interest rates and other available investment options.

## <u>Investment Trust of California (CalTRUST)</u>

TTSA may invest funds in one or more of the pooled funds offered through the Investment Trust of California (doing business as CalTRUST), a joint powers authority created pursuant to the provisions of California Government Code Section 6509.7. Funds invested in the CalTRUST funds are pooled with funds of other local agencies and invested in varying instruments authorized for local agency investment under provisions of California Government Code Sections 53601 et seq. and 53635 et seq. Interest paid on the investment varies according to the rate of return of the overall investment portfolio of each of the funds. There is no set maturity date for these investments, and funds may be withdrawn without penalty according to the following liquidity (accessibility of funds) criteria:

- 1. CalTRUST Money Market Fund same-day liquidity
- 2. CalTRUST Short-Term Fund next-day liquidity
- 3. CalTRUST Medium-Term Fund monthly liquidity

The T-TSA will maintain varying balances with CalTRUST depending upon current interest rates and other available investment options.

## U.S. Treasury Bills and Notes

T-TSA may invest in U.S. Treasury Bills and Notes for which the full faith and credit of the United States are pledged for the payment of principal and interest. There are set maturity dates for these investments and a fixed rate of interest is paid. The amount invested in Treasuries varies dependent upon how their yield compares with other available investment options.

## <u>Certificates of Deposit</u>

T-TSA may invest in a certificate of deposit with a Federal Deposit Insurance Corporation-insured bank or savings and loan association, which in the Treasurer's judgement is to the public advantage with certain restrictions as outlined in the above-referenced Government Code sections.

It is T-TSA policy not to purchase time certificates of deposit issued by state-chartered banks or savings associations in excess of 30 percent of the total of T-TSA's temporarily idle funds.

## Savings Accounts

T-TSA may deposit money in a Federal Deposit Insurance Corporation-insured account in a bank or savings and loan association according to anticipated needs for the funds in the short term.

## Intra-fund Loans

T-TSA may approve an intra-Agency fund loan and transfer with a fair rate of return from one fund to another as specifically authorized by resolution of the Board of Directors.

## Other

Such other permitted investments as authorized by the Government Code and approved by the Board of Directors.

All investments must be consistent with the limitations and requirements of Government Code sections 53600 et seq. and 53635 et seq.

## **General Provisions**

Any deposit to a savings association or bank shall not exceed the total of two hundred fifty thousand dollars (\$250,000) unless such deposits are insured or secured as required by law.

A depository, and the agent of the depository, are responsible for securing moneys with eligible securities in securities pools which have a market value of at least 10 percent in excess of the total amount of all deposits of a depository if the securities are promissory notes secured by first mortgages and first trust deeds. T-TSA requires certification by the depository and the agent of the depository that there are securities in the pool in the amounts required to secure all deposits. Securities must comply with Section 53651 of the Government Code, which defines eligible security.

The Board authorizes the General Manager to operate the investment program consistent with the investment directions of the Board, this Policy, the Government Code, and established Agency procedures and internal controls for the operation of the investment program.

Adopted By the Board:	
-	
Dated:	



# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

From: Richard Pallante, Maintenance Manager

Item: V-6

**Subject:** Approval to purchase the portable plant air compressor

## **Background**

Currently the Agency has one gasoline powered portable air compressor used to provide plant air during shutdowns and compressed air for field job sites. The current unit is now 20 years old and was identified for replacement with funds being budgeted as part of the 2019/2020 budget process.

Research on available portable compressor units was done with staff selecting the Atlas Copco XAS 188 CD8 CW as the best solution for the Agency's needs.

Bids for procurement were not solicited as they are not required in accordance with Agency Ordinance No. 3-2015:

"Exceptions. Bidding will not be required for purchases in the following situations: ... ...(iii) the Material is to be purchased through or from the State of California or other federal, state or local government group sale program"

A quote of \$22,650.55 (excluding sales tax) has been provided by Valley Power Systems, the local Atlas Copco sales representative for the National Joint Powers Alliance (NJPA/Sourcewell) program. Sales tax has not been included; however, the sales tax is calculated to be \$1,868.67. The estimated calculated total amount, with sales tax, is \$24,519.22.

The purchase of a replacement portable air compressor in the amount of \$25,000 was budgeted and approved in the 2019/2020 Annual Budget.

## **Fiscal Impact**

\$24,519.22

#### **Attachments**

- 1. Valley Power Atlas Copco XAS 188 CD8 CW quote.
- 2. National Joint Powers Alliance (NJPA) sale program agreement.

## Recommendation

Management and staff recommend approval to purchase a portable air compressor up to the amount of \$25,000.

**Review Tracking** 

Submitted By:

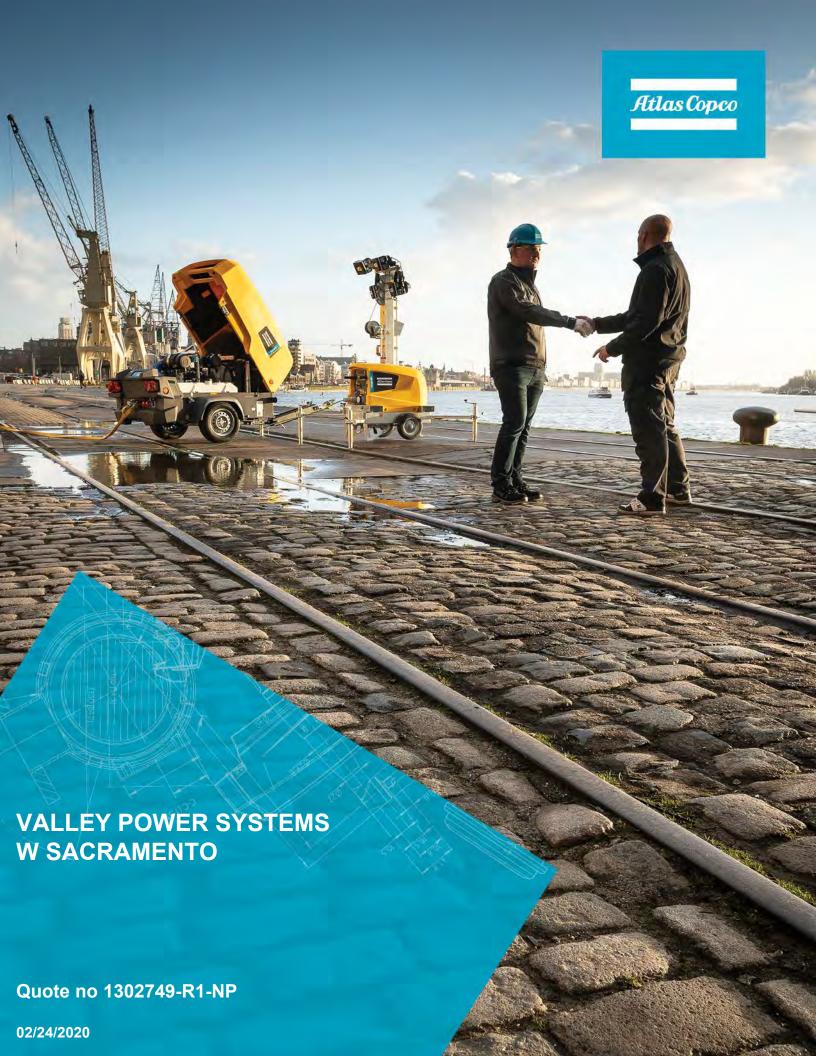
Richard Pallante

Maintenance Manager

Approved By:

LaRue Griffin

General Manager





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02/24/2020

## Quote number: 1302749 - APE-XAS 188 CD7 T4F with Hose Reel Accessories as noted

Thank you for allowing Power Technique North America the opportunity to offer you the following solution.

Power Technique North America is proud to be part of the Atlas Copco Group, with its origins dating back more than one hundred and forty years. Our Company not only strives to deliver innovative products but also to ensure our customers and equipment are backed up by a comprehensive, warranty, parts and consumables supply, along with fully dedicated sales and technical support team, to ensure maximum productivity.

This Proposal is valid until 03/24/2020. Please contact me for steps to upload your purchase order and accept, change, or reject my quote.

If you have any questions, please don't hesitate to contact me – please see my contact details below.

Thank you once again for your interest in our solutions.

Yours sincerely,



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## **Price Summary**

Line	Product number	Description	Qty	Unit List Price (USD)	Total SorceWell Price (USD)
10	8972426207	XAS 188 CD8 CW	1	31,468.00	\$20,454.20
20	0000049040	CONNECTOR 6	1	135.00	\$87.75
30	0000049017	50' SINGLE L	1	2,244.00	\$1,458.60
40	9753305000	FREIGHT CHARGES	1	650.00	\$650.00
		Grand total (excl. TA	X) USD		\$22,650.55

This is a new product release and is covered under the current SourceWell contract. The quoted amount is the same discount as the current SourceWell contract

## **General conditions**

Quote valid to:	03/24/2020
Payment terms:	30 days net
Incoterms & location:	CIF Costs, insurance & freight



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#### Power Technique North America LLC

TERMS AND CONDITIONS OF SALE (Revised January 1, 2018)

- 1. General. As used herein, "Seller" means Power Technique North America LLC, or its applicable division which is offering or supplying any equipment, machine, part, accessory, item and/or service ("Products") to Buyer. "Buyer" means the entity to which Seller's offer is made, or the entity purchasing Products from Seller. This Terms and Conditions of Sale document is hereinafter referred to as "these Terms". Seller's sale of any Products is expressly conditioned on Buyer's assent to these Terms. Any acceptance of Seller's offer is expressly limited to acceptance of these Terms. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Buyer which add to, vary from, or conflict with these Terms are hereby expressly objected to. In the event a separate written agreement covering terms and conditions has been negotiated and mutually signed by authorized representatives of Buyer and Seller, and such agreement is applicable and in effect, it shall take precedence (to the extent of conflicts) and the terms and conditions set forth in these Terms will be supplemental to those of such agreement. All orders submitted to Seller are received subject to approval or rejection by Seller at its headquarters. Seller are received subject to approval or rejection by Seller at its headquarters.
- 2. Delivery, Inspection. Unless specifically agreed otherwise by Seller and Buyer in writing with respect to the particular Product ordered, Products manufactured, assembled or warehoused in the continental U.S. are delivered F.O.B. shipping point of origin, and Products shipped from outside the continental U.S. are delivered F.O.B. point of entry. Where the scheduled delivery of Products is delayed by Buyer, or by a force majeure event described in Section 8 ("Force Majeure") below, Seller may store the Products at the expense and risk of Buyer. Shipping dates/periods (whether indicated as a range of weeks or otherwise) are approximate only, and are among other things based upon timely receipt of all necessary information and approvals. Seller reserves the right to deliver in installments. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Buyer and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Products assembled, manufactured or warehoused in the continental U.S. or at the point of entry for Products shipped from outside the continental U.S. Buyer shall inspect the Product immediately upon delivery. If Buyer fails to notify Seller in writing within ten days (or within another time period specifically agreed upon by Seller and Buyer in writing) of receiving the Product of any alleged shortage, damage, or other nonconformity with respect to the Product shall conclusively be deemed to have been irrevocably accepted by Buyer.
- 3. Security Interest. Seller reserves and retains a security interest in the delivered Product and the proceeds thereof until Buyer has paid Seller the full price. Seller shall have the rights and remedies of a secured party under the Uniform Commercial Code. Buyer authorizes Seller to file UCC financing statements (with or without Buyer's signature appearing thereon, to the extent permitted by law) and to do any other lawful act or thing necessary or useful in perfecting Seller's security interest in the Product, and Buyer agrees to execute any and all documents required to be executed on its part to perfect serial security interest. perfect said security interest.
- 4. Prices, Taxes. Unless specified otherwise by Seller in its written quotation, all prices are stated in U.S. dollars, and all invoices issued by Seller and payments made by Buyer shall be in U.S. dollars. Taxes: The price does not include any tax or any other governmental charges, unless the price indicated by Seller specifically lists such tax or governmental charges as a line item. Buyer is responsible for any and all applicable taxes and governmental charges (except any taxes on Seller's income). Seller will accept a valid exemption certificate from Buyer, if applicable.
- 5. Payment. Unless specified otherwise by Seller in its written quotation, the payment terms are Net 30 Days after the date of Seller's invoice. Invoices shall be paid in full and Buyer shall not be entitled to deduct, set-off or to withhold payment. If Buyer fails to pay any invoice when due, Seller may exercise all available remedies to it, including under the Uniform Commercial Code, and may withhold delivery until receipt of payment or satisfactory security. Seller reserves the right to require payment in advance or C.O.D. and otherwise to modify credit terms. A service charge of the lesser of 1% per month or the highest rate permitted by law may be charged on all overdue amounts. Payment terms are subject to credit approval. If, in the sole judgment of Seller, the financial condition of Buyer does not justify the terms of payment specified, Seller may require payment in advance or cancel any outstanding order, in which event Seller is entitled to reasonable cancellation charges. Should manufacture be delayed by Buyer, pro rata payments will become due to the extent required by Seller's contract with the manufacturer. Buyer shall be responsible for Seller's reasonable attorneys' fees/collection costs relating to overdue amounts.
- 6. Buyer's Cancellation of Orders. Buyer shall have no right to cancel a Product order (or a part of the order) unless Seller, at its sole discretion, agrees in writing that the specific order (or the part of the order) may be cancelled and Buyer pays cancellation charges. The cancellation charges may include, among other things, all costs and expenses incurred, and to cover commitments made, by Seller. In no event will the cancellation fee exceed the Product's purchase price.
- 7. Returns. Buyer shall have no right to return any Product unless Seller, at its sole discretion, agrees in writing that the specific Product may be returned. If Seller agrees that Buyer may return the Product, Seller will issue a Return Material Authorization number to Buyer, and Buyer must include such Return Material Authorization number with the return. Any such returned Product must be in new condition, with complete identification, shipped freight prepaid by Buyer, in accordance with Seller's instructions and is subject to a restocking charge.
- 8. Force Majeure. Seller shall not be liable for loss, damage or delay from causes beyond its reasonable control, including from fire, strike or other concerted action of workmen, act or omission of any governmental authority, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any of these causes, the date of delivery will be postponed by the length of time reasonably necessary to compensate for
- 9. Warranty. Seller warrants to Buyer that any and all Seller-manufactured (or affiliate-manufactured) Products delivered to Buyer hereunder are delivered free of defects in workmanship and material. Unless specified otherwise by Seller in its written quotation with respect to the particular Product's warranty period, the warranty shall expire at the happening of the applicable number of months or hours of operation (whichever comes first) as indicated in more detail in Seller's applicable warranty statement document. The warranty statement document is attached hereto or available at request. Should any failure to conform to the warranty be discovered during the applicable warranty generated by Seller to perform the specific warranty job) will repair or (at Seller's option) replace the defective Product, subject to Seller's applicable warranty statement. At Seller's sole discretion, Seller may elect (as determined by an executive officer of Seller at its headquarters) to take back any defective Product and refund or credit monies paid to Seller for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. Seller will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) Seller will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. Equipment/machinery/components/accessories/parts/items sold by Seller on the warranty by Seller and shall carry whatever warranty (if any) which the manufacturer has conveyed to Seller to the extent it can be passed on to Buyer. No warranty, either expressed or implied, is provided by Seller on any such equipment/machinery/components/accessories/parts/items not manufactured by Seller or by an affiliate. Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind (whether express, implied or otherwise), except for implied warranty of title. Any services performed by Seller are warranted to be performed in a workmanilike manner; this wa

10. Confidentiality. In connection with the order/contract and/or performance hereunder, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, products, or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of the contract, provided that the obligations of this paragraph shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally Atlas Copco



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available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Product, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Products. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this Section 10 survives any expiration/termination of the contract.

- 11. Intellectual Property. As between Seller and Buyer, Seller shall retain and own any and all patents, copyright, trademarks, trade secrets, and other intellectual property embodied in or associated with the Product. Without limiting the generality of the foregoing, Seller shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Seller or its employees in connection with the manufacture of the ordered Products. No drawings, designs, or anything else provided by Seller shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.
- 12. Software. In the event the Product contains or otherwise includes software, the software shall remain the proprietary property of Seller (and/or its affiliates or other third parties who are Seller's licensors, if applicable), and in no event shall title thereto be sold or transferred to Buyer. In the event a Product supplied hereunder contains or otherwise includes software, the following shall apply: (i) subject to Buyer complying with these Terms, Buyer is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only; (ii) any license so granted is limited to the proper use of the Product containing the software only in the manner authorized by Seller; and (iii) Buyer shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Buyer transfers (in compliance with any and all applicable laws and regulations) title to any Product containing the software, the license granted hereby shall transfer to Buyer's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this agreement, or, (ii) for the useful life of the Product in which the software is embedded or is otherwise an integral part, or, (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of the software constitute a breach of this agreement and shall automatically terminate any license granted hereby. Buyer shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Seller-provided Software License is provided with the Product, specified in Seller's quotation, and/or otherwise communicated to Buyer, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflict
- 13. Intellectual Property Indemnity. Seller shall defend or at its option settle any suit or proceeding by any third party brought against Buyer in so far as it is based on an allegation that any Product (provided by Seller to Buyer) constitutes an infringement of any United States patent, copyright, or trademark. Seller will pay the damages and costs awarded in any suit or proceeding so defended. Seller's obligations in this paragraph are conditioned upon Buyer promptly (i) notifying Seller in writing of the third party's claim; (ii) giving Seller full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Seller with full information and reasonable assistance at Seller's expense. Seller shall ensure that no such settlement intending to bind Buyer shall be entered into without Buyer's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Product (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Seller will, at Seller's option and expense: (i) procure for Buyer the right to continue using the Product; (ii) replace the Product with substantially equivalent non-infringing Product; (iii) modify the Product so it becomes non-infringing; or (iv) take back the Product and refund or credit monies paid by Buyer to Seller for such Product less a reasonable allowance for use. Seller will have no duty or obligation to Buyer under this paragraph to the extent that the Product is (i) supplied according to Buyer's design or instructions wherein compliance therewith has caused Seller to deviate from Seller's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Seller and by reason of said design, instruction, modification or combination, a claim is brought against Buyer if by reason of such design, instruction, modification or combination, a claim is brought against Buyer if by reason
- 14. Export Control, and Foreign Corrupt Practices Act. Products, technical data, technology, software, and services provided by Seller to Buyer shall at all times be subject to any and all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Buyer agrees and warrants that no Product, items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Seller, or any good or product resulting therefrom, shall be exported or re-exported by Buyer or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation. Buyer agrees and warrants that Buyer shall not violate or cause Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale of the Products. If Buyer breaches any obligation in this Section 14, Buyer shall indemnify Seller from all expenses, liabilities, sanctions, and fines arising from such breach.
- 15. Limitation of Liability. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER ARISING OUT OF, RELATED TO, OR RESULTING FROM THE ORDER OR CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, OR THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, REPAIR, REPLACEMENT, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, SERVICE, OPERATION OR USE OF ANY PRODUCT OR SERVICE SHALL BE LIMITED TO THE ACTUAL PURCHASE PRICE AMOUNT PAID BY BUYER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section 15, the term "Seller" means Seller, its affiliates, suppliers, and subcontractors, and their respective employees/agents.
- 16. No Consequential Damages, etc. NOTWITHSTANDING ANYTHING ELSE, UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF TOTAL OR PARTIAL USE OF THE PRODUCTS OR SERVICES, DOWNTIME COSTS, AND DELAY COST) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEABLE AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAIL OF THEIR ESENTIAL PURPOSE (REGARDLESS OF WHETHER DAMAGES ARE CHARACTERIZED AS ARISING OUT OF BREACH OF WARRANTY, TORT, CONTRACT, OR OTHERWISE). For purposes of this Section 16, the term "Seller" means Seller, its affiliates, suppliers, and subcontractors, and their respective employees/agents.
- 17. U.S. Government Contracts. If the Products are to be used in the performance of a U.S. Government contract or subcontract, Buyer expressly agrees to notify Seller in writing in connection with Buyer's order. Further, if the Products are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statue to be included in this contract shall be incorporated herein by reference.
- 18. Equal Employment Opportunity Requirements. If applicable to this agreement, Seller and Buyer shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

  19. Miscellaneous. 19.1. Typographical and/or clerical errors in Seller's quotations are subject to Seller's correction. 19.2. Buyer's issuance of a purchase order or Buyer's receipt of the Product from Seller shall (without prejudice to any other manner in which acceptance of these Terms may be evidenced) constitute full acceptance of these Terms. 19.3. THESE TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN SELLER AND BUYER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS. This agreement cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by an authorized sales manager of Seller and an authorized representative of Buyer containing terms and conditions substantially similar to the terms and conditions of these Terms. Any purchase order issued by Buyer to Seller is for Buyer's internal purposes and no term or condition stated in such document shall modify these Terms. Seller's execution of any document issued by Buyer shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms. 19.4. Neither party shall assign or t



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foregoing, Seller may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors.

