



OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT I-1
38 Pages

FIRE DEPARTMENT MEMORANDUM OF UNDERSTANDING

DATE: June 25, 2024

TO: District Board Members

FROM: Charley Miller, General Manager; Jessica Grunst, Account Clerk II and HR Specialist

SUBJECT: Authorize Execution of Fire Department MOU 2024- 2028

BACKGROUND: The Olympic Valley Public Service District (District) recognizes the International Union of Operating Engineers, Stationary Engineers, Local 39 (Union) as the negotiating agent for certain personnel employed by the District and has reached agreement on certain benefit proposals which are reflected in a Memorandum of Understanding (MOU) agreement. The attached MOU sets out the proposed agreement which will be effective July 1, 2024 – June 30, 2028.

DISCUSSION: The District has been in negotiations with the Union regarding the Fire Department MOU, which the Union members recently ratified. Both parties provided several proposals and counterproposals, resulting in mutual agreement on most terms. Below is a summary of the key point of the agreement:

- **Four-year term:** The MOU will be in effect from July 1, 2024 to June 30, 2028
- **10% Equity Adjustment:** Effective July 13, 2024, all covered employees will receive a 10% equity adjustment.
- **Cost of Living Allowance (COLA):** for fiscal years 2025, 2026, and 2027, employees will receive an annual COLA based on Consumer Price Index (CPI), with a minimum of 2% and a maximum of 5%.
- **Uniform Allowance Taxation:** Employee will be taxed on \$15.00 of uniform allowance per pay period.
- **Temporary Upgrade Pay:** Employees will earn temporary pay hour for hour worked in a higher classification.
- **Shift Bid Procedures:** Shift assignments will be based on seniority.
- **Annual Wellness and Fitness Program:** An annual wellness and fitness program will be implemented to promote the health and well-being of employees.

ALTERNATIVES: 1. Adopt Resolution 2024-20 authorizing the execution of the Memorandum of Understanding between the Olympic Valley Public Service District and IUOE, Stationary Engineers, Local 39 representing the Fire Department Personnel for July 1, 2024 – June 30, 2028.

2. Do not adopt Resolution 2024-20.

FISCAL/RESOURCE IMPACTS: By adopting the resolution the Board is securing a 4-year contract that the District can afford, while supporting the well-being and effectiveness of the fire department personnel.

RECOMMENDATION: Adopt Resolution 2024-20 authorizing the execution of the Memorandum of Understanding.

ATTACHMENTS: Resolution 2024-20
Memorandum of Understanding between the Olympic Valley Public Service District and IUOE, Stationary Engineers, Local 39 representing the Fire Department Personnel for July 1, 2024 – June 20, 2028 (MOU) – Clean Version
MOU – Redlined Version

DATE PREPARED: June 21, 2024



MEMORANDUM OF UNDERSTANDING

Between

**OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
and
IUOE, STATIONARY ENGINEERS, LOCAL 39
REPRESENTING THE
FIRE DEPARTMENT PERSONNEL**

JULY 1, 2024 THROUGH JUNE 30, 2028

ARTICLE I RECOGNITION AND COVERAGE

- 1.01 This Memorandum of Understanding (hereinafter MOU) entered into by the Olympic Valley Public Service District (hereinafter referred to as District) and the International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious labor relations between the District and the Union, establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay and all other conditions of employment.
- 1.02 Issues not discussed in this document shall be governed by the latest version of the District's Personnel Policies & Procedures Manual and Policy Manual.
- 1.03 Pursuant to State law, the District recognizes the Union as the exclusive negotiating agent for the regular, full-time Fire Department Personnel employed by the District in the following classifications or subsequent name changes thereto: Fire Captain, Fire Engineer, Firefighter and no others. Nothing in this article shall preclude an employee from exercising his/her individual rights under State law.

ARTICLE II RULES AND REGULATIONS

- 2.01 The District retains the right to make reasonable rules and regulations, not in conflict with this MOU, the Personnel Policies, and Procedures Manual and the Policy Manual, which the District may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations of the District services. The District shall meet and confer with the Union in good faith and both parties will be required to mutually agree prior to any changes to the District's Personnel Policies and Procedures Manual and the Policy Manual that affect wages, hours, working conditions and benefits. Failure to agree before implementation of any changes will result in a violation of this MOU, and a grievance may be filed.

ARTICLE III TERM OF AGREEMENT

- 3.01 The term of this Agreement shall be for a period of four years commencing on July 1, 2024, and expiring at 11:59 p.m. on June 30, 2028.
- 3.02 Not less than 60, nor more than 90, days prior to the expiration of this Agreement, the Union shall present in writing to the District its proposals for its intent to amend this Agreement or in the alternative serve its notice of intention to terminate this Agreement. Failure to provide such notice shall cause this Agreement to automatically renew for a period of one year commencing on its expiration date and shall renew annually thereafter until such notice is properly given.

- 3.03 In the event negotiations to amend the Agreement commence pursuant to notice given in accordance with 15.02, this Agreement will remain in effect until a new amended Agreement is reached. If after a reasonable period of time, representatives of the District and the Union fail to reach agreement, the District and the Union together may agree upon the appointment of a mediator mutually agreeable to the parties from the California State Mediation and Conciliation within the Public Employees Relations Board. Costs of mediation shall be divided one-half to the District and one-half to the Union.
- 3.04 This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto.
- 3.05 This Agreement supersedes all previous Agreements with respect to articles shown herein.

ARTICLE IV MANAGEMENT RIGHTS

- 4.01 The Board of Directors retains the exclusive right to manage the District and carry out its constitutional and statutory functions and responsibilities. Nothing contained in this MOU shall be construed to require the District to meet and confer on matters that are solely a function of management.
- 4.02 Among the rights specifically retained by the District (although not intended as a complete list but only as some examples) are the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements determined by the District; to expand or diminish services; to subcontract any work or operations other than trained professional fire services; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.
- 4.03 On demand of the Union, the District shall meet and confer with the Union with respect to the effects, if any, upon the hours, wages and other terms and conditions of employment of employees that any decision the Directors render pursuant to the management rights set forth above might have.

ARTICLE V UNION REPRESENTATION

- 5.01 The District recognizes and agrees to deal with representatives of the Union on all matters relating to the interpretation, application, or enforcement of the express terms of this MOU and the hours wages and conditions of employment in the Personnel Policies and Procedures and Policy Manual. The Shop Stewards shall also act as safety representatives, and the District agrees to comply with all Federal and State safety policies and directives.

- 5.02 The Union shall furnish the District with a list of all Shop Stewards immediately after their designation. Shop Stewards will not be recognized by the District until such a list is received by the District's General Manager.
- 5.03 It shall be the responsibility of all Stop Stewards to discuss first with their immediate supervisor any question regarding interpretation or application of this Agreement.
- 5.04 At the request of the Union, a Steward may be allowed reasonable time off without loss of pay to represent the Union in meetings with representatives of the District. Such time off shall be subject to prior notification and approval as provided above.

ARTICLE VI UNION RIGHTS

- 6.01 The Union has the right to represent its members before the Olympic Valley Public Service District Board or General Manager or his designee with regard to wages, hours and conditions of employment or other matters within the scope of representation. Employees represented by the Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and District policies, rules and regulations.
- 6.02 The Union shall have the following rights:
- A. Union Access
Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.
 - B. Bulletin Boards
Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting
 - C. Use of Facilities
The General Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of District facilities shall be unreasonably denied.
 - D. Duty of Fair Representation
The Union has a duty to provide fair and equal representation to all employees in all classes in the Unit whether or not they are members of Union, in accordance with Government Code Section 3500.

E. Union Dues and Initiation Fees

The Employer will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues based upon a uniform dues schedule from the pay of each employee.

Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the General Bargaining Unit represented by Union shall, authorize payroll deductions beginning the first pay period of the month of employment or assignment to General Bargaining Unit for the payment of dues owing from becoming a member of the Union .

The Union shall defend, indemnify and hold the District harmless against any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken by the District under this article.

F. New Hire Orientation

The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

G. Federal PAC Contributions

The District will deduct \$_____ (as determined by the Local 39 member) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the District for the costs of such administration.

H. Maintenance in Membership

The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee

may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement.

I. Written Notice

The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

J. Reasonable Access

Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the District or established safety or security requirements.

ARTICLE VII PAYMENT OF SALARY

7.01 Positions and salary steps are set forth in Appendix "A," Salary Schedule. All unit classifications shall be increased by 10%. The Salary Schedule is effective July 13, 2024.

7.02 The pay period for all employees shall be based on a bi-weekly period.

7.03 A salary survey, using Lake Valley Fire Protection District, Tahoe Douglas Fire Protection District, North Tahoe Fire Protection District, El Dorado Hills Fire Department, Northstar Fire Department, Sacramento Metropolitan Fire Department , and North Lake Tahoe Fire Protection District shall be conducted as set forth below. The salary survey shall compare the range of the top step, BLS wages for the Firefighter, Fire Engineer, and Captain positions.

Between February 1 and March 31, 2028, the final year of this MOU, a salary survey will be conducted of the agencies listed above by the General Manager or designee, and be mutually agreed upon with the Union. The parties will meet and confer to determine the methodology of the survey.

7.04 Starting July 12, 2025, and annually thereafter, for the remaining years in the agreement, there shall be a Cost of Living Adjustment (COLA) equal to the average of two Urban Wage Earners and Clerical Workers Consumer Price Indices (U.S. All Items, 1982-84=100 – CWUR0000SA0 and San Francisco-Oakland-Hayward; All Items, 1982-84=100 – CWURS49BSA0) from February to February). The annual COLAs shall be a minimum of two percent (2%) and a maximum of four percent (4%) and shall be effective the first full pay period in July of 2025, 2026, and 2027.

- 7.05 Employees assigned by the Fire Chief to temporarily act in the capacity of a higher rank shall receive additional compensation for time worked in the higher rank, subject to the following:
- Compensation shall be a minimum of ten percent (10%) over the employee's current rate of pay and shall be based on the salary steps of the higher rank, but in no case will exceed the top step of the higher rank.
 - Additional compensation shall be paid in situations such as resignation, dismissal, disciplinary action, leave of absence, extended sick leave or work related injury.
- 7.06 Compensation provided in this Agreement shall be payment in full for all services rendered in a District position, except as noted in the latest version of the District's Personnel Policies & Procedures Manual and Policy Manual. No employee shall accept any other compensation for services performed in such position.

ARTICLE VIII PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

- 8.01 Each regular, full time employee will be eligible for a pension plan as administered by the Public Employees Retirement System per the contract between the Public Employees Retirement System and the District.
- 8.02 Classic Members Tier One: For employees who began their original tenure with the District prior to March 10, 2012, the District's pension plan is PERS 3.0% @ 50, One-Year Final Compensation.
- Classic Members Tier Two: For those employees who begin their original tenure with the District on or after March 10, 2012, the District's pension plan is PERS 3.0% @ 55, Three-Year Final Compensation.
- PEPRA New Members Tier: For those employees who begin their original tenure with the District on or after January 1, 2013, AND have no prior membership in any California Public Retirement System, or have had a break in service of greater than six months with another CalPERS employer or a California Public Retirement System that is subject to CalPERS reciprocity, the District's pension plan is 2.7% @ 57, Three-Year Final Compensation.
- 8.03 Classic Members Tier One: Employees shall pay 100% of the Employee Contribution Rate as indicated on the Annual CalPERS Actuarial Valuation (Rate Plan: 7803) for the applicable Fiscal Year, which is subject to change (e.g., the Employee Contribution Rate for FY 2016-17 is 9.0%).
- Classic Members Tier Two: Employees shall pay 100% of the Employee Contribution Rate as indicated on the Annual CalPERS Actuarial Valuation (Rate Plan: 23041) for the

applicable Fiscal Year, which is subject to change (e.g., the Employee Contribution Rate for FY 2016-17 is 9.0%).