19.5. The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.

19.6. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision.

19.7. All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.

19.8. The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the U.S. State in which Seller's applicable sales or service facility is located without giving effect to any choice or conflict of law provision or rule (whether in such State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of such State.

19.9. Seller and Buyer expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

19.10. The parties are independent contractors under this Agreement and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.

19.11. All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.



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#### Power Technique North America LLC WARRANTY STATEMENT

(Revised January 31, 2019)

Power Technique North America LLC (hereinafter referred to as "Seller") warrants that SELLER-manufactured (or affiliate-manufactured) equipment/ machinery/ components/ Accessories/ parts/ items ("Products") delivered by SELLER are delivered free of defects in material and workmanship, except as otherwise set forth herein. This warranty shall expire at the happening of the applicable below-stated number of months or hours of operation (whichever comes first) as indicated in more detail in the chart below. Should any failure to conform to this warranty be discovered during the below-specified warranty period, SELLER will (subject to the rest of this Warranty Statement) provide a new part or (at SELLER's option) a repaired part, in place of any part which is found upon inspection by SELLER during the applicable warranty period to be in breach of this warranty. A Product will not be considered defective as a whole machine, and the warranty repair/replacement will be limited to the "individual part" proven defective. The defective part will be repaired or replaced during normal working hours at SELLER's place of business or a SELLER distributor authorized by SELLER to sell the type of equipment involved or other establishments authorized by SELLER. At its sole discretion SELLER may elect (as determined by an executive officer of SELLER at its headquarters in Rock Hill, South Carolina) to take back any defective Product and refund or credit monies paid to SELLER for such defective Product less a reasonable allowance for use, in lieu of repair or replacement. SELLER will determine at its sole discretion which of the above-mentioned options (repair, replace, refund, or credit) SELLER will take regarding the defective Product. Consumables/wear items are expressly excluded from the warranty. In addition, it is expressly understood that maintenance (for example preventative maintenance) is not included in the warranty.

The warranty and remedies are conditioned upon (a) the purchaser registering the Product within 30 days after purchase of the Product, (b) proper storage/installation/use/maintenance of the Product in accordance with the Product's instruction manuals, (c) the purchaser keeping complete and accurate records of maintenance throughout the warranty period and giving SELLER access to the records at SELLER's request in connection with warranty claim processing, and (d) modification of the Product only if and as authorized in writing by SELLER to the purchaser. Failure to meet any such conditions will render the warranty null and void.

In connection with making a warranty claim, the purchaser must in writing promptly contact SELLER or an authorized distributor of such Product; SELLER and/or the authorized distributor will then determine whether the purchaser should either (a) send the Product to a service location or (b) make the Product available at the purchaser's location (or another location) for examination by SELLER or its authorized distributor. In connection with making the warranty claim, proof of purchase and date of purchase must be presented, in addition to serial and model numbers. Unless agreed otherwise in writing with respect to the particular warranty claim, the cost of de-installation, re-installation, and transportation of the Product to and from SELLER or its authorized distributor, and (if applicable) the cost of travel, meals and lodging for SELLER's personnel and/or for the authorized distributor's personnel, will be borne by the Product purchaser.

Some examples of conditions NOT covered by the warranty are failures or defects in the Product caused by: accident, abuse, neglect, Acts of God, corrosion, normal wear and tear, improper installation, improper storage, failure to perform proper maintenance at the proper frequency in accordance with the Product's instruction manual, improper use, the use of unsuitable parts or attachments, the use of contaminated fuel, the use of fuels, lubricants, oils, or fluids other than those recommended in the Product's manual, and unauthorized modifications.

Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or by an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser. No warranty, whether expressed, implied, or otherwise, is provided by SELLER on any such equipment/ machinery/ components/ Accessories/ parts/ items not manufactured by SELLER or by an affiliate.

Any and all USED PRODUCTS ARE SOLD AS-IS, with no warranty of any kind, whether express, implied or otherwise, except for the implied warranty of title.

Any services performed by SELLER in connection with the sale, installation, and start-up or servicing or repair of a Product are warranted to be performed in a workmanlike manner; this warranty shall expire 30 days after the particular service is performed. If any nonconformity with this service warranty is discovered within the 30 day warranty period, the exclusive obligation of SELLER shall be to re-perform the nonconforming portion of the service in a conforming manner or provide a refund or credit. SELLER will determine at its sole discretion which of the above-mentioned options (re-performance, refund, or credit) SELLER will take regarding the nonconforming service.

Warranty repair or replacement or re-performed service shall not extend or renew the original warranty period; such Products or parts or service shall remain under warranty only for the unexpired portion of the original warranty period.

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXCEPT FOR THE IMPLIED WARRANTY OF TITLE. ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES (i.e. repair or replacement or refund or credit, all at SELLER's option, of Products that do not conform to the Product warranty above, and re-performance or refund or credit, all at SELLER's option, of service that does not conform to the service warranty above) IN THE MANNER AND WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.

PRODUCT	WARRANTY PERIOD
Portable Compressors	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the compressor's air end and gearbox, the warranty period is 30 months from date of shipment from the factory or 24 months from date of initial startup, whichever comes first. For the engine, see Footnote 1 below.  EXLCUSIVE EXTENDED WARRANTY AVAILABLE (3 Yr machine, 10 Yr air end system) – See extended warranty terms addendum for information.
Portable Generators	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine and alternator, see Footnote 2 below.



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Portable Gas Generators	18 months from date of shipment from the factory or 12 months from date of initial startup, or after 1,000 hours of use, whichever comes first.
Portable Light Towers	30 months from date of shipment from the factory or 24 months from date of initial startup, whichever comes first. For the engine and alternator, see Footnote 3 below.
Hurricane-brand: multi stage and reciprocating compressors	18 months from date of shipment from the factory or 12 months from date of initial startup or 2000 hours of operation, whichever comes first. For the compressor's crankshaft, crankcase casting, connecting rods, crossheads and compressor head castings, the warranty period is 42 months from date of shipment from the factory or 36 months from date of initial startup, whichever comes first. For the engine, see Footnote 4 below.
Light Compaction Equipment (forward and reversible plates, rammers , trench rollers)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 5 below.
Hand Held Construction Tools (pneumatic and hydraulic breakers, rock drills, gasoline powered breakers, etc.)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 6 below.
Pumps (Submersible and Diesel driven)	18 months from date of shipment from the factory or 12 months from date of initial startup, whichever comes first. For the engine, see Footnote 7 below.
Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER b	out not manufactured by SELLER or an affiliate (including but not limited to

Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.

Spare parts and accessories

Spare parts (must be SELLER-approved and then installed by SELLER or an	6 months from date of installation
authorized distributor) Note: Electrical components, consumables, and wear items	
are specifically not considered spare parts.	
DC (direct current) electrical components	3 months from date of shipment from the factory or 30 days from date of
	initial startup, whichever comes first
AC (alternating current) electrical components	No warranty.

#### Consumables/wear items

Consumables/wear items (for example: working steel for mounted or hand held	No warranty.
demolition equipment, rock drills bits, hydraulic oil, grease, anti-freeze/coolant,	·
filters, belts, fuel, lubricating oil, seals/seal kits, hoses, fittings, other parts that	
require replacement due to normal wear)	

#### Refurbished components

Refurbished SELLER-approved components (must be SELLER-approved a	nd 12 months from date of shipment from the refurbishing center or 6
refurbished by SELLER or authorized distributor and then installed by SELLER	or months from initial use, whichever comes first
authorized distributor)	

#### Workshop Repair Warranty

Repair (other than warranty work) (The repair must be by SELLER workshop	Parts and labor are warranted for 30 days after repair by SELLER
only.)	

#### **Extended Warranties**

An extended warranty may be offered for certain Products, at SELLER's choice. An extended warranty will only be in force if agreed upon in an applicable warranty document between SELLER and the purchaser.

Note: The information in the footnotes is only summaries of various warranty information relating to some components manufactured by others. Although SELLER hopes this may be of convenience and SELLER strives to keep these footnotes updated, SELLER cannot promise that the information is up-to-date. For complete and current warranty information/duration/coverage/policy/procedure, please refer to the applicable manufacturer's applicable warranty. (None of the information in the footnotes constitutes any kind of warranty by SELLER.) For assistance in locating the applicable manufacturer's warranty, you may contact SELLER's Technical Support via email at <a href="mailto:acce.customerservice@us.atlascopco.com">acce.customerservice@us.atlascopco.com</a>. Engine manufacturers require that the engine must be registered with the engine manufacturer; it is the Product purchaser's responsibility to register the Product's engine wanufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements.

**Footnote 1:** For the compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- <u>Caterpillar Diesel engine</u>: Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup prior to the accumulation of 3000 running hours.
- <u>Deutz Diesel engine</u>: Deutz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
- John Deere Diesel engine: John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for
  the period of twelve (12) months from the date of initial startup, prior to the accumulation of 2000 running hours. All John Deere powered air
  compressors are subject to a 5 year (5,000hr) limited extended warranty. The extended warranty must be registered with John Deere by the
  original purchaser, at time of purchase, in order to qualify. Please see John Deere's air compressor extended warranty terms, conditions
  and further details.
- <u>Kubota Diesel engine</u>: Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States

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and Canada will be free from defects in materials or workmanship during the following periods; twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first – MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps& oil pan

Footnote 2: For the generator's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- John Deere Diesel engine: John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours, or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
- MTU diesel engine: MTU warrants to the Buyer according to these terms and conditions that the goods supplied shall be free from defects in material and workmanship upon passage of risk to the Buyer. This warranty enters into force upon shipment of the goods from the MTU works. The limitation period for claims for defects is 24 (twenty-four) months or 3000 operating hours, whichever comes first. The limitation period shall begin on transfer to the first end user of the goods supplied. In all cases, the limitation period shall end at the latest 36 (thirty-six) months following notification by MTU of readiness for shipment.
- lsuzu diesel engines: Warranty from Isuzu Motors America Inc. Unit must be registered directly with Isuzu Motors America upon receipt to be eligible to warranty. Failure to register warranty upon initial startup may cause warranty claim delays or rejection of warranty by Isuzu.
  - One (1) year/ unlimited hours or up to three (3) years/ 3,000 hours of operation (whichever occurs first)\*
  - Two (2) years/ 2,000 hours of operation (whichever occurs first) on all electrical, fuel system and turbocharger components\*\*
     Major Component Limited Warranty (MCW) for five (5) years / 5,000 hours (whichever occurs first) \*\*\*
  - \* Whichever occurs first. In the absence of a functional hour meter, the engine will be deemed to be in use for eight (8) hours per calendar day commencing from the start of the warranty period
  - \*\* Coverage for all electrical and7or electronic (including factory-installed wiring hardness), fuel system, and turbocharger components are limited to two (2) years or 2,000 hours, whichever occurs first
  - \*\*\* Major Component Limited Warranty (MCW) covers the following components only: cylinder block, cylinder head, crankshaft (excluding bearings), camshaft, connecting rods (excluding bushing), flywheel and flywheel housing.
- <u>Leroy-Somers alternator</u>: Leroy-Somer alternator assemblies, voltage regulators, and voltage changeover switches, used in SELLER
  portable generator are warranted to be free of defects in materials and workmanship; the warranty period is exclusively 30 months from date
  of shipment from the factory or 24 months from date of commissioning or 10000 running hours whichever comes first.

**Footnote 3**: For the light tower's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- <u>Kubota Diesel engine</u>: Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods; twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps& oil pan
- Mecc Alte alternator: Mecc Alte alternator assemblies, voltage regulators, and voltage changeover switches, used in SELLER portable
  generator sets, are warranted to be free from defects with regard to materials and workmanship for the period of twenty-six (26) months
  from date of shipment from the factory, or twenty-four (24) months from date of initial startup, whichever comes first, without limitation in
  running hours.

**Footnote 4**: For the Hurricane-brand compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

• <u>Caterpillar Diesel engine</u>: Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup prior to the accumulation of 3000 running hours.

**Footnote 5**: For engines in light compaction equipment and in light concrete equipment (and for other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including (as applicable) Honda engines and Hatz engines. See applicable manufacturer.

Footnote 6: For engines in handheld construction tools (and for other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including (as applicable) Honda engines, Lombardini engines, and Briggs & Stratton engines. See applicable manufacturer.

Footnote 7: For the pump engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- <u>Deutz Diesel engine</u>: Deutz Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, without limitation in running hours or for the period of twenty-four (24) months from the date of initial startup, prior to the accumulation of 2000 running hours.
- Kohler Diesel engine: Kohler Co. warrants to the original consumer that each new engine will be free from manufacturing defects in materials and workmanship in normal service for a period of one (1) year from date of purchase provided it is operated and maintained in accordance with Kohler Co.'s instructions and manuals.



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## Emission Control System Warranty (valid in the U.S. only) for breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and breaker model Redhawk, as applicable containing engines manufactured by Construction Tools AB

Construction Tools AB warrants to the initial purchaser of the machine and each subsequent owner that the engine in the machine (in breaker/drill models Cobra Pro, Cobra TT, Cobra Combi and in breaker model Redhawk, as applicable) meets the following two conditions: (1) the engine, including all parts of its emission control system, is designed, built, and equipped so it conforms at the time of sale to the initial purchaser with the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency; and (2) the engine, including all parts of its emission control system, is free from defects in materials and workmanship that may keep it from meeting the applicable requirements in 40 CFR Part 1054 regulated by the U.S. Environmental Protection Agency. (The above-stated warranty is referred to herein as "this Emission Control System Warranty".) This Emission Control System Warranty covers all components whose failure would increase the engine's emissions of any pollutant regulated by the United States Environmental Protection Agency under 40 CFR Part 1054.

The warranty period for this Emission Control System Warranty begins on the date of sale of the machine to the initial purchaser and ends two years

The warranty period for this Emission Control System Warranty begins on the date of sale of the machine to the initial purchaser and ends two years thereafter.

Where a warrantable condition exists under this Emission Control System Warranty, warranty repairs will be made by a SELLER Representative (as defined below) or by a service facility designated by the SELLER Representative, without charge for diagnosis, parts, or labor, subject to all other provisions stated herein. All defective parts replaced under this Emission Control System Warranty become the property of the SELLER Representative. Normal maintenance items are warranted up to their first required replacement interval only. Only Construction Tools AB-approved replacement parts may be used in the performance of any warranty repairs under this Emission Control System Warranty and will be provided without charge.

This Emission Control System Warranty does not extend to components or parts which are affected or damaged by the machine owner's or any other person's (other than Construction Tools AB's or the SELLER Representative's) improper use or improper maintenance (including, but not limited to, improper replacement of filters, sparkplugs or other maintenance items or wear parts; incorrect oil or fuel; stale or improper fuel mix; dirt or other contaminants in the fuel or oil; excessive dirt, dust, rust, or corrosion in the engine; improper storage; use of replacement parts or Accessories not conforming to the original specifications which impair the effectiveness of the emission control system; incorporation of or use of unsuitable attachments or unauthorized alteration of any part; or improper repair), abuse, accident, or acts of God.

This Emission Control System Warranty does not cover replacement of expendable maintenance items (for example spark plugs and filters) unless they are original items defective in material or workmanship and the first required replacement interval (in accordance with applicable instructions published by the machine manufacturer) for the item has not been reached.

Responsibility for Maintenance: As the machine engine owner, you are responsible for the performance, at your expense, of the proper maintenance of the engine (in addition to all other parts of the machine and Accessories) in accordance with applicable instructions published by the machine manufacturer, including in the Safety and Operating Instructions manual for the machine. Construction Tools AB recommends that you retain all receipts and maintenance records covering performance of maintenance. Proper maintenance includes, but is not limited to, routine replacement and servicing of spark plugs, filters, other expendable wear parts, and any other part or item related to emission control or that may affect emissions.

Requirements related to warranty claims: Warranty repair may only be performed by an SELLER Representative or by a service facility designated by the SELLER Representative to perform the warranty repair. "SELLER Representative" means the dealer in the United States from whom your machine was initially purchased as a new machine or a service facility in the United States that is owned or operated by Power Technique North America LLC and which performs warranty repair of such machine engines. You are responsible for promptly presenting the machine (into which the engine is incorporated) to the nearest SELLER Representative as soon as a warrantable condition exists under this Emission Control System Warranty. At the time of requesting warranty repair, you must provide proof of the initial purchase of the machine, including the initial purchase date.

If you are located more than 100 miles from the nearest SELLER Representative, the SELLER Representative will (at its choice) (i) pay for shipping costs of the machine to and from the nearest SELLER Representative; (ii) provide for a technician to come to you to make the warranty repair under this Emission Control System Warranty; or (iii) pay for the warranty repair to be made at a local service facility designated by the SELLER Representative to perform the warranty repair on your machine engine under this Emission Control System Warranty. (The provisions in the preceding sentence apply only for the contiguous states, excluding the states with high-altitude areas identified in 40 CFR 1068, Appendix III.) If you are located within 100 miles of an SELLER Representative, you will be responsible for paying all shipping/ transportation costs, technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof.

If the SELLER Representative determines that there is no warrantable condition under this Emission Control System Warranty, you will be responsible for the cost of the diagnosis, labor and parts in accordance with the SELLER Representative's normal rates, costs of shipping/ transporting (regardless of your distance to an SELLER Representative), technician travel costs if the technician comes to you, and other similar costs, unless the SELLER Representative in its discretion elects to pay for such costs or any portion thereof.

For information about how to make a warranty claim and how to make arrangements for authorized warranty repair, please contact the dealer in the United States from whom your machine was initially purchased as a new machine. You may also contact Power Technique North America LLC via telephone at 1-800-732-6762 or via email to <a href="mailto:acce.customerservice@us.atlascopco.com">acce.customerservice@us.atlascopco.com</a>.

DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF IMPLIED WARRANTIES: NEITHER CONSTRUCTION TOOLS AB NOR POWER TECHNIQUE NORTH AMERICA LLC (NOR ANY OF THEIR AFFILIATES) SHALL BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (WHETHER ARISING FROM LOSS OF TIME OR USE OF THE MACHINE, OR ANY COMMERCIAL LOSS DUE TO FAILURE OF THE ENGINE OR THE MACHINE INTO WHICH IT IS INCORPORATED, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE. NO EXPRESS EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IS GIVEN EXCEPT AS SPECIFICALLY SET FORTH HEREIN. ANY EMISSION-RELATED COMPONENT WARRANTY OR OTHER EMISSION-RELATED WARRANTY IMPLIED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS EXPRESSLY LIMITED TO THE EMISSION CONTROL SYSTEM WARRANTY TERMS SET FORTH HEREIN.

NO MODIFICATION OF THIS WARRANTY: THIS EMISSION CONTROL SYSTEM WARRANTY MAY NOT BE MODIFIED BY ANY PARTY, WHETHER ANY SELLER REPRESENTATIVE OR OTHERWISE, EXCEPT AS SPECIFICALLY AUTHORIZED IN WRITING BY CONSTRUCTION TOOLS AB.



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#### Power Technique North America LLC ADDENDUM TO WARRANTY STATEMENT PORTABLE COMPRESSOR EXTENDED WARRANTY

(Revised January 28, 2019)

The warranties contained in this Addendum are in addition to those contained in the Power Technique North America LLC Warranty Statement (the "Warranty Statement"). All capitalized terms used herein shall, except as modified herein, have the meaning subscribed to them in the Warranty Statement. Except as set forth in this Addendum, the Warranty Statement is unaffected and shall continue in full force and effect in accordance with its terms.

PRODUCT	EXTENDED WARRANTY PERIOD *
Portable Compressors	24 months from date of end of initial standard warranty term. For the compressor's air system **, the warranty period is an additional 96
	months from the end of the 24 month extended warranty term. For the engine, see Footnote 1 below.

#### Requirements for Extended Warranty;

- Service maintenance must be completed according to published intervals while utilizing genuine Atlas Copco/Chicago Pneumatic/American Pneumatic Tool parts and lubricants. Record of such maintenance must be entered onto Machines Online for the specific serial number and include all required information including date service performed, service interval performed, and part numbers used. Oil sample (engine or compressor) to be taken at any time of failure and available upon request
- Oil sample kit part number 9753300442 available for purchase Unit must be available for onsite inspection by a representative of Power Technique North America if required
- Unit must be available for transport to a Power Technique North America service center location if required
- Failed components must be retained and available for return and inspection if required
- Air end system component exclusions: Electrical components (i.e. Sensors, wiring), Perishable items (i.e. Rubber, plastics), Wear and air regulation items (i.e. Check valves, couplings)

Note: End users are authorized to complete the required preventative maintenance utilizing genuine parts and lubricants purchased from an authorized dealer. Service maintenance recorded into Machines Online are to be completed by the authorized dealer where products purchased or another authorized dealer after providing proof of purchase for genuine parts and fluids utilized.

Note: Equipment/machinery/components/Accessories/parts/items sold by SELLER but not manufactured by SELLER or an affiliate (including but not limited to a Product's engine, alternator, tires, battery, carrier, electrical equipment, and hydraulic transmission, if applicable) are not warranted by SELLER and shall carry whatever warranty (if any) which the manufacturer has conveyed to SELLER to the extent it can be passed on to the purchaser.

Note: The information in the footnotes is only summaries of various warranty information relating to some components manufactured by others. Although SELLER hopes this may be of convenience and SELLER strives to keep these footnotes updated, SELLER cannot promise that the information is up-to-date. For complete and current warranty information/duration/coverage/policy/procedure, please refer to the applicable manufacturer's warranty (None of the information in the footnotes constitutes any kind of warranty by SELLER.) For assistance in locating the applicable manufacturer's warranty, you may contact SELLER's Technical Support via email at acce.customerservice@us.atlascopco.com. Engine manufacturers require that the engine be registered with the engine manufacturer; it is the Product purchaser's responsibility to register the Product's engine with the engine manufacturer and to do so in a timely manner in accordance with the engine manufacturer's requirements.

Footnote 1: For the compressor's engine (and other components not manufactured by SELLER or an affiliate), the warranty and duration depends on the applicable manufacturer's warranty, including the following manufacturers:

- Caterpillar Diesel engine: Caterpillar Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup without limitation in running hours or for the period of thirty six (36) months from the date of initial startup prior to the accumulation of 4000 running hours.
- John Deere Diesel engine: John Deere Diesel engines are warranted to be free from defects with regard to materials and workmanship for the period of twelve (12) months from the date of initial startup, prior to the accumulation of 2000 running hours. All John Deere powered air compressors are subject to a 5 year (5,000hr) limited extended warranty. The extended warranty must be registered with John Deere by the original purchaser, at time of purchase, in order to qualify. Please see John Deere's air compressor extended warranty terms, conditions and further details.
- Kubota Diesel engine: Kubota warrants, the original purchaser, that all parts (except those referred to below) of your new Kubota industrial engine and replacement parts purchased from an Authorized Kubota Industrial Engine Distributor or OEM Distributor in the United States and Canada will be free from defects in materials or workmanship during the following periods; twenty-four (24) months from the date of initial startup, or accumulation of 2000 running hours, whichever comes first. A Major Components Warranty (MCW) covers a period of thirty-six (36) months from the date of initial startup, or accumulation of 3000 running hours, whichever comes first - MCW includes: crankcase (cylinder block), cylinder head, crankshaft, connecting rod, pistons, gears, flywheel, flywheel housing, oil pump, pulleys, governor, inlet manifold, and oil pan. MCW does not cover: rings, bearings, water pump, any electrical component, valve train components, accessory parts, seals, gaskets, carburetors, exhaust manifold, hoses, all fuel system components, muffler, any filters, radiator, fan, belts, thermostat, spark plugs, fuel transfer pumps& oil pan

Responsibility for Maintenance: As the machine engine owner, you are responsible for the performance, at your expense, of the proper maintenance of the engine (in addition to all other parts of the machine and Accessories) in accordance with applicable instructions published by the machine manufacturer, including in the Safety and Operating Instructions manual for the machine. Power Technique North America LLC recommends that you retain all receipts and maintenance records covering performance of maintenance. Proper maintenance includes, but is not limited to, routine replacement and servicing of spark plugs, filters, other expendable wear parts, and any other part or item related to emission control or that may affect emissions

THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, THE WARRANTIES CONTAINED HEREIN ARE EXCLUSIVE AND ALL OTHER WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY DISCLAIMED. CORRECTION OF NONCONFORMITIES WITHIN THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE PROVIDES THE EXCLUSIVE REMEDIES WITH RESPECT TO THE QUALITY OF OR ANY DEFECT IN PRODUCTS OR SERVICES DELIVERED OR PERFORMED HEREUNDER. NOTWITHSTANDING ANYTHING ELSE, THE TOTAL LIABILITY, IN THE AGGREGATE, OF SELLER, ITS AFFILIATES, AND SUBCONTRACTORS, AND THEIR RESPECTIVE EMPLOYEES AND AGENTS SHALL BE LIMITED TO THE PRICE PAID BY THE PURCHASER TO SELLER FOR THE SPECIFIC PRODUCT/SERVICE GIVING RISE TO THE CLAIM. UNDER NO CIRCUMSTANCES SHALL SELLER, ITS AFFILIATES, OR SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES (WHETHER FOR LOST PROFITS OR REVENUE, WORK STOPPAGE, DOWNTIME COSTS, LOST BUSINESS, OR OTHERWISE), EVEN IF ADVISED OF THE POSSIBILITY OF SICH DAMAGES OR IS SICH DAMAGES ARE FORESSERIE. EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH DAMAGES ARE FORESEEABLE.



**Date:** 02/24/2020 **Page:** 13 of 13

## Form C

## EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS, AND SOLUTIONS REQUEST



Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
oposer's Signatur	e: A		Date: 4/4/2019
Sourcewell's	s clarification on exceptions listed :	No Exceptions Note  HCP  Initials  June 5, 2019	ed .

### Contract Award RFP #041719

## FORM D



## Formal Offering of Proposal (To be completed only by the Proposer)

## PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: _Power Technique North America I	LLC
Company Address: 1059 Paragon Way	
City:_Rock Hill	State: SCZip: 29730
CAGE Code/DUNS: 08-055-0418	
Contact Person: Paul Tate	Title: Business Development Manager - Government_
Authorized Signature:	James OBLIER
_/	(Name printed or typed)

## FORM E CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 041719-ACC

Sourcewell Authorized Signatures:

Proposer's full legal name: Atlas Copco Power Technique North America LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be June 17, 2019 and will expire on June 17, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Jeremy Schwartz	Jeremy Schwartz		
SOURCEWELL DIRECTOR OF OPERATIONS AND PROCUSEMENT /CPO SIGNATURE	(NAME PRINTED OR TYPED)		
—764288F817A64CC SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE	Chad Coquette (NAME PRINTED OR TYPED)		
Awardea on June 14, 2019 Sourcewell Contract # 041719-ACC			
Vendor Authorized Signatures:			
The Vendor hereby accepts this Contract award,	, including all accepted exceptions and amendments.		
Vendor Name Atlas Copco Powe	er Technique North America. LLC.		
0'	ine Manager & U.P.		
Jon	Rob Johnston		
VENDOR AUTHORIZED SIGNATURE	(NAME PRINTED OR TYPED)		
Executed on Sune 17, 2019			

# Sourcewell

#### Form F

## PROPOSER ASSURANCE OF COMPLIANCE

## Proposal Affidavit Signature Page

#### PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

- 1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
- 2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
- 3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
- 4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
- The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are
  acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and firstquality products and related services to Sourcewell Members under an awarded Contract.
- 6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

The rest of this page has been left intentionally blank. Signature page below

Company Name: Power Technique North America LLC	
City/State/Zip: _Rock Hill, South Carolina, 29730	
Telephone Number:1 800-465-4777	
E-mail Address:_paul.tate@ca.atlascopco.com	
Authorized Signature:	
Authorized Name (printed): Dames O.Snan	
Title: UP BLM	
Date: 4/4/2019	
	1
Notarized	
	1.78
	1
ubscribed and sworn to before me this 4th day of Abrill	, 20/9
lotary Public in and for the County of 40RK	State of SC
a la land	State of
My commission expires: 9/20/2026	
ignature: anhy mutkull	

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

## Form P



#### PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Power Technique North America LLC

Questionnaire completed by: Paul Tate, Business Development Manager - Government

## Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?
  - Net 30
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?
  - We provide leasing and financing options thru Atlas Copco Financial Solutions and their various financial partners
  - Member can contact an Atlas Copco Power Technique Dealer for a full range of competitive leasing and financing options at time of purchase
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.
  - Sourcewell member can contact local Atlas Copco dealer or regional sales manager for help in determining the best product solution(s) for their application See: Instruction Track Opp Sourcewell2019.pdf
  - That opportunity or inquiring will be entered into our CRM system under unique campaign ID number we have setup to ensure that we are able to identify, manage the sales process and accurately report the results
  - Our authorized dealers understand the sales process and will work in concert with the regional manager to
    provide a formal quote from the Sourcewell pricelist to the member. The quote will be generated in compliance
    with the terms & conditions of the Sourcewell contract
  - The Authorized Dealer will accept and process the purchase order from the Sourcewell Member.
  - Final invoice submitted to the member and P.O will be entered into SAP where we will generate quarterly sale report
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?
  - · Not at this time

### Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
    - o Yes
    - o please refer to document: 201801 Warranty PTNA
    - o please refer to document: 201801 T and C PTNA
    - Please refer to document: Atlas Copco Power Technique Warranty Statement(jan 2019).pdf
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
    - o Yes Varies per product type
    - o please refer to document 201801 Warranty PTNA for details
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
    - o We cover travel time up to a maximum of 10 hours
    - o We do not cover mileage or miscellaneous expenses such as hotels, or flights
    - o we can please refer to document 201801 Warranty PTNA for details
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?
    - o No cover all regions of the United States and Canada
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
    - o Yes
    - o The engines are covered by the engine manufacturer's warranty
    - o please refer to document 201801 Warranty PTNA for details
  - What are your proposed exchange and return programs and policies?
    - We do offer exchange and return program with conditions laid out in our policy
    - Please refer to document Power Technique Terms and conditions of Purchase Aug 2018.docx
- 6) Describe any service contract options for the items included in your proposal.
  - We can offer multiple service contract options through our authorized dealers from time and material to an annual fixed cost maintenance plan
  - Sourcewell member can inquiry about service contract options with our local authorized dealer or regional sales manager
  - Example: 8 Plan and X Plans parts plan for XAS 185 series machines for a predefined period and price
    with one-part number. The plan is negotiated at time of purchase between Atlas Copco authorized dealer
    and the Sourcewell member. See 8 Plan Brochure.pdf

## Pricing, Delivery, Audits, and Administrative Fee

- Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
  - Atlas Copco Power Technique North America will be providing Air, Power, Light and Flow solutions and related services including parts and services support, training and financing for the following products:
    - · Portable Air Compressors
    - · Portable Generators
    - Light towers
    - · Dewatering pumps,
    - Hand held tools (hydraulic, pneumatic, hammers, breaker etc.)
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)
  - · We will provide line item pricing with a specified discount off our list price
- Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
  - The following percentage discount off MSRP list price apply;

Portable Diesel Compressors	35%
Portable Diesel Generators	35%
Portable Gas Generators	35%
Portable Light Towers	35%
Diesel driven Pumps	35%
Electric Submersible Pumps	35%
Hand Tools - Pneumatic / Hydraulic	35%
Hand Tools - Gas Breakers	35%

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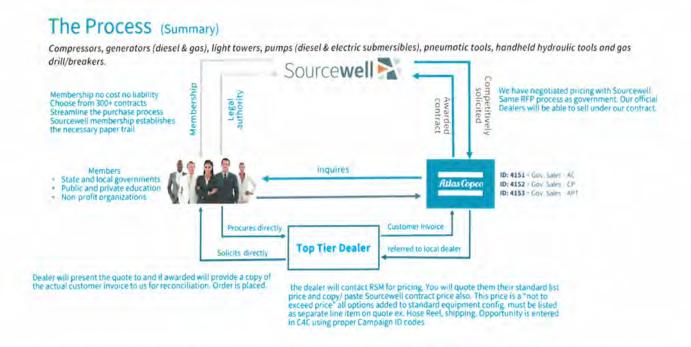
_	a. the same as the Proposer typically offers to an individual municipality, university, or school district.
-	<ul> <li>b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, r state purchasing departments.</li> </ul>
X_	_c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
	d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.
  - We do offer volume discounts that will vary based on product line
  - They will be negotiated on an individual basis

Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

- The Sourcewell member will work with our authorized dealer to determine what additional options they may require. The Dealer will then price that option according to fair market value
- 12) Identify any total cost of acquisition costs that are <u>NOT</u> included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.
  - The following are other miscellaneous costs that are not included in the pricing submitted in our response and may be requested by the Sourcewell member through our authorized dealer:
    - Additional accessories, options not included in the standard configuration
    - Expedited freight or special handling outside the standard scope of delivery
    - See PTNA Shipping Jan 2019 Final.pdf
- 13) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.
  - Shipping and delivery charges will be quoted as separate line item to the member by our authorized dealer and delivery will be to address stated on the purchase order.
  - The cost will be based on standard carrier charges and will vary based on mode and destination. (offshore locations may require multiple modes of transportation
  - See PTNA Shipping Jan 2019 Final pdf
- 14) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
  - Shipping to Alaska, Hawaii and other regions outside of the lower 48 states will be quoted at time of order
  - See PTNA Shipping Jan 2019 Final.pdf
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal.
  - See PTNA Shipping Jan 2019 Final.pdf

- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.
  - We have created a Campaign ID in SAP where every opportunity is entered under the corresponding campaign ID (see SourcewellRelaunch04.03.2019.pdf)



- The authorized dealer will request a quote from our regional sales manager who will attach the Sourcewell
  members special pricing to the quote, identify contract number and additional options in compliance with
  the terms of the agreement
- The quote will be entered SAP and tracked as part of our normal sales process.
- When the sales are awarded the authorized dealer will submit a P.O and final member invoice to the Atlas Copco regional manager and BDM – Government.
- The opportunity will be updated and the dealer invoice attached
- We will monitor any Sourcewell member opportunity in each region, sales meetings, management meetings to ensure we are compliant
- · A report will be generated from our CRM system and submitted to Sourcewell every quarter
- 17) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)
  - We will pay Sourcewell an administration fee of two percent (2%) of sales under the contract

## Industry-Specific Questions

- 18) Describe any industry-specific quality management system certifications obtained by your organization.
  - ISO 9001: 2015 (Quality)
- 19) Describe any environmental management system certifications obtained by your organization.
  - ISO 14001:2015 certification worldwide reference for responsible environmental management
- 20) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.
  - · We offer multiple maintenance programs: We can provide customized service kits to flat rate parts and services service to monthly fixed cost preventative maintenance programs for multiple equipment based on utilization.
  - These programs are available thru our authorized dealers
- 21) Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in this Proposal related to fuel efficiency, emission reductions, or other green/sustainability factors.