PEPRA New Members Tier: Employees shall pay 100% of the Employee Contribution Rate as indicated on the Annual CalPERS Actuarial Valuation (Rate Plan: 25657) for the applicable Fiscal Year, which is subject to change (e.g., the Employee Contribution Rate for FY 2016-17 is 11.5%).

For all tiers, when there is discrepancy between the "Employee Contribution Rate" on the Annual CalPERS Actuarial Valuation and the "Employee Rate" used in CalPERS online reporting for payroll, the "Employee Rate" used in the online CalPERS reporting software will dictate.

ARTICLE IX HEALTH, DENTAL, VISION, AND LIFE INSURANCE PLAN

- 9.01 District shall make available to all eligible employees health, dental, vision, life, and accidental death and dismemberment (AD&D) insurance plans, in accordance with requirements, and at the level, established by the District Board of Directors.

One-hundred percent (100%) of the insurance premiums for health, dental, vision, life, and AD&D insurance charged by the individual insurance companies (adjusted in the event of change in family status) will be contributed to the Flexible Benefit Plan established by the District.

One-hundred percent (100%) of the District's portion will be available for use to apply to pay insurance premiums. However, between July 1, 2021 and December 31, 2021, the amount available as a Cash Benefit election in the Flexible Benefit Plan will be fifty percent (50%). Effective January 1, 2022, the amount available as a Health Reimbursement Account (HRA) Contribution election in the Flexible Benefit Plan will be fifty percent (50%).

- 9.02 Effective July 13, 2024, , a mandatory contribution of \$25.00 will be paid by both the District and the employee into the employee's Health Reimbursement Accounts (HRAs) every pay period remaining under this MOU.

ARTICLE X FITNESS MAINTENANCE & ASSESSMENT PROGRAM

- 10.01 Each employee shall maintain a level of physical fitness that meets or exceeds the physical job description for their job classification and will participate annually in a professional assessment of their physical conditioning provided by a practitioner of the District's choosing, at District expense.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.01 As agreed by District and employees, the following Glowing Standard will be followed by District and employees:

- Deliver District services with the utmost competence, professionalism, courtesy and kindness at every opportunity.
- Use every interaction with the community and visitors to demonstrate our commitment to customer service.
- Develop and maintain mutually beneficial and respectful relationships with the business community and allied agencies.
- Take pride in keeping our equipment, facilities and community spotless.
- Actively seek out ways to deliver new services and continuous improvement of existing services within the scope of our mandate.
- Treat both our customers and one another with dignity, fairness, and compassion at all times.
- Continue personal education and training to meet the changing dynamics of our community.

11.02 The bargaining unit agrees to be trained in and provide confined space entry rescue.

11.03 Effective July 13, 2024, the employee will be taxed on \$15.00 of uniform allowance per pay period.

11.04 Wellness and Fitness Program

A. Purpose and Scope:

The purpose of this policy is to establish the guidelines for the Wellness and Fitness Program that will assist members in developing greater stamina and strength, decreasing the risk of injury, disability or death from disease or injury, improving performance, increasing energy and recovering more quickly from strenuous and exhaustive work.

B. Policy:

It is the policy of the Fire Department that the wellness and fitness of its members is an organizational priority.

C. Medical Examinations:

All firefighting members should have an annual medical examination by a qualified health care professional but may include:

- Medical history
- Blood draw/analysis
- Vital signs
- Cardiovascular
- Pulmonary
- Gastrointestinal

- Genitourinary, hernia exam
- Lymph nodes exam
- Neurological exam
- Musculoskeletal
- Urinalysis
- Vision test
- Hearing
- Chest X-ray (initial baseline with repeat every five years or as required)
- Cancer screening

D. Fitness Evaluations:

All firefighting members should have an annual fitness evaluation consisting of an assessment questionnaire (developed by a qualified health care professional).

E. Immunization and Disease Screening:

All firefighting members should have an annual immunization and disease screening to ensure all recommended vaccinations against work-related exposures are current and that members are free from work-related disease. Specific vaccinations and diseases should be identified by a qualified medical professional but may include:

- Tuberculosis
- Hepatitis C
- Hepatitis B
- Tetanus/diphtheria vaccine (booster every 10 years)
- Measles, mumps, rubella (MMR)
- Polio
- Influenza
- H1N1
- HIV (optional)

11.05 Shift Bidding

Staffing on each shift shall be determined using Shift Bids. Each shift rotation will last 24 months, beginning the first pay period following November 1, 2024, and every 24 months thereafter. Shift bids will take place May 1, prior to the shift rotation ending/beginning.

Shift rotations shall alternate between Rotation 1 and Rotation 2, as outlined below. Captains shall not be subject to shift rotations and shall remain on their respective shifts.

If a vacancy occurs on a shift, the open position/s shall be filled through the Department's promotional or hiring process. The vacant positions shall be filled by the promoting or newly hired member/s.

The junior Captain shall coordinate the shift bids and shall submit a notice of forthcoming shifts and a shift rotation schedule, that minimizes shift disruptions and overtime, to the Fire Chief no later than June 1 following the conclusion of the shift bid process. Each member will have 48 hours to submit their bid. Members may submit their bid by proxy if so desired.

Rotation 1

Starting with the Engineer rank, each member shall conduct a shift bid with the most senior member in the rank having the first choice, and continuing to the least senior member in the rank. Upon completion of the Engineer rank, the Firefighter rank shall follow the same process.

Rotation 2

Starting with the Engineer rank, each member shall conduct a shift bid with the most senior member in the rank having the first choice of a shift which they are currently not on. This will continue to the least senior member in the rank. Upon completion of the Engineer rank, the Firefighter rank shall follow the same process.

Shifts are subject to change based on operational needs in the event of an unforeseen event/emergency.

ARTICLE XII DISCIPLINARY PROCEDURE

12.01 Letter of Reprimand

- A. Letters of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within five (5) working days to the General Manager or designee. The General Manager or designee will schedule a private meeting within five (5) working days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the General Manager or designee within five (5) working days of the meeting. This Section shall not be subject to the Grievance Procedure.
- B. Such letter will be withdrawn from an employee's official personnel file two (2) year from the date of issue provided there has not been additional formal discipline imposed during the two (2) year period.

12.02 Disciplinary Actions

- A. Regular employees may be disciplined for just cause only. Discipline shall include a suspension, demotion, in-grade salary reduction and discharge.
- B. If the Agency, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, it shall give the affected employee written notice of the intended disciplinary action, including the causes for the intended disciplinary action, the acts or omissions that constitute the causes of the

intended disciplinary action, the material upon which the action was based, and the effective date of the intended disciplinary action.

- C. The affected employee shall have the right to a pre-disciplinary review process (Skelly). The employee shall be given reasonable time from the notice of intent to take action in which to respond to the proposed disciplinary action. The reviewing officer shall make a recommendation to the General Manager or designee within five (5) working days of the meeting.
- D. The General Manager or designee shall consider the recommendations and issue a final written determination within five (5) working days. If discipline is imposed, the employee may appeal the action under Section 3 of this Article.
- E. If an individual employee covered by this Agreement files an appeal of discipline, and Local 39 does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of Local 39 in the appeal process pursuant to this Agreement, including but not limited to the cost of the arbitrator.

12.03 Appeal Hearing Procedure – Arbitration

After the Agency issues its final written determination, the employee or his/her representative may appeal the disciplinary action to arbitration as follows:

- A. Request for arbitration shall be made in writing to the General Manager or designee within ten (10) standard working days after the date of the General Manager's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of Seven (7) qualified arbitrators. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.
- B. The arbitrator shall render his/her decision no later than thirty (30) working days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the District, the Union and the employee. Copies of the decision will be furnished to all parties.
- C. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and

interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.

- D. The Agency and the employee, or their representative, each shall bear one half (1/2) the cost of the arbitrator. If either party requests a court report be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
- E. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

12.04 In-Lieu Discipline

By mutual agreement between the General Manager or designee and the employee, an employee suspended from duty without pay may forfeit accumulated PTO or other accumulated leave credits in lieu of the suspension. The Agency shall not deny use of accumulated leave credits in an attempt to persuade the employee to waive his/her appeal rights. If the suspension is reduced or reversed at the conclusion of the appeal process, the Agency shall reinstate the forfeited credits. This provision shall not be subject to the Grievance Procedure.

ARTICLE XIII GRIEVANCE PROCEDURE

13.01 Purpose

In order to establish a harmonious and cooperative relationship between the District and its employees, and to keep open channels of communication, it shall be the District's policy to provide for the settlement of differences through an orderly grievance procedure. It is the District's policy to assure its employees the right of access to this procedure in good faith, free from interference, restraint, coercion or reprisal. The procedure applies to all employees and Local 39 bargaining unit representatives of this MOU.

It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the District.

If the District does not meet the time limits, the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

13.02 Definition

- A. A grievance is a dispute between the District and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application or enforcement of the express terms of this MOU and the District's Personnel Policy.
- B. As used in this procedure, the term "Supervisor" means the individual to whom an employer has a direct reporting relationship.
- C. As used in this procedure, the term "party" means an employee, the Union, the District or their authorized representatives.
- D. As used in this procedure, the term "standard workdays" means "Monday through Friday," excluding holidays.

13.03 Procedure

Grievances will be processed in the following manner and within the stated time limits.

13.04 Informal Grievance

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's Supervisor or his/her designated representative within five (5) standard working days following the occurrence of events on which the grievance is based. The Supervisor shall give his/her answer within five (5) standard working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedents in any future Agreement interpretation.

13.05 Formal Grievance Step One

If the grievance is not resolved at the informal level, the grievant may present the grievance to the Human Resources Manager or designee in writing within ten (10) standard working days after the Supervisor's answer. The grievance shall be submitted in writing on the grievance form provided by the District. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable section of the Agreement asserted to have been violated and the remedy or correction requested of the District. The written grievance must be dated and signed by the grievant or Union representative. The Manager of Human Resources or designee shall meet with the aggrieved employee and/or the Union representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the matter. The Manager of Human Resources or designee shall respond in writing within ten (10) standard working days after the grievance meeting.

13.06 Formal Grievance Step Two

If the grievance is not satisfactorily resolved at Formal Step 1, the written grievance may be presented to the General Manager or designee within ten (10) standard working days after receipt of the Manager of Human Resources' or designee's written answer. The

General Manager or designee shall meet with the aggrieved employee, or group of employees, and/or the Union Representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The General Manager or designee shall render a written decision on the grievance to the Union within ten (10) standard working days after the meeting.

13.07 Formal Grievance – Arbitration

- A. Grievances not settled in Formal Step 2 of the Grievance Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the General Manager or designee within ten (10) standard working days after the date of the General Manager's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.
- B. The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the District, the Union and the employee(s). Copies of the decision will be furnished to all parties.
- C. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.
- D. The District and the employee, or group of employees, or their representative, each shall bear one half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
- E. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

13.08 General Provisions

- A. No matter shall be considered as a formal grievance unless it is presented in writing within twenty (20) standard working days after the occurrence of the events on which the grievance was based except by mutual agreement between the parties.

- B. The Union Business Representative or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.
- C. An employee or group of employees may present a grievance to District management during working hours without loss of compensation. Time off for the employee or group of employees to present the grievance shall not be unreasonably denied.