Industriepreis 2016 in Germany awarded Atlas Copco for its R TEX handheld pneumatic breaker in the category "Industrial and mechanical engineering". Recognizes achievements in economical, technological or ecological fields of development. RTEX has 50% lower compressed air demand and is 25% lighter than comparable models	Industriepreis 2016
Atlas Copco has been given two prestigious Red Dot Design Awards for 2017 for portable compressors and LED light tower. The 8 Series compressors set new design standards for size, weight, efficiency and performance. (Up to 15% smaller than comparable models & up to 12% fuel savings) The HiLight H5 + LED was recognized for its innovative optic lenses that maximizes light coverage See: Red_Dot_Design_Awards.pdf	reddot design award winner 2017
Atlas Copco 197,000 square foot Head Office and manufacturing facility is a LEED – certified building. (Leadership in Environment, Energy & Design). This is one of many building we have around the World with this certification. Our Head Office and factory facility in Rock Hill, S.C is also LEED – certified building. See Atlas_Copco_compressor_Factory_In_India_powered_by_solar_cells.pdf See:	LEED
ISO 9001: 2015 (Quality), ISO 14001: 2015 (Environmental), ISO 18001: 2007 (Health and Safety). See:(ISO Multisite Certificate 2018-2020.pdf) See AtlasCopcoCompressorsUKachievesTripleCertification – set site ISO50001.pdf	

Date: 4/4/2019



# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

From: LaRue Griffin, General Manager

Item: VI-1

**Subject:** Department Reports

## **Background**

Department reports for previous and current month(s).

## **Fiscal Impact**

None.

#### **Attachments**

- 1. Operations Department Report.
- 2. Maintenance Department Report.
- 3. Engineering Department Report.
- 4. Information Technology (IT) Department Report.
- 5. Administrative Department Report.

## Recommendation

No action required.

## **Review Tracking**

Submitted By:

LaRue Griffin General Manager



## TAHOE-TRUCKEE SANITATION AGENCY OPERATIONS DEPARTMENT REPORT

**Date:** March 18, 2020

**To:** Board of Directors

**From:** Michael Peak, Operations Manager

**Subject:** Operations Report

All plant waste discharge requirements were met for the month.

#### **Operations Report:**

- Overall, the plant performed well through the month.
- Digester 31 cleaned in preparation for upcoming painting project.
- Annual Bio-solids report completed and submitted to EPA.
- Implementation and reporting water monitoring results to GeoTracker.
- Working with Carollo on master plan.
- Squaw Valley PSD Board and Staff plant tour.

## **Laboratory Report:**

• Staff performed necessary laboratory testing per WDR requirements and operational needs.

## **Work Orders**

• Completed this month: 8

• Pending: 5

### **Plant Data:**

Influent Flow Description	
Monthly average daily (1)	3.26
Monthly maximum instantaneous (1)	6.66
Maximum 7- day average	3.86

	WDR Monthly Average		WDR Dail	y Maximum
Effluent Limitation Description (2)	Recorded	Limit	Recorded	Limit
Suspended Solids (mg/l)	0.8	10.0	1.1	20.0
Turbidity (NTU)	NA	NA	1.9	10.0
Total Phosphorus (mg/l)	0.58	0.80	0.85	1.50
Chemical Oxygen Demand (mg/l)	32.0	45.0	33.0	60.0

Notes:

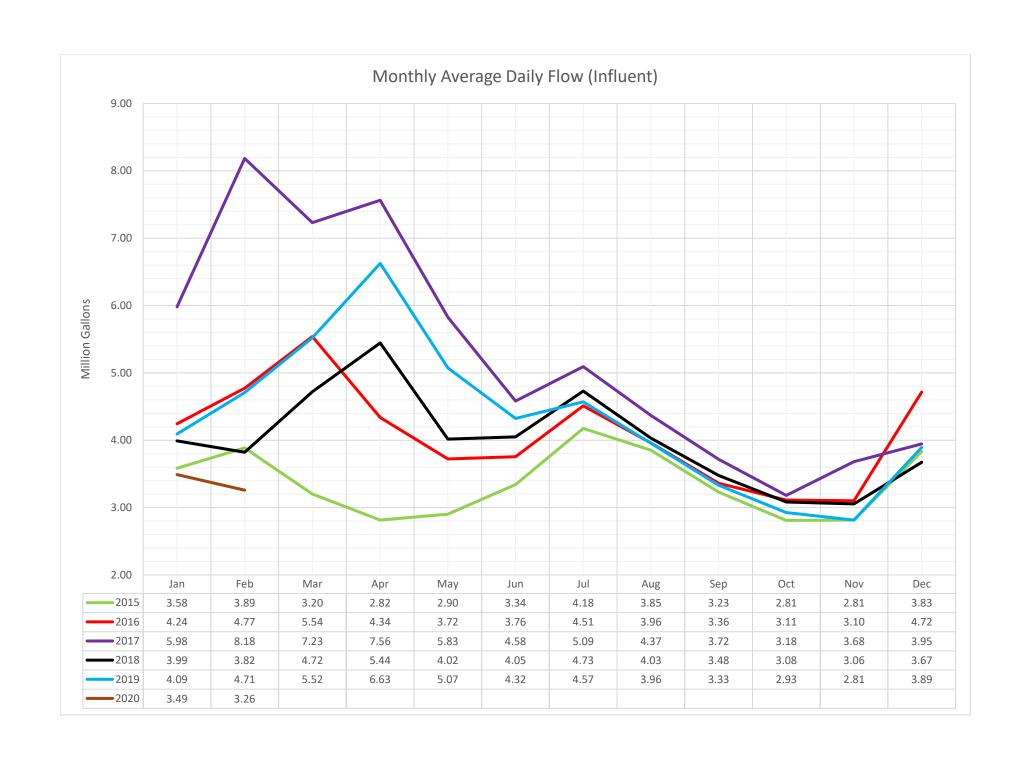
- 1. Flows are depicted in the attached graph.
- 2. Effluent table data per WDR reportable frequency. Attached graphs depict all recorded data

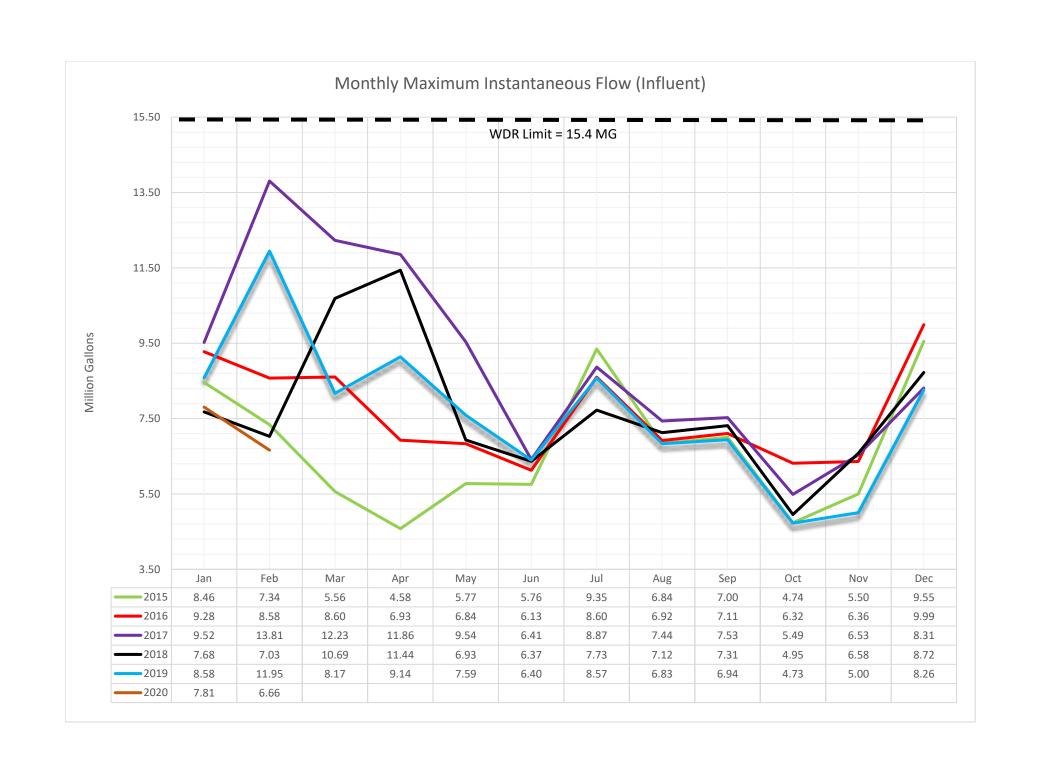
**Review Tracking:** 

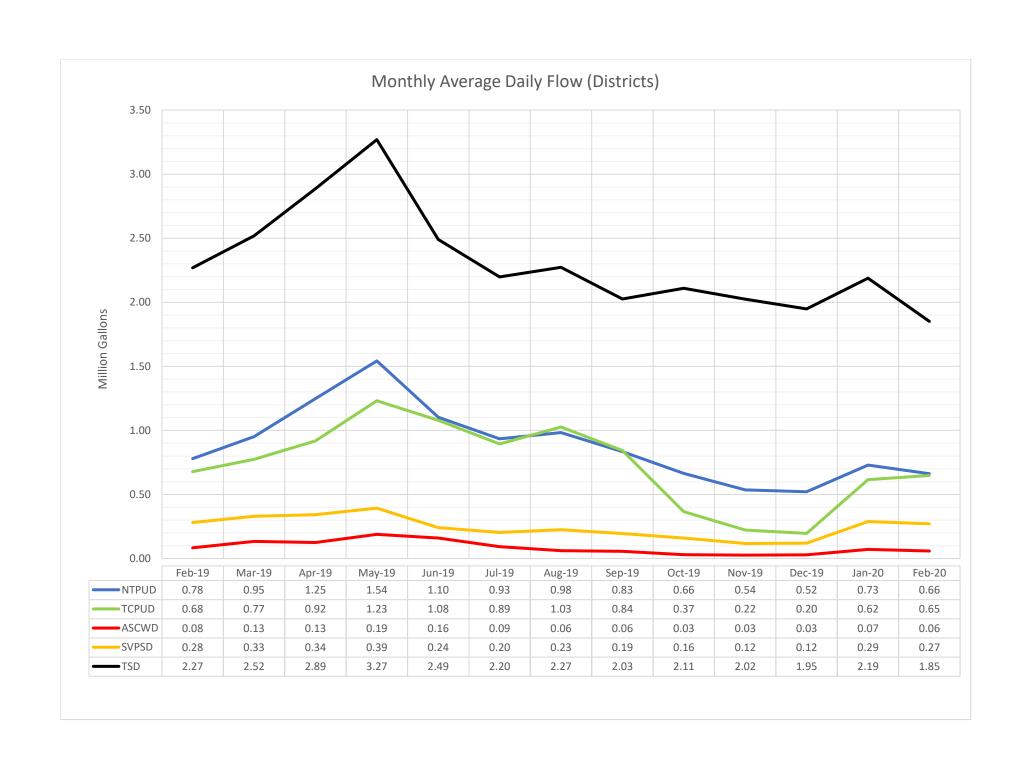
Submitted By:

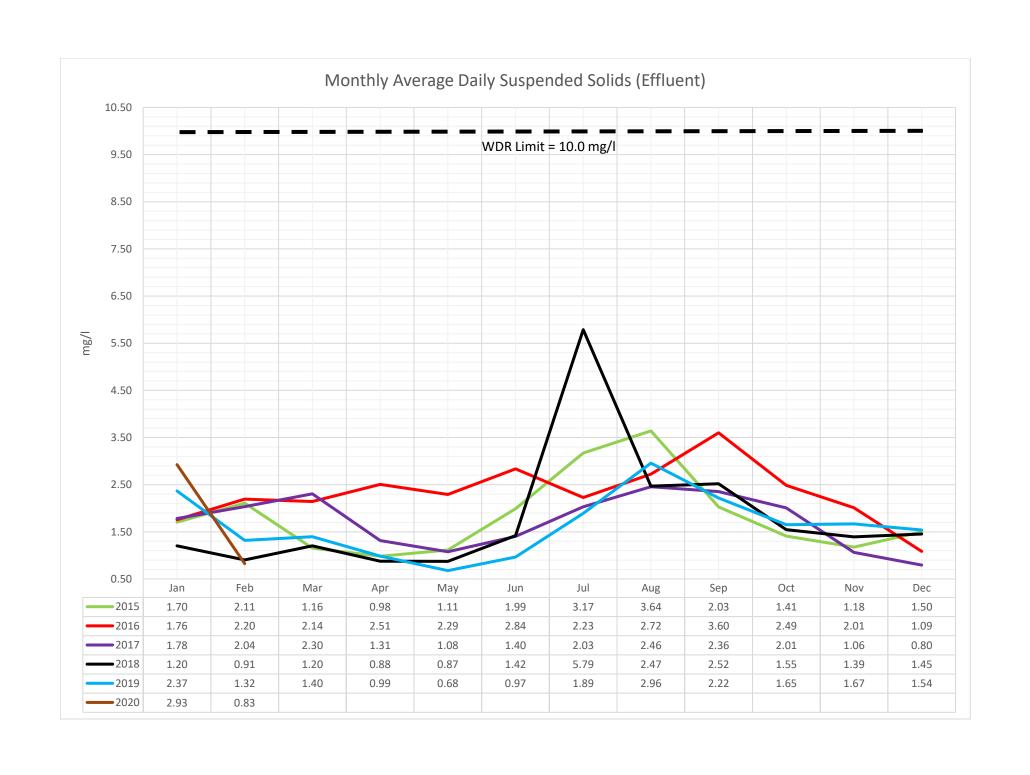
Michael Peak Operations Manager Approved By:

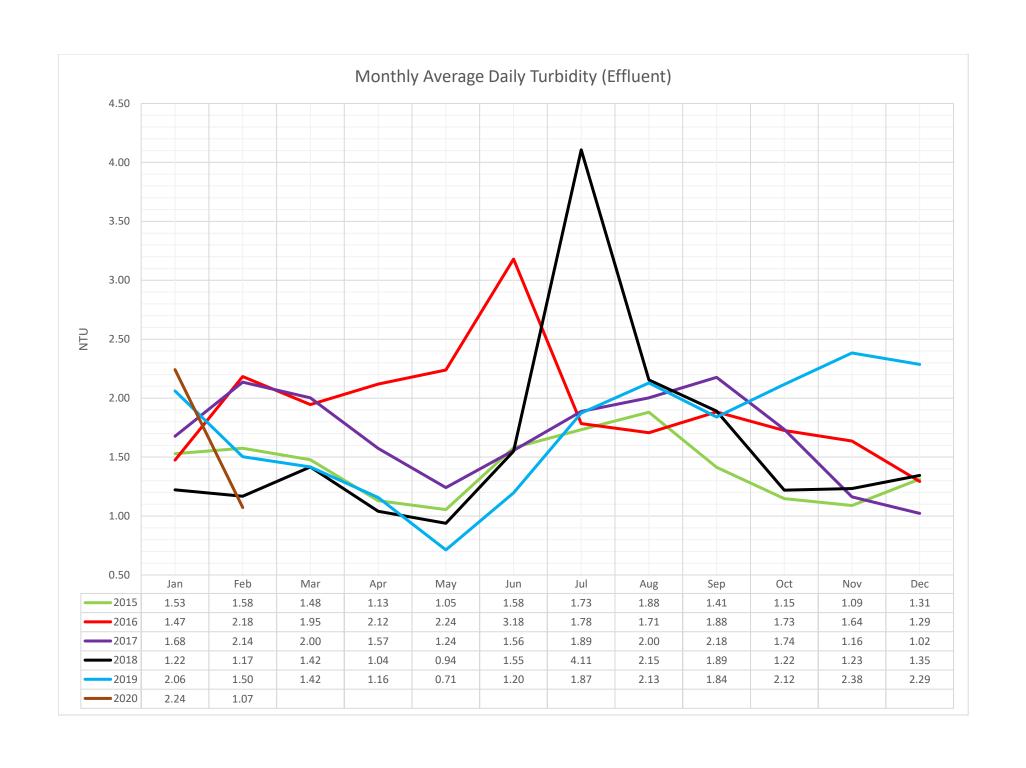
General Manager

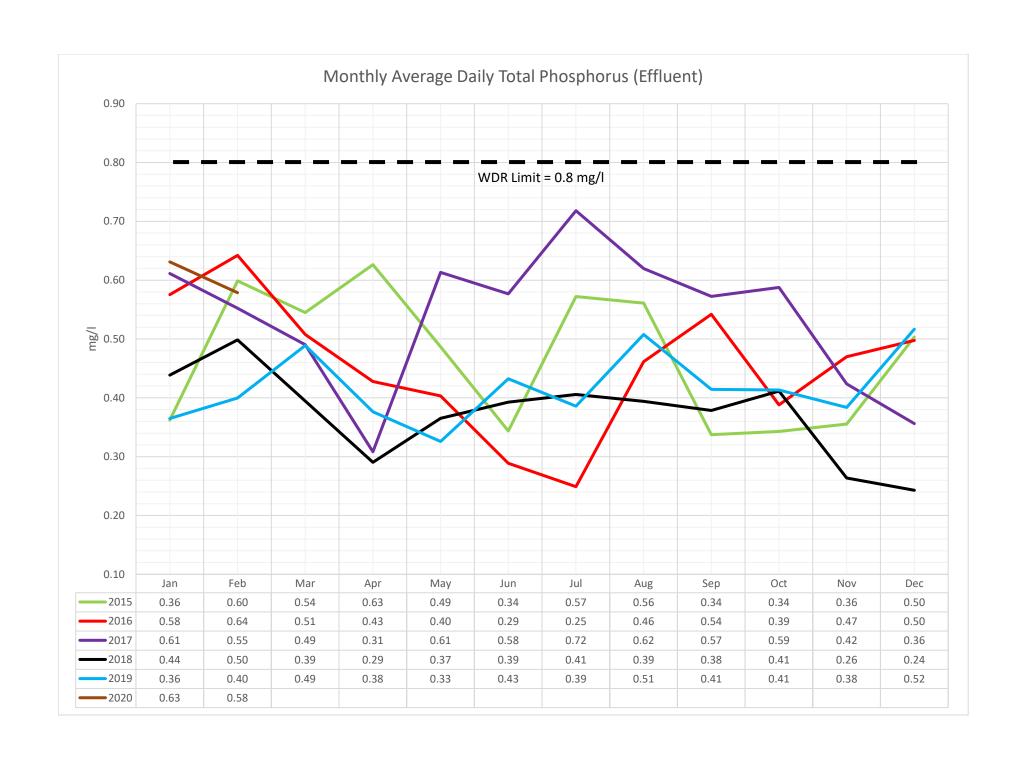


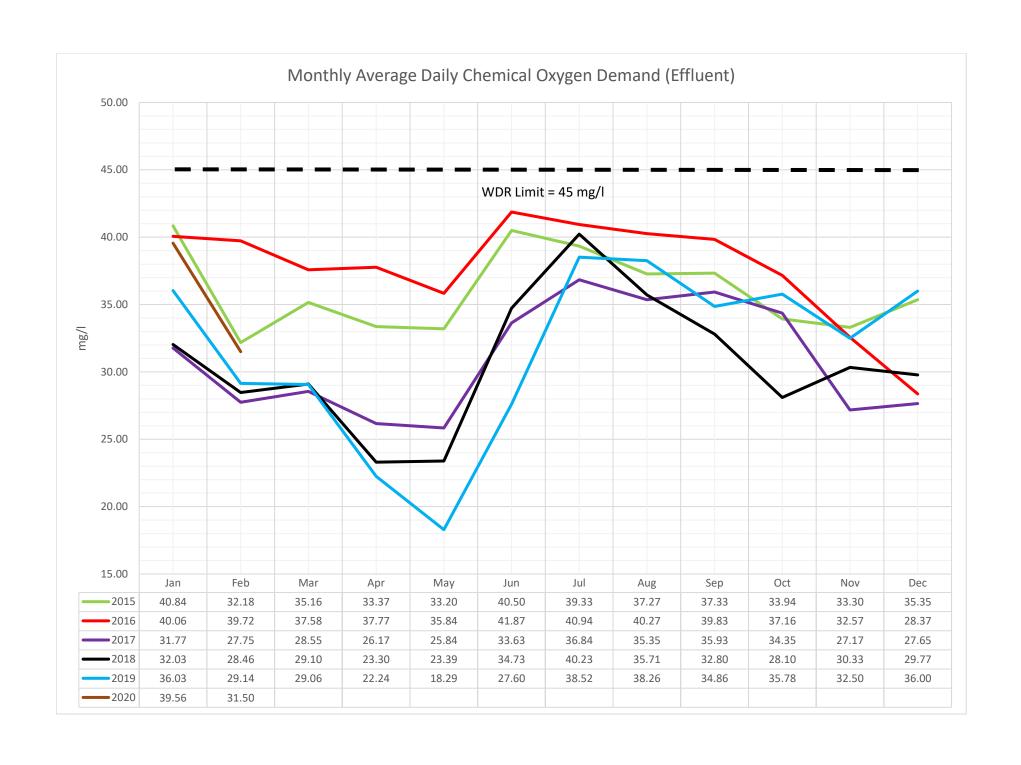


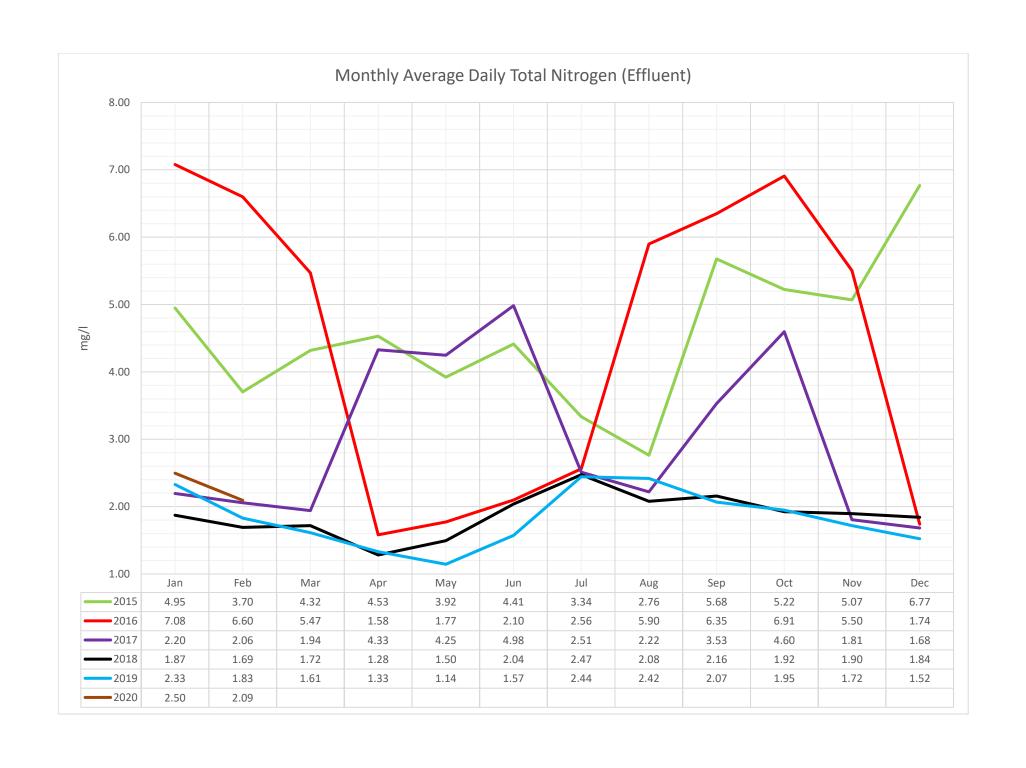


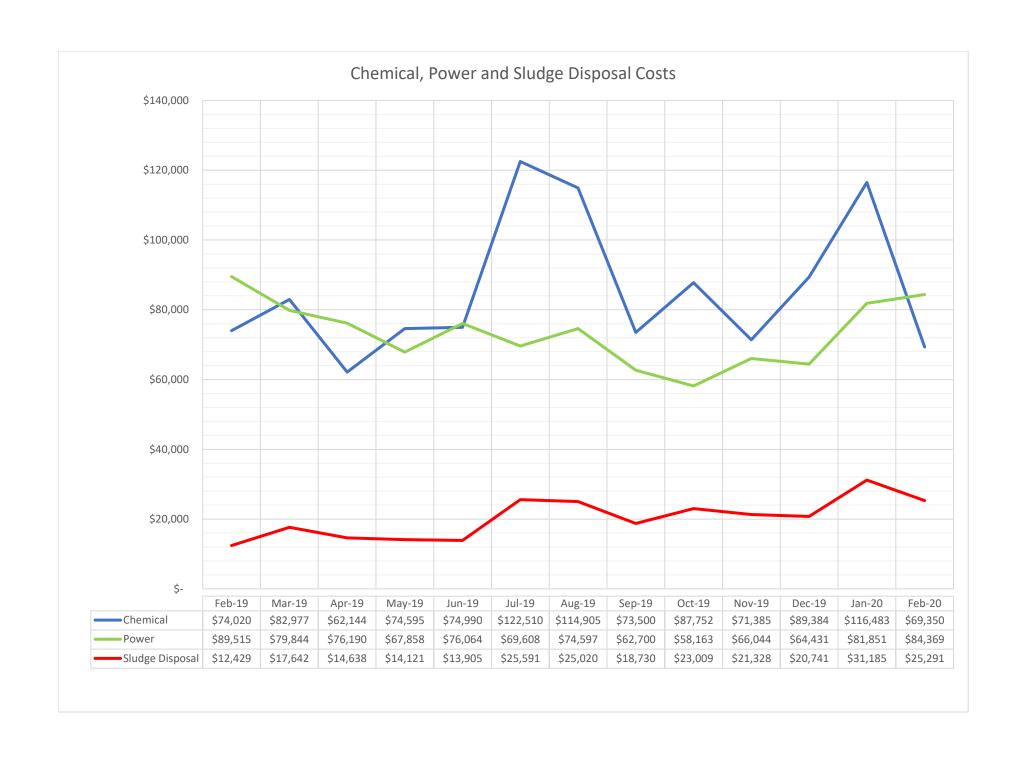














## TAHOE-TRUCKEE SANITATION AGENCY OPERATIONS DEPARTMENT REPORT

**Date:** April 15, 2020

**To:** Board of Directors

From: Michael Peak, Operations Manager

**Subject:** Operations Report

All plant waste discharge requirements were met for the month.

#### **Operations Report:**

- Overall, the plant performed well through the month.
- Solicitation to Bid for bulk chemicals.
- COVID-19 mitigation planning.
- Centrifuge VFD replaced centrifuge back in-service.
- Culture and Core Value training.

#### **Laboratory Report:**

- Staff performed necessary laboratory testing per WDR requirements and operational needs.
- New Polaris Ranger utilized for winter field sampling.

### **Work Orders**

• Completed this month: 9

• Pending: 12

#### **Plant Data:**

Influent Flow Description	MG
Monthly average daily (1)	2.71
Monthly maximum instantaneous (1)	5.15
Maximum 7- day average	3.02

		Monthly erage	WDR Dail	y Maximum
Effluent Limitation Description (2)	Recorded	Limit	Recorded	Limit
Suspended Solids (mg/l)	0.9	10.0	1.1	20.0
Turbidity (NTU)	NA	NA	1.6	10.0
Total Phosphorus (mg/l)	0.27	0.80	0.31	1.50
Chemical Oxygen Demand (mg/l)	31.0	45.0	36.0	60.0

Notes:

- 1. Flows are depicted in the attached graph.
- 2. Effluent table data per WDR reportable frequency. Attached graphs depict all recorded data

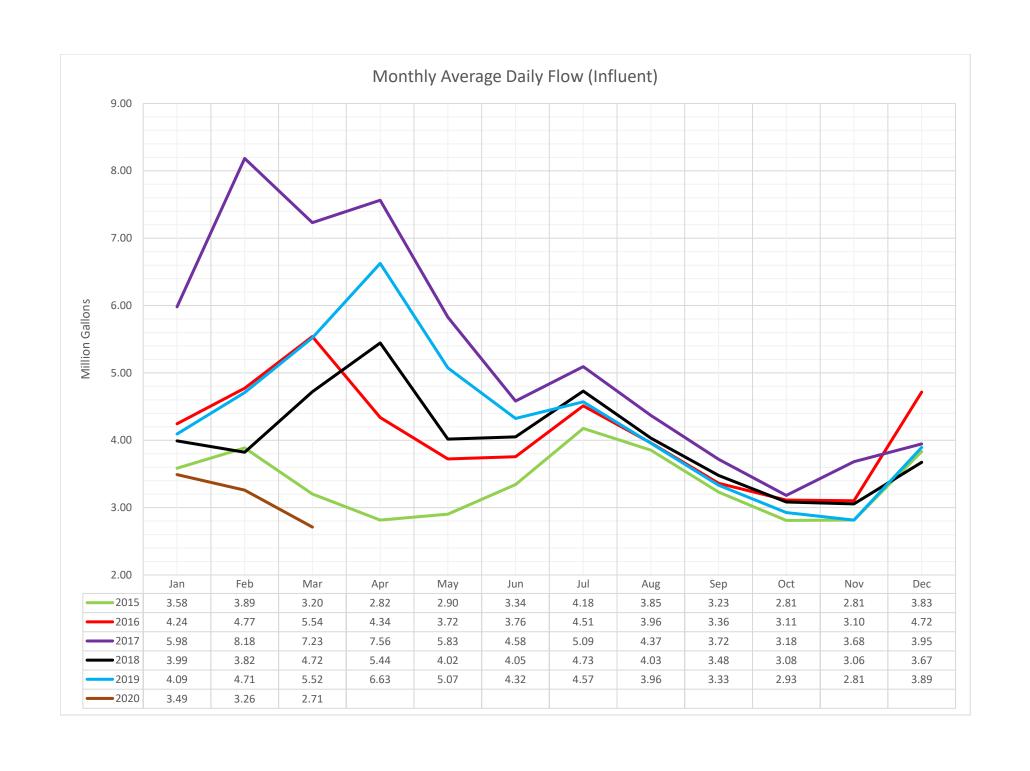
**Review Tracking:** 

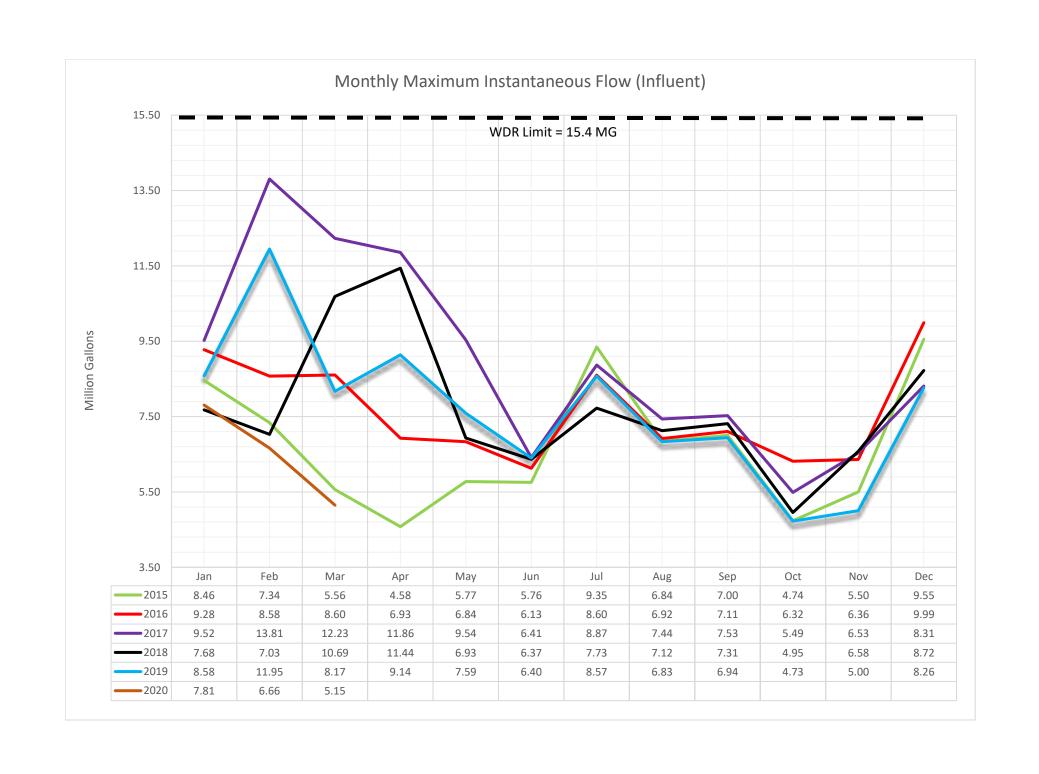
Submitted By:

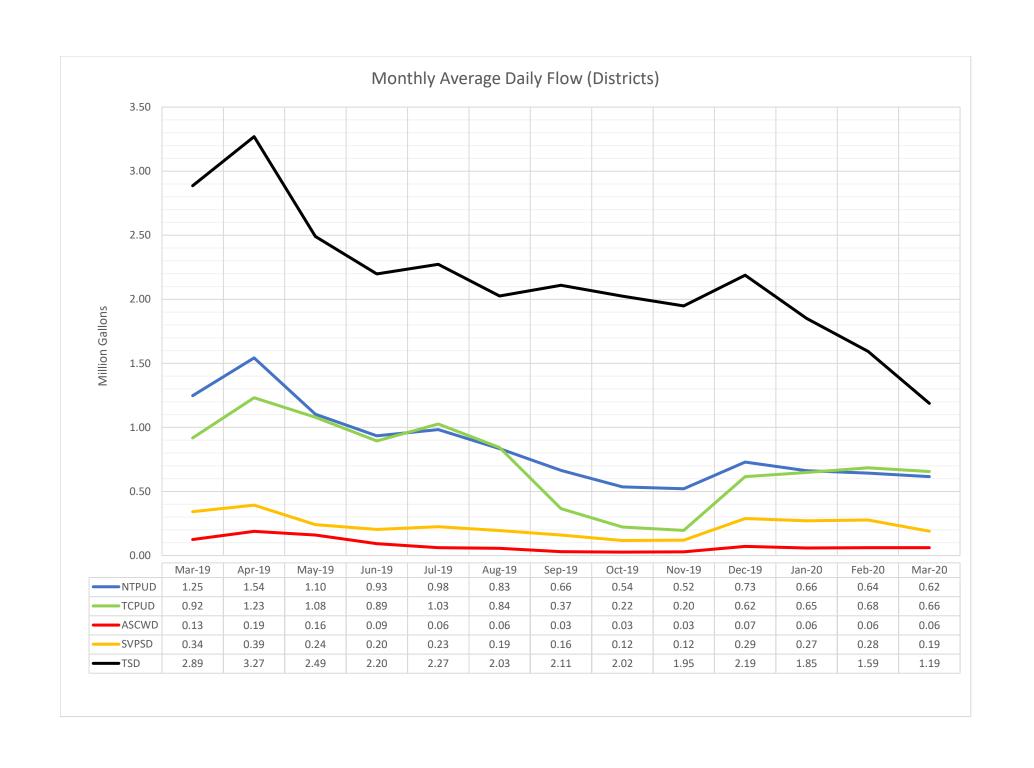
Michael Peak

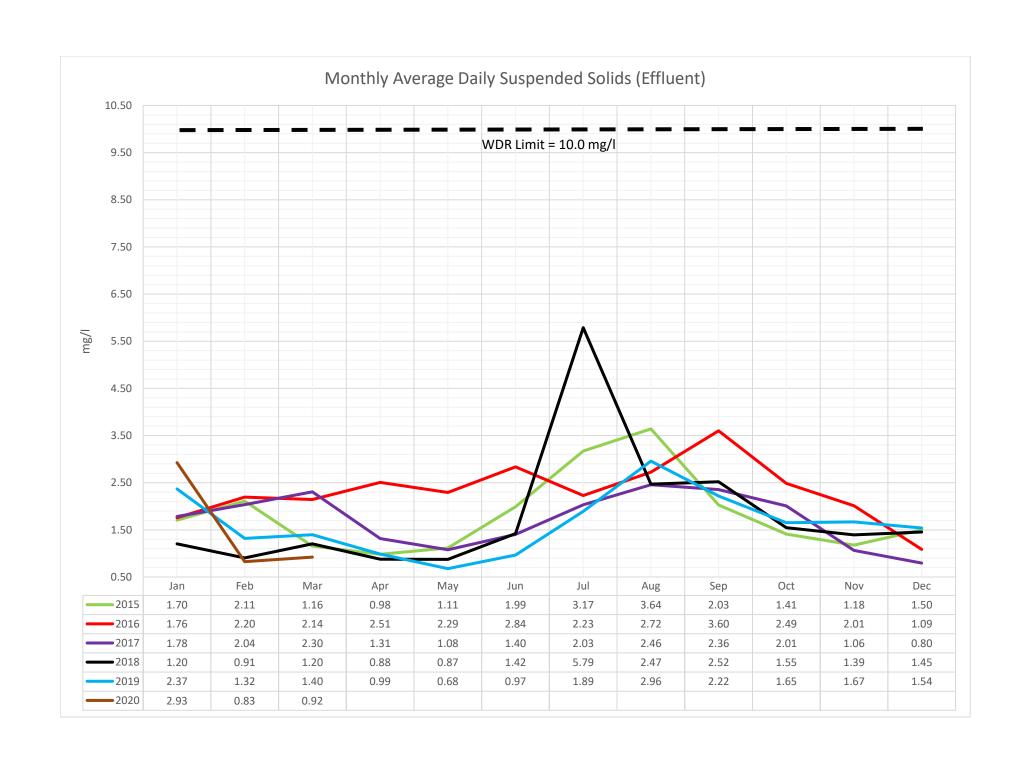
**Operations Manager** 

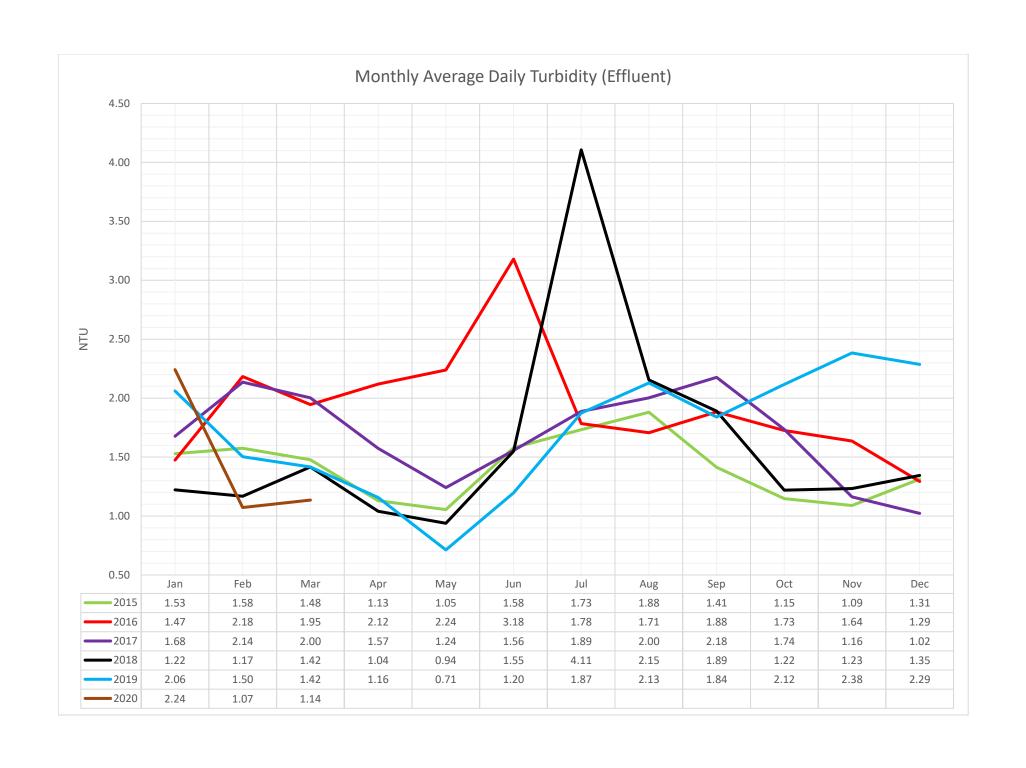
Road Approved By:

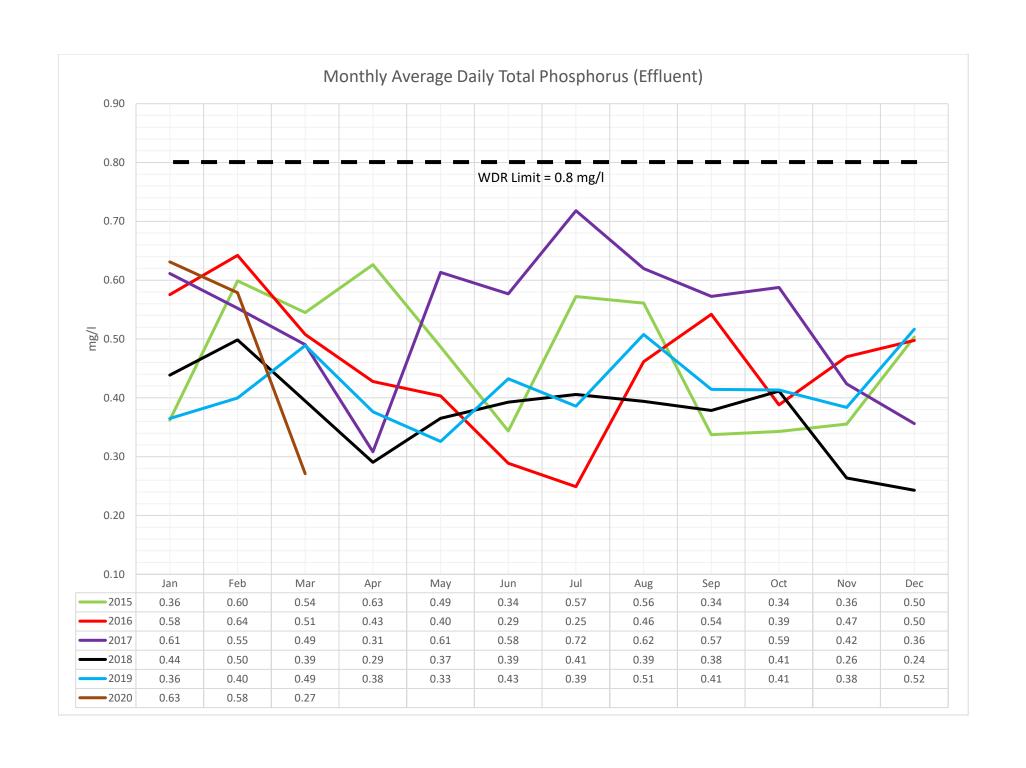


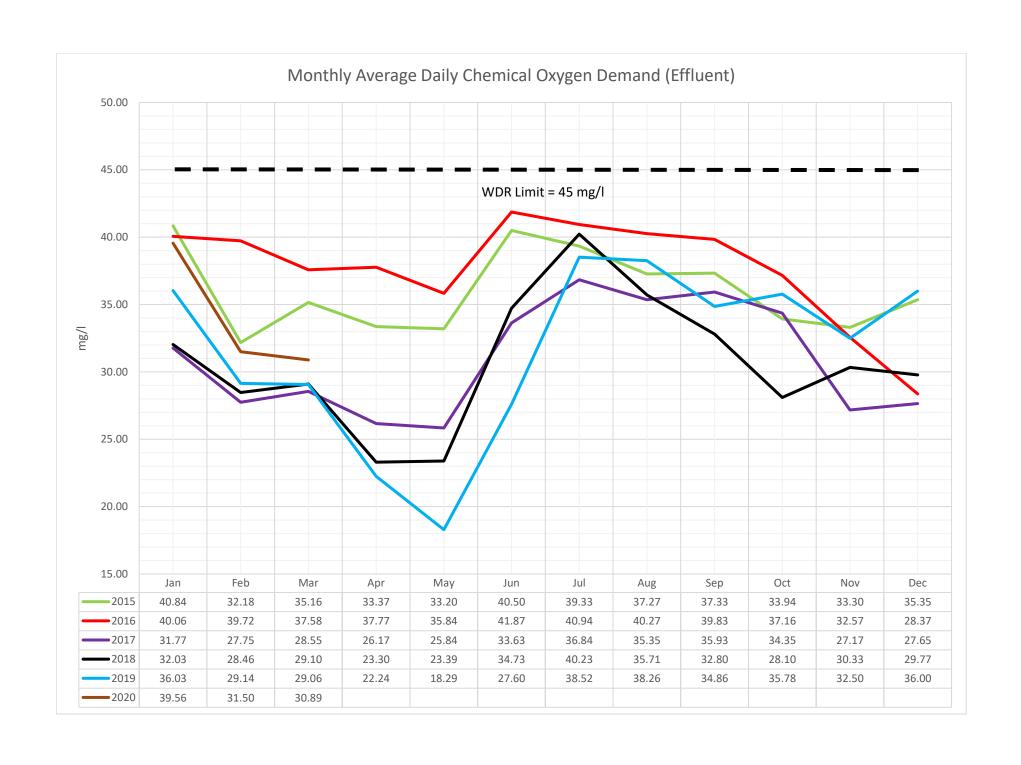


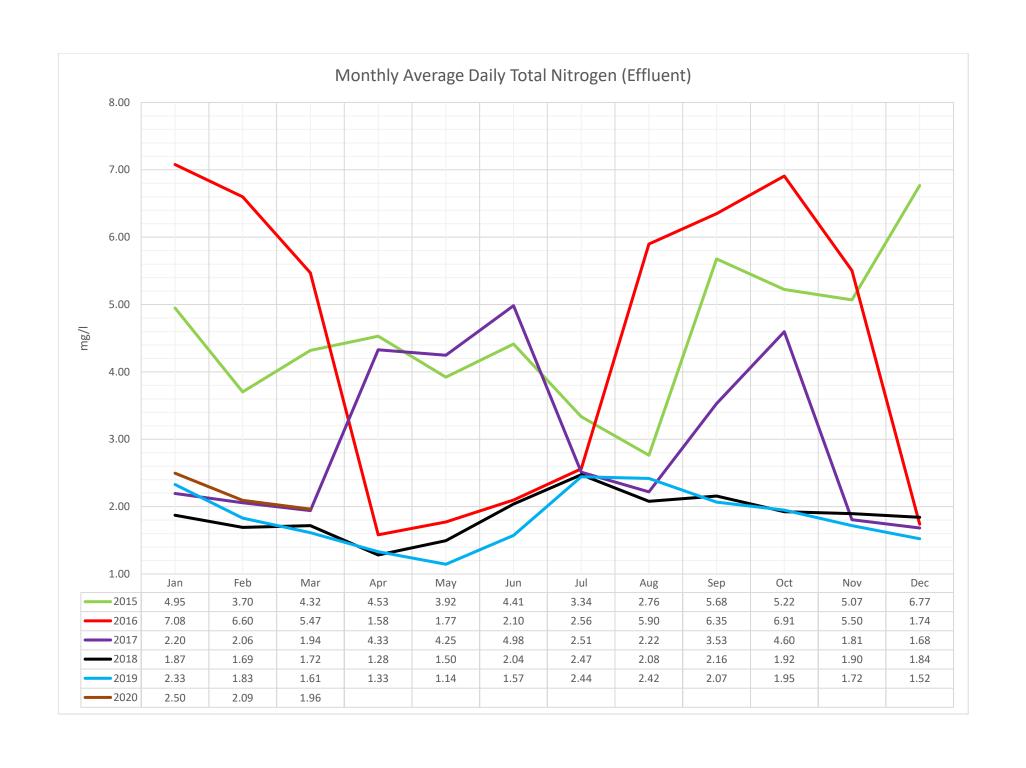


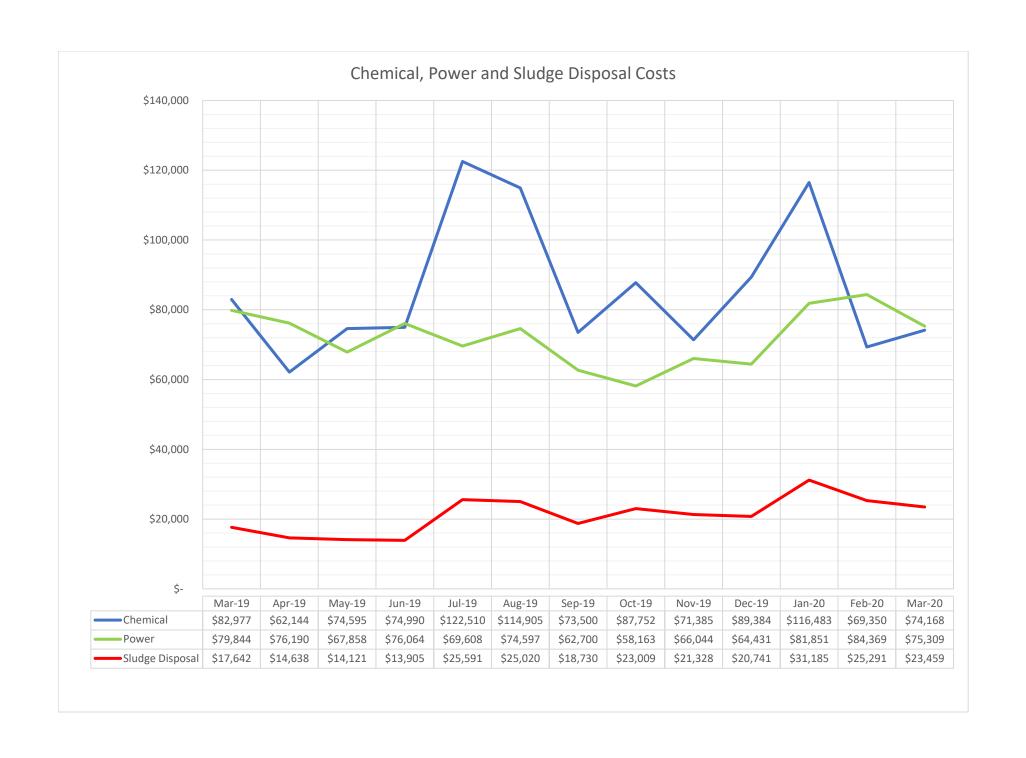














# TAHOE-TRUCKEE SANITATION AGENCY MAINTENANCE DEPARTMENT REPORT

**Date:** March 18, 2020

**To:** Board of Directors

**From:** Richard Pallante, Maintenance Manager

**Subject:** Maintenance Report

- ◆ **Project support:** In the month of February, Maintenance staff provided support for the following projects:
  - Headworks Barscreen/Compactor Upgrade Project.
  - Digester 31.
- ♦ Plant Maintenance projects: Maintenance staff performed tasks on the following ongoing projects:
  - Surplus property.
  - 2 Water vault valve relocation.
  - Digester 31 pipe removal.
  - BNR blower rebuilds.
  - CDL training.
  - Lucity data collection.

### Work Orders

- Completed this month: Mechanical-69, Facilities-23, Electrical & Instrumentation-47.
- Pending: Mechanical-108, Facilities-31, Electrical & Instrumentation-73.

### **Review Tracking:**

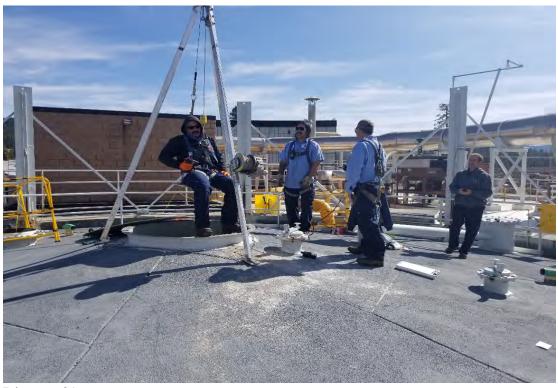
Submitted By:

Richard Pallante

Maintenance Manager

Approved By:

Canaral Managar



Digester 31



CDL Training



# TAHOE-TRUCKEE SANITATION AGENCY MAINTENANCE DEPARTMENT REPORT

**Date:** April 15, 2020

**To:** Board of Directors

**From:** Richard Pallante, Maintenance Manager

**Subject:** Maintenance Report

- ◆ **Project support:** In the month of March, Maintenance staff provided support for the following projects:
  - Headworks Barscreen/Compactor Upgrade Project.
  - Digester 31.
- ♦ Plant Maintenance projects: Maintenance staff performed tasks on the following ongoing projects:
  - Grit System valve access relocation.
  - Centrifuge #2 VFD replacement.
  - Digester 31 pipe removal.
  - Lucity go live with Fleet Maintenance.
  - Lucity data collection.

#### ♦ Work Orders

- Completed this month: Mechanical-75, Facilities-24, Electrical & Instrumentation-24.
- Pending: Mechanical-77, Facilities-20, Electrical & Instrumentation-10.