13.09 Time Extension

The parties by mutual written consent may extend any of the time limits set forth in this article.

ARTICLE XIV FULL UNDERSTANDING MODIFICATION WAIVER

14.01 The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

14.02 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed MOU between the parties.

ARTICLE XV SEVERABILITY

15.01 This Memorandum of Understanding (hereinafter MOU) entered into by the Olympic Valley Public Service District (hereinafter referred to as District) and the International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious labor relations between the District and the Union, establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay and all other conditions of employment.

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

By: _____
Dale Cox, Board President

DATED: _____

By: _____
Jessica Asher, Board Secretary

DATED: _____

**INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS,
LOCAL 39**

By: _____
Tim Eggan, Business Manager

DATED: _____

By: _____
Jeff Gladieux, President

DATED: _____

By: _____
Brandy Johnson, Director of Public Employees

DATED: _____

By: _____
Chris Kalmar, Business Representative

DATED: _____

By: _____
Kurt Gooding, Shop Steward

DATED: _____

By: _____
John Rogers, Shop Steward

DATED: _____



MEMORANDUM OF UNDERSTANDING

Between

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT
and
IUOE, STATIONARY ENGINEERS, LOCAL 39
REPRESENTING THE
FIRE DEPARTMENT PERSONNEL

JULY 1, 2024~~1~~ THROUGH JUNE 30, 202~~8~~4

ARTICLE I RECOGNITION AND COVERAGE

- 1.01 This Memorandum of Understanding (hereinafter MOU) entered into by the Olympic Valley Public Service District (hereinafter referred to as District) and the International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious labor relations between the District and the Union, establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay and all other conditions of employment.
- 1.02 Issues not discussed in this document shall be governed by the latest version of the District's Personnel Policies & Procedures Manual and Policy Manual.
- 1.03 Pursuant to State law, the District recognizes the Union as the exclusive negotiating agent for the regular, full-time Fire Department Personnel employed by the District in the following classifications or subsequent name changes thereto: Fire Captain, Fire Engineer, Firefighter and no others. Nothing in this article shall preclude an employee from exercising his/her individual rights under State law.

ARTICLE II RULES AND REGULATIONS

- 2.01 The District retains the right to make reasonable rules and regulations, not in conflict with this MOU, the Personnel Policies, and Procedures Manual and the Policy Manual, which the District may from time to time deem best for the purposes of maintaining order, safety, and/or effective operations of the District services. The District shall meet and confer with the Union in good faith and both parties will be required to mutually agree prior to any changes to the District's Personnel Policies and Procedures Manual and the Policy Manual that affect wages, hours, working conditions and benefits. Failure to agree before implementation of any changes will result in a violation of this MOU, and a grievance may be filed.

ARTICLE III TERM OF AGREEMENT

- 3.01 The term of this Agreement shall be for a period of ~~three~~four years commencing on July 1, 202~~4~~1, and expiring at 11:59 p.m. on June 30, 202~~8~~4.
- 3.02 Not less than 60, nor more than 90, days prior to the expiration of this Agreement, the Union shall present in writing to the District its proposals for its intent to amend this Agreement or in the alternative serve its notice of intention to terminate this Agreement. Failure to provide such notice shall cause this Agreement to automatically renew for a period of one year commencing on its expiration date and shall renew annually thereafter until such notice is properly given.

- 3.03 In the event negotiations to amend the Agreement commence pursuant to notice given in accordance with 15.02, this Agreement will remain in effect until a new amended Agreement is reached. If after a reasonable period of time, representatives of the District and the Union fail to reach agreement, the District and the Union together may agree upon the appointment of a mediator mutually agreeable to the parties from the California State Mediation and Conciliation within the Public Employees Relations Board. Costs of mediation shall be divided one-half to the District and one-half to the Union.
- 3.04 This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto.
- 3.05 This Agreement supersedes all previous Agreements with respect to articles shown herein.

ARTICLE IV MANAGEMENT RIGHTS

- 4.01 The Board of Directors retains the exclusive right to manage the District and carry out its constitutional and statutory functions and responsibilities. Nothing contained in this MOU shall be construed to require the District to meet and confer on matters that are solely a function of management.
- 4.02 Among the rights specifically retained by the District (although not intended as a complete list but only as some examples) are the right to direct the work force; to select and determine the number and types of employees required; to determine the content of job classifications; to hire, transfer, promote, suspend, discipline and discharge employees; to assign work to employees in accordance with the requirements determined by the District; to expand or diminish services; to subcontract any work or operations other than trained professional fire services; to determine and change methods of operations; to determine and change work locations and the processes and materials to be employed; to take all necessary actions to perform its functions in emergencies.
- 4.03 On demand of the Union, the District shall meet and confer with the Union with respect to the effects, if any, upon the hours, wages and other terms and conditions of employment of employees that any decision the Directors render pursuant to the management rights set forth above might have.

ARTICLE V UNION REPRESENTATION

- 5.01 The District recognizes and agrees to deal with representatives of the Union on all matters relating to the interpretation, application, or enforcement of the express terms of this MOU and the hours wages and conditions of employment in the Personnel Policies and Procedures and Policy Manual. The Shop Stewards shall also act as safety representatives, and the District agrees to comply with all Federal and State safety policies and directives.

- 5.02 The Union shall furnish the District with a list of all Shop Stewards immediately after their designation. Shop Stewards will not be recognized by the District until such a list is received by the District's General Manager.
- 5.03 It shall be the responsibility of all Stop Stewards to discuss first with their immediate supervisor any question regarding interpretation or application of this Agreement.
- 5.04 At the request of the Union, a Steward may be allowed reasonable time off without loss of pay to represent the Union in meetings with representatives of the District. Such time off shall be subject to prior notification and approval as provided above.

ARTICLE VI UNION RIGHTS

- 6.01 The Union has the right to represent its members before the Olympic Valley Public Service District Board or General Manager or his designee with regard to wages, hours and conditions of employment or other matters within the scope of representation. Employees represented by the Union shall be free to participate in Union activities without interference, intimidation, or discrimination, in accordance with State law and District policies, rules and regulations.
- 6.02 The Union shall have the following rights:
- A. Union Access
Union shall have access to bargaining unit members outside of their assigned duties; before and after work hours, at meal and break periods, without prior notice.
 - B. Bulletin Boards
Union may use bulletin boards designated for its use in appropriate places. All items to be posted shall be officially authorized by Union, and shall bear the date of posting
 - C. Use of Facilities
The General Manager, upon request, may permit the Union to use designated facilities, depending upon availability of space, for meeting purposes. No request for use of District facilities shall be unreasonably denied.
 - D. Duty of Fair Representation
The Union has a duty to provide fair and equal representation to all employees in all classes in the Unit whether or not they are members of Union, in accordance with Government Code Section 3500.

E. Union Dues and Initiation Fees

The Employer will make a single deduction of an initiation fee from newly hired employees who choose to become Union members and deduct one month's current periodic Union dues based upon a uniform dues schedule from the pay of each employee.

Pursuant to Government Code Section 3502.5(b), all current regular employees and all new employees in the General Bargaining Unit represented by Union shall, authorize payroll deductions beginning the first pay period of the month of employment or assignment to General Bargaining Unit for the payment of dues owing from becoming a member of the Union .

The Union shall defend, indemnify and hold the District harmless against any and all claims, demands, expenses, suits, orders, judgments or other forms of liability that shall arise out of or by reason of action taken by the District under this article.

F. New Hire Orientation

The Union's Business Representative or designee shall be given the opportunity to make a membership presentation at the employer's regularly scheduled new employee orientation sessions.

G. Federal PAC Contributions

The District will deduct \$_____ (as determined by the Local 39 member) for each hour that the employee receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 Federal Political Action Committee (PAC) are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the District and that the Local 39 Federal PAC will use such monies in making political contributions in connection with Federal, State, and local elections. Payments shall be made on a separate check to Local 39 Federal PAC, accompanied by monthly reports reflecting employee hours worked on forms provided by the Local 39 Federal PAC, shall be remitted to 1620 North Market Blvd. Sacramento, CA. 95834.

The costs of administering this payroll deduction for Local 39 Federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 Federal PAC has, through its negotiation and its execution of this Agreement, reimbursed the District for the costs of such administration.

H. Maintenance in Membership

The written authorization for IUOE dues deduction shall remain in full force and effect during the life of this Agreement; provided, however, that any employee

may withdraw from IUOE by sending a signed withdrawal letter to IUOE within thirty (30) calendar days prior to the expiration of this Agreement.

I. Written Notice

The right to be given reasonable written notice of any proposed ordinance, rule, resolution or regulation, or amendment thereto relating to matters within the scope of representation.

J. Reasonable Access

Reasonable access to employee work locations for officers of the Union and the officially designated representatives for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the District or established safety or security requirements.

ARTICLE VII PAYMENT OF SALARY

7.01 Positions and salary steps are set forth in Appendix "A," Salary Schedule. All unit classifications shall be increased by 10%. The Salary Schedule is effective July ~~13~~, 2024~~1~~.

7.02 The pay period for all employees shall be based on a bi-weekly period.

7.03 A salary survey, using Lake Valley Fire Protection District, Tahoe Douglas Fire Protection District, North Tahoe Fire Protection District, El Dorado Hills Fire Department~~Truckee Fire Protection District~~, Northstar Fire Department, Sacramento Metropolitan Fire Department~~Meeks Bay Fire Protection District~~, and North Lake Tahoe Fire Protection District shall be conducted as set forth below. The salary survey shall compare the range of the top step, BLS wages for the Firefighter, Fire Engineer, and Captain positions.

Between February 1 and March 31, ~~2028~~, ~~of~~ the final year of this MOU, a salary survey will be conducted of the agencies listed above by the General Manager or designee, and be mutually agreed upon with the Union. The parties will meet and confer to determine the methodology of the survey.

7.04 Starting July 12, 2025, and annually thereafter, for the remaining years in the agreement, there shall be a Cost of Living Adjustment (COLA) equal to the average of two Urban Wage Earners and Clerical Workers Consumer Price Indices (U.S. All Items, 1982-84=100 – CWUR0000SA0 and San Francisco-Oakland-Hayward; All Items, 1982-84=100 – CWURS49BSA0) from February to February). The annual COLAs shall be a minimum of two percent (2%) and a maximum of four percent (4%) and shall be effective the first full pay period in July of 2025, 2026, and 2027.

7.05 Employees assigned by the Fire Chief to temporarily act in the capacity of a higher rank shall receive additional compensation for shifts-time worked in the higher rank, subject to the following:

~~• Upon completion of one 24-hour shift and thereafter for full 24-hour shifts only.~~

- Compensation shall be a minimum of ten percent (10%) over the employee's current rate of pay and shall be based on the salary steps of the higher rank, but in no case will exceed the top step of the higher rank.
- Additional compensation shall be paid in situations such as resignation, dismissal, disciplinary action, leave of absence, extended sick leave or work related injury.

7.06 Compensation provided in this Agreement shall be payment in full for all services rendered in a District position, except as noted in the latest version of the District's Personnel Policies & Procedures Manual and Policy Manual. No employee shall accept any other compensation for services performed in such position.

ARTICLE VIII PUBLIC EMPLOYEES RETIREMENT SYSTEM (PERS)

8.01 Each regular, full time employee will be eligible for a pension plan as administered by the Public Employees Retirement System per the contract between the Public Employees Retirement System and the District.

8.02 Classic Members Tier One: For employees who began their original tenure with the District prior to March 10, 2012, the District's pension plan is PERS 3.0% @ 50, One-Year Final Compensation.