### **Review Tracking:**

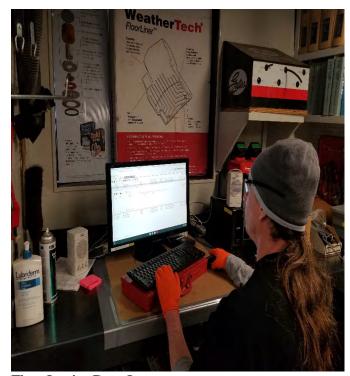
Submitted By:

Richard Pallante Maintenance Manager Approved By:

LaRue Griffin General Manager



Centrifuge # 2 VFD Replacement



Fleet Lucity Data Input



Dewatering Hopper Gate Repair



Pump Station 23 Painting Project



### **TAHOE-TRUCKEE SANITATION AGENCY ENGINEERING DEPARTMENT REPORT**

Date: March 18, 2020

To: **Board of Directors** 

From: Jay Parker, Engineering Manager

**Subject: Engineering Report** 

- **Projects:** In the month of February, Engineering staff continued working on the following projects:
  - Digital Scanning of Sewer Lines
  - Headworks Improvements Project
  - Master Sewer Plan
  - 2020 Plant Painting Project
  - 2020 Corten Wall Additions Project
  - 2020 Administration Building Remodel

### **Work Orders**

- Engineering:
  - Completed this month: 0
  - Pending: 0
- Safety:
  - Completed this month: 2
  - Pending: 4

### **Review Tracking:**

Submitted By: //

Jay Parker

Engineering Manager

Approved By:



# TAHOE-TRUCKEE SANITATION AGENCY ENGINEERING DEPARTMENT REPORT

**Date:** April 15, 2020

**To:** Board of Directors

**From:** Jay Parker, Engineering Manager

**Subject:** Engineering Report

- **Projects:** In the month of March, Engineering staff continued working on the following projects:
  - Digital Scanning of Sewer Lines
  - Headworks Improvements Project
  - Master Sewer Plan
  - 2020 Plant Painting Project
  - 2020 Corten Wall Additions Project
  - 2020 Administration Building Remodel
  - Equipment/Vehicle Warehouse

### **♦ Work Orders**

- Engineering:
  - Completed this month: 0
  - Pending: 0
- Safety:
  - Completed this month: 0
  - Pending: 5

### **Review Tracking:**

Submitted By: Jay Parker

Engineering Manager

Approved By:

General Manager

LaRue Griffin



## TAHOE-TRUCKEE SANITATION AGENCY IT DEPARTMENT REPORT

**Date:** March 18, 2020

**To:** Board of Directors

**From:** Bob Gray, IT Department Manager

**Subject:** Information Technology (IT) Report

- T-TSA Plant Information System (PIS)
  - o Integration with SIS and SCADA ongoing
  - o Job Hazard Analysis (JHA) Safety Permit Portal
    - Final testing being performed on PIS server
    - Writing use/training documentation
- SCADA HMI Virtual Machine Development and Software Upgrade
  - o Virtual Machine (SCADAMAIN10)
    - Current tagname server application loaded and running
  - o Virtual Machine (SCADAMAIN11B)
    - Wonderware software ready for Application Server development
- SCADA Developments
  - Replacement of Remote IO Racks in building 80 (BNR Influent Pump Station) due to rodent nesting
    - Equipment on order waiting on backorder stock
- Computer Hardware Upgrades
  - o New PCs for warehouse and IE tech workstation
  - o Installed and in use
- BNR Blower Cabinet Environment Monitoring and Logging
  - o PLC Installed in Blower 8 Cabinet
  - o PLC Installed in Blower 5 Cabinet
  - o Differential pressure and cabinet temperature sensors are connected into PLC
  - o Ready to bring into SCADA
- Buildout of PLC Test Rack in AWT Panel
  - o Equipment rack mounted and installed in cabinet
  - Network configured
  - o 2 Test PLCs mounted and in operation
- Remounting of PLC and Network Rack in CCT 53 to Provide Access to IO
  - o Designing and assessing equipment needs
- Power Distribution System and Monitoring for TTSA Server Room
  - o Equipment specified and on order
- Hiring New IT Specialist
  - o Filtering candidates for preliminary phone interviews (11 responders)

•

• Work Orders

o Completed in Feb-Mar.: 22

o Outstanding: 105

Submitted By:

Robert Gray

IT Department Manger

Approved By:



New Online JHA Safety Web Interface

General Reporting Page

			PPE Jo	Appendix A b Hazard Analysis		Feet, / Legs	Arkles &	[] [] []	Falingholing has Sipperylant surf Chemical exposu Exposed electrics	nce re		11		rubber ction ()	boofs/covers leg guards, chaps, long	injuries for substance actions or year the	om ele es, fulli r who v sporce	se work activities expose frem to foot chical hazards, hot, conceive, polsonous ng objects, crushing or penetrating work in abnormally wet localipons must risks foot protection as detailed in the d Analysis.
Equipment/Maci	hinary:	M31000BLDG Is	sue Date	2020-02-19 09:30:23.632	- Additional Employees			11	Unstable/uneven	work a	urfaces							
Job Task(s):		Cleaning Heat exchanger Jo	b Site:	31	- Billy Martin			[X]	Hostile animals (	i.g. and	kes)		Pall restra					
Work Order:		0			- Carly marsin			11	Outs/ampulations	(chair	IIAI)			shoes	(Mandatory)			
Assessed By:		BRANDON DIMOND						lii-	Fall from heights			[1]	Other:					
Part Of Body		Potential Hazard		Required PPE	Conditions			11	Other:									
Head	[]	Faling object	11	Hard hat - No risk of electrical contact (ANSI	Employee working in locations where there is a risk of	Respir	rator	L)	Exposure to dust	mist or	other particulates	[]	Voluntary	use no	ulsance dust mask (below	See work	specifi	ic respiratory protection guidelines at the
	[]	Bump against fixed object	١.,	Type A,B,C,D,E,G)	receiving head injuries from flying or falling objects and/or electrical shock and burns must wear an	System	m	lii -	Welding fumes				PEL)			safety cal	binet.	
	[ ]	Electric shock	[1]	Hard hat - Risk of electrical contact < 600V (ANSI Type A, B,D,E,G)	approved protective helmet.			lii.	Asbestos			11	Airpurityis	ng reag	pirator with proper cartridges			
	11	Moving/rotating objects	1.1	Hard hat - Risk of electrical contact >= 600V (ANSI Type B.E)				1::	Pesticides			11	Self-conta	ined B	reathing Apparatus (SCBA)			
	[]	Other:	ln.	Bump cap				1				lii	Life yest o	r fall p	ratection			
			lii	Scalp and/or hair protection (e.g. hair net or				1!!	Paint spray			ti	Life ring &	wagine	d at ponds where drowning			
			l	soft cap)				[1]	Chemical aeroso			l	hazard ee	ate - n	not to exceed 200 feet)			
			111	Other:				[1]	Exposure to toxic	Ben/A	pat/pathogens)	11	Life raft/sk	df (nec	guired at ponds where			
Eyes	[]	Impact-flying objects, chips, sand, grinding materials or dirt	[X]	Safety glasses with side shields Safety glasses without side shields	Employees must use appropriate eye and face protection when exposed to hazards from flying objects			[1]	Drowning				drowning	recurs	d exists	l		
	[]	Nulsance dust	[]	Goggles-impact	or particles turnes, chemicals, acids or caustic liquids, chemical gases or vapors, dust, particulates, potentially			111	Other:			[1]	Other:					
	[ ]	Arc welding	lii	Goggles-chemical splash	injurious light radiation, or other hazards potentially hazardous to the eyes and/or tace.													
	[]	Gas welding Cutting/brazing/soldering	11	Goggles-dust tighht			[] Electri	cal Sale	ity Program Apper	ndix A	completed for Arc F	Flash and	Shock Pr	otecă	on PPE			
	11	Hot sparks	1.1	Face shield		_		_		_			_	_		_	_	
	ii	Sun exposure/glare/high intense light	[1]	Welding goggles/helmets/face and side shields				CCT		Щ.	SHS		_		AWT/BNR	_		UCREW
	11	Laser operations	[X]	value		[1]	Carrying	Composit	Juga for delivery	11	Blowdown boilers			$\Box$	Blowdown boilers		11	Clean Fine Filter Screens
	[]	Punctures	1.1	Shaded safety glasses		[1]	Cleaning	Bathroom		[1]	Changing polymer to	tes.		11	Carrying Composite Jugs for de	divery	[1]	Clean Line Silvery Tank
	[]	Chemical-splashing liquid	[X]	value		11	Drain Cor	den sate a	Cánd stage	111	Cleaning Bathroom			11	Cleaning Buthroom		11	Clean Vactor Pad
	[ ]	Chemical-initating mists	1.1	Other:		11	Bush Lin	м.		iii	Dump Rag and Grit to	ina	_	11	Flush Lines	$\overline{}$	111	Flush Lines
	[X]	Pathogens Arc flash				111	Grab Che		Complex	111	Flush Lines		_		Grab SNR Samples	$\overline{}$	100	Hose Ballast Pands
	[]	Other:				-	_			-			_			_	н.	
Face, Neck &	11	Impact-flying objects, chips, sand, grinding	11	Face shield	Employees must use appropriate eye and face	11	Grab Miss			П			—	_	Grab Final Efficent Sample	_	11	Miscellaneous hosing - fire hose
Outer Ears		materials or diff	11	Full-brim hardhatfull-brim hat	protection when exposed to hazards from flying objects or particles, turnes, chemicals, acids or caustic liquids,	П	_	_	nt Samples	Ш	Grab Digester Studg	_		П	Miscellaneous hosing - fire hos	$\overline{}$	ш	Miscellaneous hosing - garden hose
	11	Sun exposure	[X]	value	chemical gases or vapors, dust, particulates, potentially injurious light radiation, or other hazards potentially	П	_		er Samples	Ш	Grab Primary Studge				Miscellaneous hosing - garden	hose	ш	Open/Ciceo Valves
	[]	Laser operations Punctures	1.1	Full-face respirator	hexardous to the eyes and/or face.	1.1	Grab Sec	ondary Co	re Samples	11	Grab TWAS studge o	ampio		11	Mopping Rooms		11	Open/cices Gates
	ii	Chemical-splashing liquid	[1]	Other:		ш	Grab Sec	ondary Et	Burnt Samples	ш	Grab centrifuge same	ples		11	OperaClose Valves		ш	Organize/Clean Tools and Equipment
	11	Chemical-initiating mixts				[]	Grab Strip	ger 15 ft	Core Sample	11	Hosing off feed tank	reiser blade	4	$\Pi$	Operations Gates		11	Pick up trash/empty trash cans
	11	Pathogens				[1]	Grab Strip	ger Över	lov Samples	[1]	Lime Sillo levels			11	Organize work area	$\neg$	[1]	Repair Hoses
	11	Other:	_			[]	Hose DO	probes		11	Miscellaneous hosin	g - fire hose		11	Pick up trashingsty trash cans		11	Restock Supplies
EarsHearing	[]	Noise exposures may exceed the DSHA allowable limit of an 8-hour TWA of 85dBA or	[1]	Ear pluga/Earmutis	See Safety Officer for noise evaluations.	11	Heasure	Cheers Clay	itior Sludge Depth	11	Miscellaneous hosin	a - garden h	000	11	Turn equimpent on/off or reset	$\overline{}$	11	Snow Removal
		more	_			111	-		udge Levels	111			_	٠.,	(Fumps, misers, blowers, etc.)		111	Trouble shoot pumps
Hands & Arm	[]	Outsipunctures/scrapes Extreme heat/cold	11	Gloves abrasion/cut & puncture resistant Gloves insulated-cold	Hand protection must be worn when employee's work esposes them to unusual and escessive esposures to	H				H							H	
	[]	Extreme heat/cold Electrical shock/arc flash	10	Gérves insulated-cold Gérves insulated-heat	cuts sever abrasions, punctures, chemcial burns, thennal burns, harmful temperature extremes or harmful	11	Depth	many Cl	wifer Siudge	H	Open/close Gates		-				L	Turn equirepent coloff or reset (Pumps, mixers, blowers, etc.)
	11	Chemical exposure	lii	Gloves chemical resistant	physical or chemical agents.	[]	Heasure	incondury	Shudge Depths	-								
	11	Amputation Vibration	[X]	Gloves disposable		[1]	Heasure	itripper Si	ludge Depth	Ш	Organize work area							
	11	Power tools	Ü	Gloves general purpose		1.1	Hopping	Figure		П	Pick up trash/empty							
	[X]	Pathogens	1.1	Gloves welding		11	Hove Reg		Dina	ш	Scraping filter press							
	[]	Other:	[]	Gloves electrical insulating Sleeve protectors/ong sleeves		11	OpenYtio			11								
			L	Sieeve protectors/ong sieeves Other:		100	Open/dis			11	Turn equimpent on/o Pumps, mixers, blor	of or reset						
Torso/body	[]	Flying objects	ti	Chemical apron	Employees whose work activities expose their torso or	111	_		trash cans	11	Unplugging line tran							
	11	Sparka/slag	ii.	Chemical protective coveralls	parts of their body (not otherwise protected) will wear the	111	_		n Pits and Valving	111								
	[]	Extreme heat/cold	1.1	General purpose coveralts	appropriate type of torso/body protection as detailed in the PPE Job Hazard Analysis.	11	_				1							
	[ ]	Electrical shock	1.1	Welding chaps		11	_		alroth Pits		1							
	[ ]	Sharp or rough edges Inclement weather	11	Lab cost		Ш			Bins to level		1							
	[]	Inclement weather Traffic hazards	[1]	Jacket with thermal layer Cooling year		U	Reset Box	en/Flore			1							
	11	Other:	Iii	Rain pear		U	Thickene	Sludge L	oveis		1							
			lii -	High visibility rainwean/vest		[1	Turn equi	ngent on	off or reset		1							
			ii	Static control costs/coversil		1	(Pumps, r	noers, bio	www.dc.)								$\vdash$	
			H	Other:														

Printable PDF Report



## TAHOE-TRUCKEE SANITATION AGENCY IT DEPARTMENT REPORT

**Date:** April 15, 2020

**To:** Board of Directors

**From:** Bob Gray, IT Department Manager

**Subject:** Information Technology (IT) Report

- T-TSA Plant Information System (PIS)
  - o Integration with SIS and SCADA ongoing
  - o Job Hazard Analysis (JHA) Safety Permit Portal
    - Final testing being performed on PIS server
    - Writing use/training documentation
- SCADA HMI Virtual Machine Development and Software Upgrade
  - o Virtual Machine (SCADAMAIN10)
    - Current tagname server application loaded and running
  - Virtual Machine (SCADAMAIN11B)
    - Wonderware software ready for Application Server development
- SCADA Developments
  - Replacement of Remote IO Racks in building 80 (BNR Influent Pump Station) due to rodent nesting
- BNR Blower Cabinet Environment Monitoring and Logging -- PAUSED
  - PLC Installed in Blower 8 Cabinet
  - o PLC Installed in Blower 5 Cabinet
  - o Differential pressure and cabinet temperature sensors are connected into PLC
  - o Ready to bring into SCADA
- Buildout of PLC Test Rack in AWT Panel
  - o Equipment rack mounted and installed in cabinet
  - o Network configured
  - o 2 Test PLCs mounted and in operation
- Remounting of PLC and Network Rack in CCT 53 to Provide Access to IO -- PAUSED
  - o Designing and assessing equipment needs
- Power Distribution System and Monitoring for TTSA Server Room
  - o Equipment has arrived and will install after normal staffing resumes
- Hiring New IT Specialist
  - o Filtering candidates for preliminary phone interviews (11 responders) -- PAUSED
- COVID-19 IT Response
  - o Configuring existing laptops for remote use
  - o Ordered and configuring new laptops for remote use
  - o Configuring and adding accounts for GoToMeeting for teleconferencing
  - o Training on remote access and teleconferencing

• Work Orders

Completed in Mar-Apr.: 22Outstanding: 110

Submitted By:

IT Department Manger

Approved By:



### TAHOE-TRUCKEE SANITATION AGENCY ADMINISTRATIVE DEPARTMENT REPORT

Date: March 18, 2020

To: **Board of Directors** 

From: Roshelle Chavez, Administrative Manager

**Subject:** Administrative Report

### Accounting

- Completed monthly A/P, A/R, payroll, general ledger processes, and bank reconciliations.
- Finalized Annual Financial Audit with adjusting journal entries.
- Continued Caselle Implementation on the Payroll, Accounts Payable, and General Ledger modules.

### Billing/Customer Service

- General assistance with customer accounts, adjustments, and plan review.
- Performed inspections and prepared associated letters, reports and invoices.
- Continued Implementation on Utility Billing Module and additional updates.
- Printed and mailed direct bill delinquency billing invoices.

#### **Purchasing**

- Coordinated purchase of plant O&M supplies and performed various tasks to assist the department.
- Coordinated with all departments regarding Agency contracts and bids.
- Began Caselle Implementation for Requisitions and Purchase Orders.

#### General Administration

- Participated in initial meeting and discussion regarding Agency Core Values.
- Participated in meetings and discussion regarding the 2020 Administration Office Remodel.
- Participated in meetings and discussion regarding the Agency Organizational Assessment.
- Performed various administrative duties to assist GM and Board of Directors.
- Performed miscellaneous public records requests.