Classic Members Tier Two: For those employees who begin their original tenure with the District on or after March 10, 2012, the District's pension plan is PERS 3.0% @ 55, Three-Year Final Compensation.

PEPRA New Members Tier: For those employees who begin their original tenure with the District on or after January 1, 2013, AND have no prior membership in any California Public Retirement System, or have had a break in service of greater than six months with another CalPERS employer or a California Public Retirement System that is subject to CalPERS reciprocity, the District's pension plan is 2.7% @ 57, Three-Year Final Compensation.

8.03 Classic Members Tier One: Employees shall pay 100% of the Employee Contribution Rate as indicated on the Annual CalPERS Actuarial Valuation (Rate Plan: 7803) for the applicable Fiscal Year, which is subject to change (e.g., the Employee Contribution Rate for FY 2016-17 is 9.0%).

Classic Members Tier Two: Employees shall pay 100% of the Employee Contribution Rate as indicated on the Annual CalPERS Actuarial Valuation (Rate Plan: 23041) for the

applicable Fiscal Year, which is subject to change (e.g., the Employee Contribution Rate for FY 2016-17 is 9.0%).

PEPRA New Members Tier: Employees shall pay 100% of the Employee Contribution Rate as indicated on the Annual CalPERS Actuarial Valuation (Rate Plan: 25657) for the applicable Fiscal Year, which is subject to change (e.g., the Employee Contribution Rate for FY 2016-17 is 11.5%).

For all tiers, when there is discrepancy between the "Employee Contribution Rate" on the Annual CalPERS Actuarial Valuation and the "Employee Rate" used in CalPERS online reporting for payroll, the "Employee Rate" used in the online CalPERS reporting software will dictate.

ARTICLE IX HEALTH, DENTAL, VISION, AND LIFE INSURANCE PLAN

- 9.01 District shall make available to all eligible employees health, dental, vision, life, and accidental death and dismemberment (AD&D) insurance plans, in accordance with requirements, and at the level, established by the District Board of Directors.

One-hundred percent (100%) of the insurance premiums for health, dental, vision, life, and AD&D insurance charged by the individual insurance companies (adjusted in the event of change in family status) will be contributed to the Flexible Benefit Plan established by the District.

One-hundred percent (100%) of the District's portion will be available for use to apply to pay insurance premiums. However, between July 1, 2021 and December 31, 2021, the amount available as a Cash Benefit election in the Flexible Benefit Plan will be fifty percent (50%). Effective January 1, 2022, the amount available as a Health Reimbursement Account (HRA) Contribution election in the Flexible Benefit Plan will be fifty percent (50%).

- 9.02 Effective ~~July~~ January 13, 2024, ~~for employees who have successfully completed the orientation period~~, a mandatory contribution of \$25.00 will be paid by both the District and the employee into the employee's Health Reimbursement Accounts (HRAs) every pay period remaining under this MOU.

ARTICLE X FITNESS MAINTENANCE & ASSESSMENT PROGRAM

- 10.01 Each employee shall maintain a level of physical fitness that meets or exceeds the physical job description for their job classification and will participate annually in a professional assessment of their physical conditioning provided by a practitioner of the District's choosing, at District expense.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.01 As agreed by District and employees, the following Glowing Standard will be followed by District and employees:

- Deliver District services with the utmost competence, professionalism, courtesy and kindness at every opportunity.
- Use every interaction with the community and visitors to demonstrate our commitment to customer service.
- Develop and maintain mutually beneficial and respectful relationships with the business community and allied agencies.
- Take pride in keeping our equipment, facilities and community spotless.
- Actively seek out ways to deliver new services and continuous improvement of existing services within the scope of our mandate.
- Treat both our customers and one another with dignity, fairness, and compassion at all times.
- Continue personal education and training to meet the changing dynamics of our community.

11.02 The bargaining unit agrees to be trained in and provide confined space entry rescue.

11.03 Effective July 13, 2024, the employee will be taxed on \$15.00 of uniform allowance per pay period.

11.04 Wellness and Fitness Program

A. Purpose and Scope:

The purpose of this policy is to establish the guidelines for the Wellness and Fitness Program that will assist members in developing greater stamina and strength, decreasing the risk of injury, disability or death from disease or injury, improving performance, increasing energy and recovering more quickly from strenuous and exhaustive work.

B. Policy:

It is the policy of the Fire Department that the wellness and fitness of its members is an organizational priority.

C. Medical Examinations:

All firefighting members should have an annual medical examination by a qualified health care professional but may include:

- Medical history
- Blood draw/analysis
- Vital signs

- Cardiovascular
- Pulmonary
- Gastrointestinal
- Genitourinary, hernia exam
- Lymph nodes exam
- Neurological exam
- Musculoskeletal
- Urinalysis
- Vision test
- Hearing
- Chest X-ray (initial baseline with repeat every five years or as required)
- Cancer screening

D. Fitness Evaluations:

All firefighting members should have an annual fitness evaluation consisting of an assessment questionnaire (developed by a qualified health care professional).

E. Immunization and Disease Screening:

All firefighting members should have an annual immunization and disease screening to ensure all recommended vaccinations against work-related exposures are current and that members are free from work-related disease. Specific vaccinations and diseases should be identified by a qualified medical professional but may include:

- Tuberculosis
- Hepatitis C
- Hepatitis B
- Tetanus/diphtheria vaccine (booster every 10 years)
- Measles, mumps, rubella (MMR)
- Polio
- Influenza
- H1N1
- HIV (optional)

11.05 Shift Bidding

Staffing on each shift shall be determined using Shift Bids. Each shift rotation will last 24 months, beginning the first pay period following November 1, 2024, and every 24 months thereafter. Shift bids will take place May 1, prior to the shift rotation ending/beginning.