### **Review Tracking**

Submitted By:

Roshelle Chavez

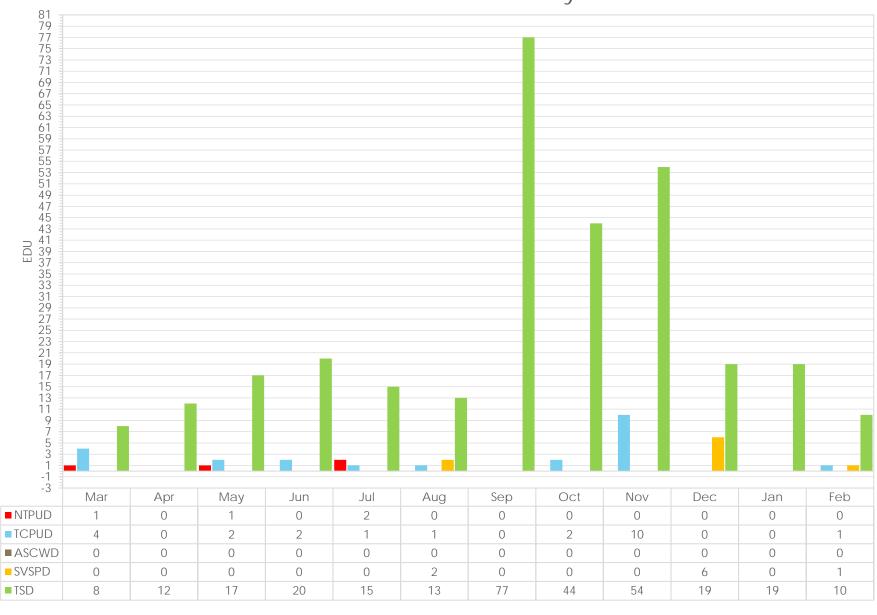
Administrative Services Manager

Approved By:

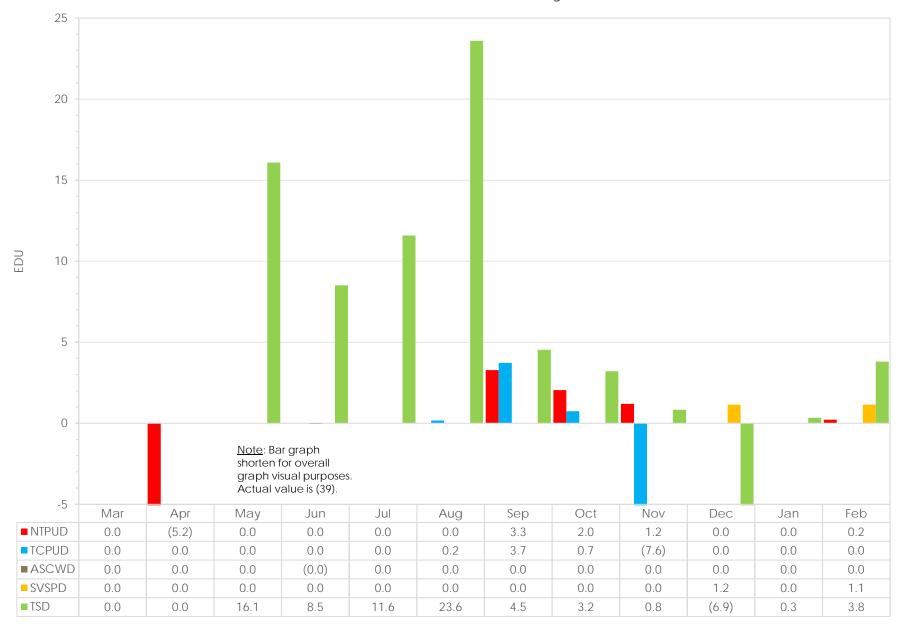
CONNECTION FEES - FEBRUARY 2020										
Connection Fee Type	MTD Count (#)	MTD Total Ft <sup>2</sup>	N	/ITD Total \$	YTD Count (#)	YTD Total Ft <sup>2</sup>		YTD Total \$		
Residential	14	31,176	\$	75,558.00	180	352,326	\$	884,584.50		
Residential Ft <sup>2</sup> Additions	0	0	\$	-	18	28,580	\$	50,015.00		
Residential Ft <sup>2</sup> Additions - Exempt	0	0		N/A	7	1,703		N/A		
Accessory Dwelling Unit (ADU)	0	0	\$		3	2,137	\$	8,239.75		
Accessory Dwelling Unit (ADU) - Exempt	0	0		N/A	0	0		N/A		
Commercial	2	N/A	\$	12,925.00	30	N/A	\$	203,175.00		
Industrial	0	N/A	\$	1	0	N/A	\$	•		
Grand Total	16	31,176	\$	88,483.00	238	384,746	\$	1,146,014.25		

INSPECTIONS - FEBRUARY 2020											
Inspection Type MTD Count # MTD Total YTD Count # YTD Total											
Commercial	17	17	217	254							
Residential (Drive-by of Suspended Accounts)	0	17	37	254							

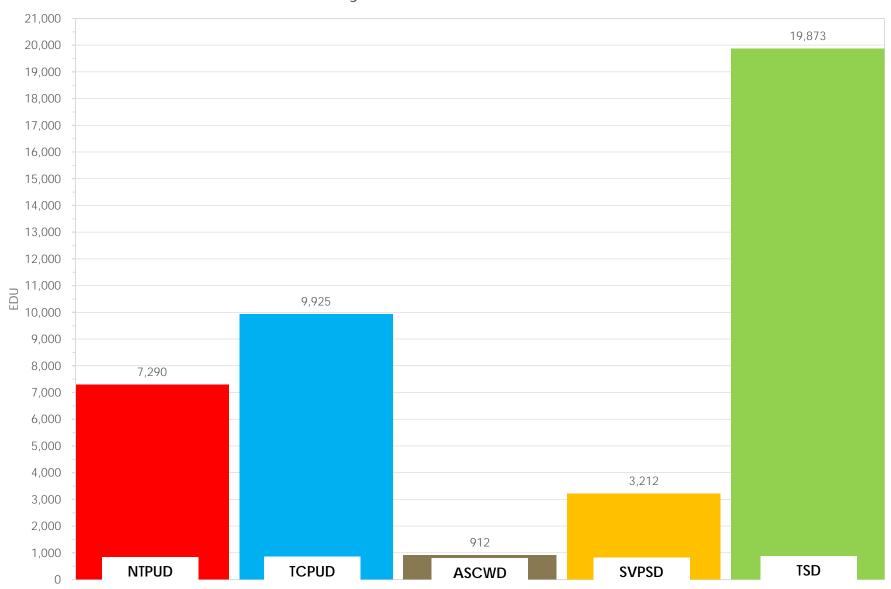
### Residential EDU Summary



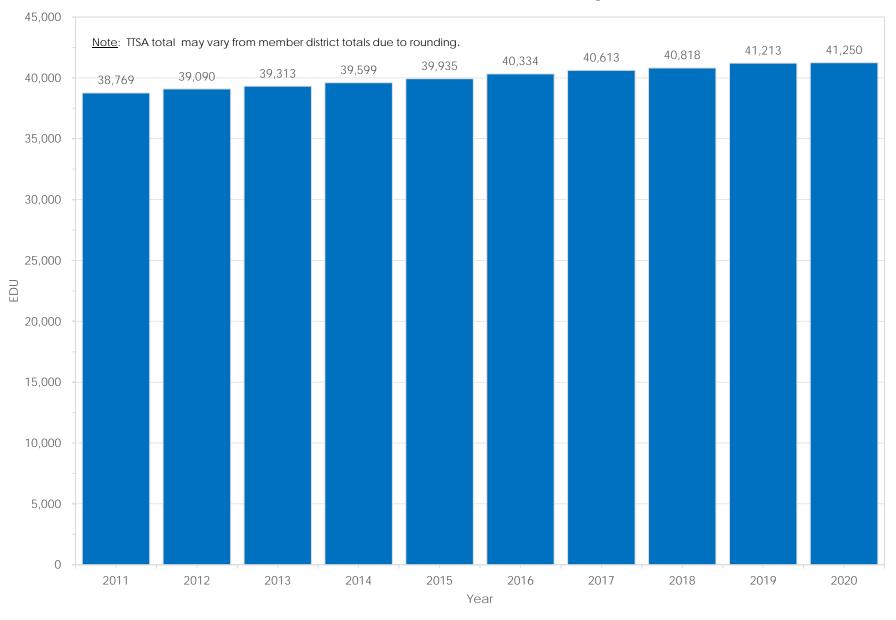
### Other EDU Summary



### Current EDU Summary By Member District



### Historical TTSA EDU Summary





# TAHOE-TRUCKEE SANITATION AGENCY ADMINISTRATIVE DEPARTMENT REPORT

**Date:** April 15, 2020

**To:** Board of Directors

From: Roshelle Chavez, Administrative Manager

**Subject:** Administrative Report

### Accounting

- Completed monthly A/P, A/R, payroll, general ledger processes, and bank reconciliations.
- Continued Caselle Implementation within multiple modules.
- Continued progress with Nat Pay program for Agency staff to view electronic paystubs and W-2's to be live by the end of April.
- Preparing for Agency change to Bi-Weekly payroll beginning April 1st.

### Billing/Customer Service

- General assistance with customer accounts, adjustments, and plan review.
- Activated new accounts and prepared associated letters, reports and invoices.
- Continued Implementation on Utility Billing Module and additional updates.

#### **Purchasing**

- Coordinated purchase of plant O&M supplies and performed various administrative tasks to assist the department.
- Coordinated with all departments regarding Agency contracts and bids.
- Began Caselle Implementation for Requisitions and Purchase Orders.

#### General Administration

- Prepared and implemented COVID-19 Mitigation schedule for Administrative staff to telecommute until further notice.
- Participated in CSRMA COVID-19 Exposure Control Plans and Employee Training Webinar.
- Participated in meetings and discussions regarding Agency Core Values.
- Performed various administrative duties to assist GM and Board of Directors.
- Performed miscellaneous public records requests.

### **Review Tracking**

Submitted By:

Roshelle Chayez

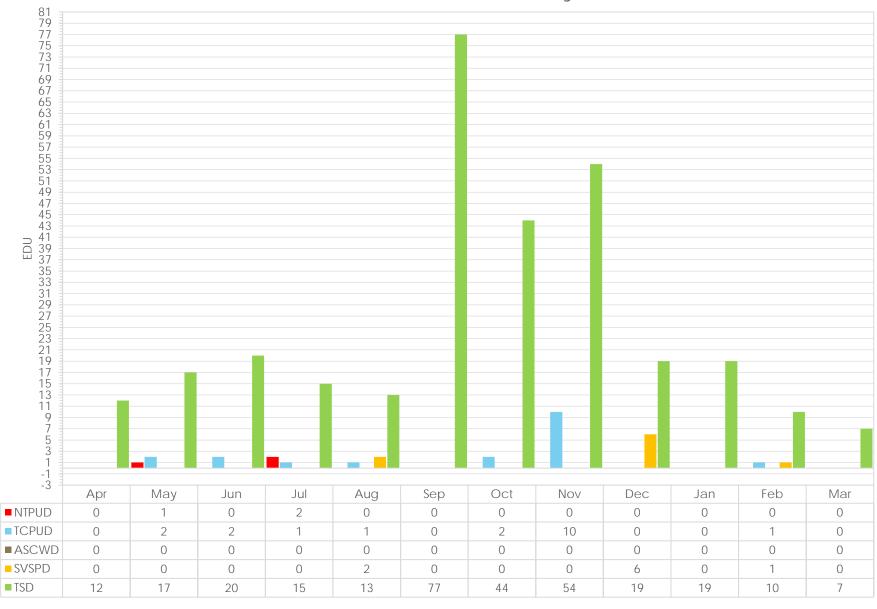
Administrative Services Manager

Approved By:

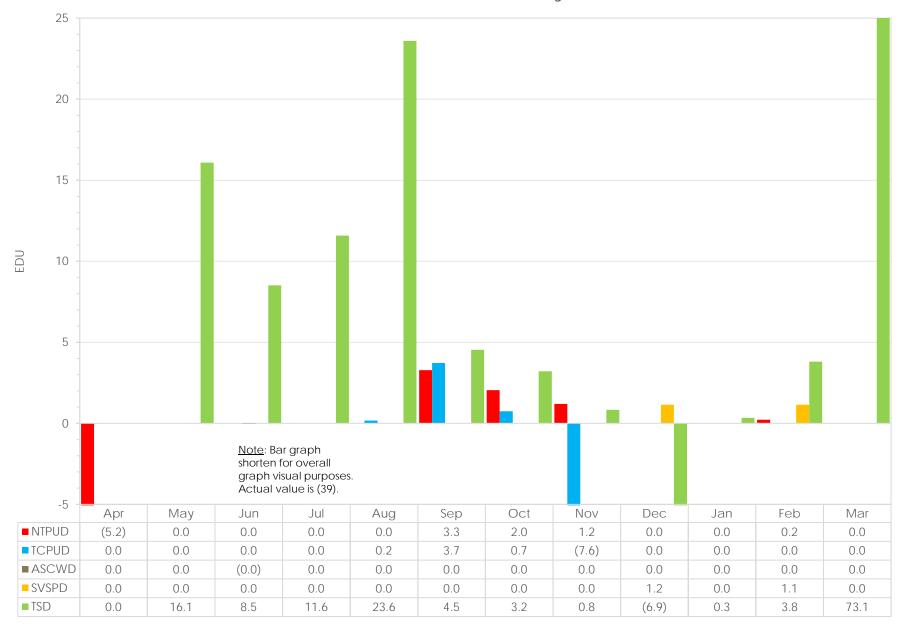
CONNECTION FEES - MARCH 2020										
Connection Fee Type	MTD Count (#)	MTD Total Ft <sup>2</sup>	ı	MTD Total \$	YTD Count (#)	YTD Total Ft <sup>2</sup>		YTD Total \$		
Residential	1	2,082	\$	3,643.50	181	354,408	\$	888,228.00		
Residential Ft <sup>2</sup> Additions	0	0	\$	-	18	28,580	\$	50,015.00		
Residential Ft <sup>2</sup> Additions - Exempt	0	0		N/A	7	1,703		N/A		
Accessory Dwelling Unit (ADU)	0	0	\$	-	3	2,137	\$	8,239.75		
Accessory Dwelling Unit (ADU) - Exempt	0	0		N/A	0	0		N/A		
Commercial	0	N/A	\$	-	30	N/A	\$	203,175.00		
Industrial	0	N/A	\$	-	0	N/A	\$	-		
Grand Total	1	2,082	\$	3,643.50	239	386,828	\$	1,149,657.75		

INSPECTIONS - MARCH 2020										
Inspection Type	MTD Count #	MTD Total	YTD Count #	YTD Total						
Commercial	1	1	218	255						
Residential (Drive-by of Suspended Accounts)	0	1	37	255						

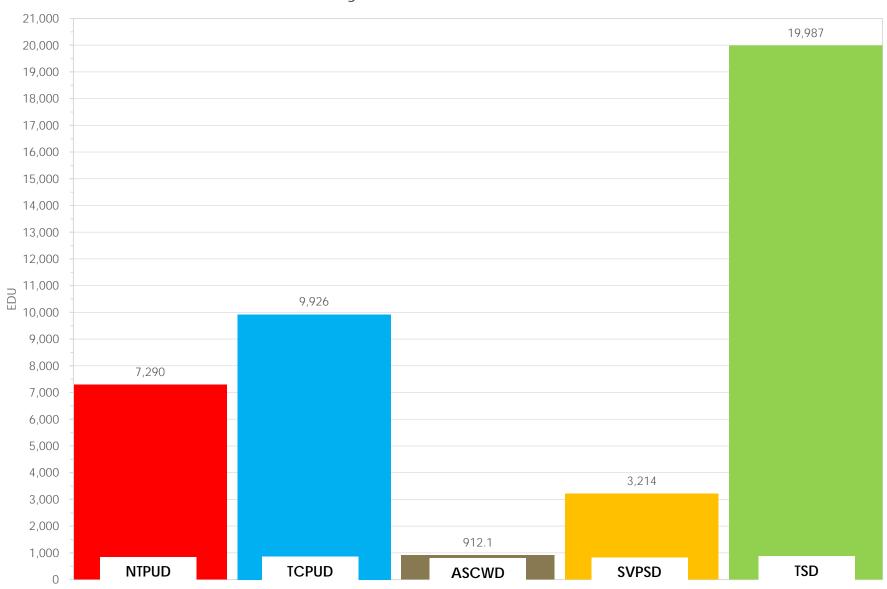
### Residential EDU Summary



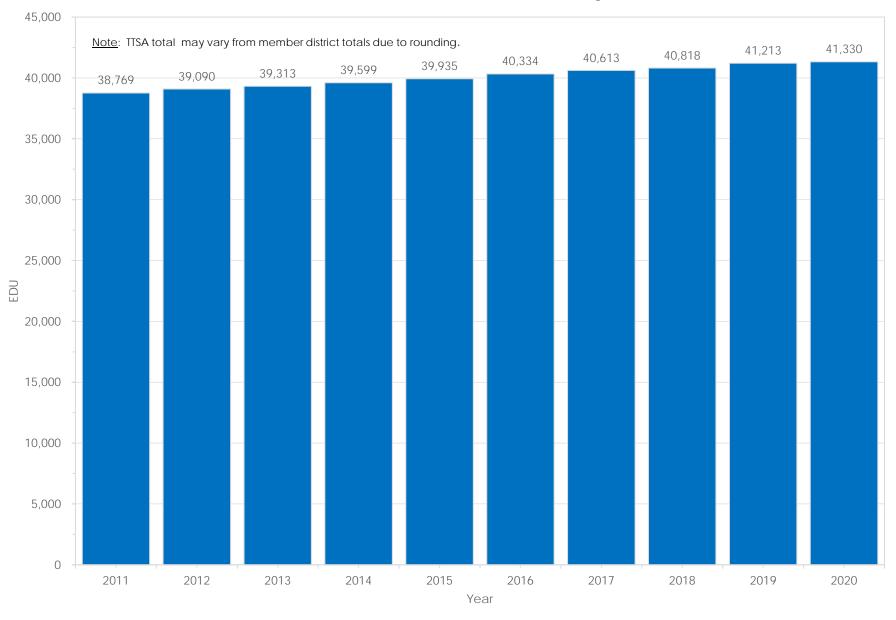
### Other EDU Summary



### Current EDU Summary By Member District



### Historical TTSA EDU Summary





# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

**From:** LaRue Griffin, General Manager

Item: VI-2

**Subject:** General Manager Report

### **Continuing Projects/Work**

- Management and staff continued to investigate options to become more efficient.
- Management and staff continued implementation of the new software programs.
- Management and staff continued progress on CIP projects.
- Management and staff continued leadership training.

### Past Month Projects/Work

- Management and staff met with the ad hoc committee to review the updated employee handbook.
- Management and staff solicited staff feedback on the updated employee handbook.
- Management and staff finalized the updated employee handbook.
- Management finalized the resolution for the employer-employee relations (EER).
- Management held an all staff meeting to discuss the EER and updated employee handbook.
- Staff provided a plant tour to staff and directors of the Squaw Valley Public Service District.
- Management and staff started the training and creation of "CORE VALUES" to be implemented in the Agency culture and annual employee evaluation.
- Management met with Carollo Engineers to discuss the organizational assessment.
- Management implemented a COVID-19 plan:
  - o Closed Agency to public.
  - o Amended staff schedules to allow telecommuting, rotating shifts and increased staff isolation/separation while at work.
  - o Attended teleconference meetings to include Placer County, North Lake Tahoe Resort Association, CSRMA, Area Manager, and District Managers.
- Management and staff commenced preparation of FY 20/21 annual budget.

### **Review Tracking**

Submitted By:



# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

**From:** LaRue Griffin, General Manager

Item: VII

**Subject:** Board of Director Comment

### **Background**

Opportunity for directors to ask questions for clarification, make brief announcements and reports, provide information to staff, request staff to report back on a matter, or direct staff to place a matter on a subsequent agenda.



# TAHOE-TRUCKEE SANITATION AGENCY MEMORANDUM

**Date:** April 15, 2020

**To:** Board of Directors

From: LaRue Griffin, General Manager

Item: VIII

**Subject:** Closed Session

- 1. Closed session conference with legal counsel for existing litigation (Government Code section 54956.9(d)(1)) P. Fay v. TTSA.
- 2. Closed session conference with legal counsel for existing administrative proceeding (Government Code section 54956.9(d)(1)) International Brotherhood of Electrical Workers, Local 1245 v. Agency (PERB Case No. SA-CE-1017-M).
- 3. Closed session to hear complaints or charges brought against an employee by another person.