Shift rotations shall alternate between Rotation 1 and Rotation 2, as outlined below. Captains shall not be subject to shift rotations and shall remain on their respective shifts.

If a vacancy occurs on a shift, the open position/s shall be filled through the Department's promotional or hiring process. The vacant positions shall be filled by the promoting or newly hired member/s.

The junior Captain shall coordinate the shift bids and shall submit a notice of forthcoming shifts and a shift rotation schedule, that minimizes shift disruptions and overtime, to the Fire Chief no later than June 1 following the conclusion of the shift bid process. Each member will have 48 hours to submit their bid. Members may submit their bid by proxy if so desired.

Rotation 1

Starting with the Engineer rank, each member shall conduct a shift bid with the most senior member in the rank having the first choice, and continuing to the least senior member in the rank. Upon completion of the Engineer rank, the Firefighter rank shall follow the same process.

Rotation 2

Starting with the Engineer rank, each member shall conduct a shift bid with the most senior member in the rank having the first choice of a shift which they are currently not on. This will continue to the least senior member in the rank. Upon completion of the Engineer rank, the Firefighter rank shall follow the same process.

Shifts are subject to change based on operational needs in the event of an unforeseen event/emergency.

ARTICLE XII DISCIPLINARY PROCEDURE

12.01 Letter of Reprimand

- A. Letters of reprimand shall not be appealable, except the employee may have an administrative review of the reprimand by submitting a request in writing within five (5) working days to the General Manager or designee. The General Manager or designee will schedule a private meeting within five (5) working days of receipt of the written request to hear the employee's response. A final written decision will be rendered by the General Manager or designee within five (5) working days of the meeting. This Section shall not be subject to the Grievance Procedure.
- B. Such letter will be withdrawn from an employee's official personnel file two (2) year from the date of issue provided there has not been additional formal discipline imposed during the two (2) year period.

12.02 Disciplinary Actions

- A. Regular employees may be disciplined for just cause only. Discipline shall include a suspension, demotion, in-grade salary reduction and discharge.

- B. If the Agency, after investigation, intends to take disciplinary action against an employee other than oral or written reprimand, it shall give the affected employee written notice of the intended disciplinary action, including the causes for the intended disciplinary action, the acts or omissions that constitute the causes of the intended disciplinary action, the material upon which the action was based, and the effective date of the intended disciplinary action.
- C. The affected employee shall have the right to a pre-disciplinary review process (Skelly). The employee shall be given reasonable time from the notice of intent to take action in which to respond to the proposed disciplinary action. The reviewing officer shall make a recommendation to the General Manager or designee within five (5) working days of the meeting.
- D. The General Manager or designee shall consider the recommendations and issue a final written determination within five (5) working days. If discipline is imposed, the employee may appeal the action under Section 3 of this Article.
- E. If an individual employee covered by this Agreement files an appeal of discipline, and Local 39 does not pursue such appeal, the employee may pursue such appeal and shall assume all of the rights and responsibilities of Local 39 in the appeal process pursuant to this Agreement, including but not limited to the cost of the arbitrator.

12.03 Appeal Hearing Procedure – Arbitration

After the Agency issues its final written determination, the employee or his/her representative may appeal the disciplinary action to arbitration as follows:

- A. Request for arbitration shall be made in writing to the General Manager or designee within ten (10) standard working days after the date of the General Manager's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of Seven (7) qualified arbitrators. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.
- B. The arbitrator shall render his/her decision no later than thirty (30) working days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be

final and binding on the District, the Union and the employee. Copies of the decision will be furnished to all parties.

- C. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.
- D. The Agency and the employee, or their representative, each shall bear one half (1/2) the cost of the arbitrator. If either party requests a court report be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
- E. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

12.04 In-Lieu Discipline

By mutual agreement between the General Manager or designee and the employee, an employee suspended from duty without pay may forfeit accumulated PTO or other accumulated leave credits in lieu of the suspension. The Agency shall not deny use of accumulated leave credits in an attempt to persuade the employee to waive his/her appeal rights. If the suspension is reduced or reversed at the conclusion of the appeal process, the Agency shall reinstate the forfeited credits. This provision shall not be subject to the Grievance Procedure.

ARTICLE XIII GRIEVANCE PROCEDURE

13.01 Purpose

In order to establish a harmonious and cooperative relationship between the District and its employees, and to keep open channels of communication, it shall be the District's policy to provide for the settlement of differences through an orderly grievance procedure. It is the District's policy to assure its employees the right of access to this procedure in good faith, free from interference, restraint, coercion or reprisal. The procedure applies to all employees and Local 39 bargaining unit representatives of this MOU.

It is the intent of the parties to resolve grievances at the lowest practicable level and as promptly as possible. Any grievance not initiated or pursued by the Union, aggrieved employee, or group of employees, as the case may be, within the time limits of the steps, will be considered settled on the basis of the last timely answer by the District.

If the District does not meet the time limits, the Union may process the grievance to the next step of the Grievance Procedure. The time limits may be extended by written agreement of both parties.

13.02 Definition

- A. A grievance is a dispute between the District and the Union or a good faith complaint of an employee or group of employees involving the meaning, interpretation, application or enforcement of the express terms of this MOU and the District's Personnel Policy.
- B. As used in this procedure, the term "Supervisor" means the individual to whom an employer has a direct reporting relationship.
- C. As used in this procedure, the term "party" means an employee, the Union, the District or their authorized representatives.
- D. As used in this procedure, the term "standard workdays" means "Monday through Friday," excluding holidays.

13.03 Procedure

Grievances will be processed in the following manner and within the stated time limits.

13.04 Informal Grievance

The aggrieved employee or group of employees or a representative of the Union shall orally present the grievance to the employee's Supervisor or his/her designated representative within five (5) standard working days following the occurrence of events on which the grievance is based. The Supervisor shall give his/her answer within five (5) standard working days of the date of presentation of the grievance. Grievance settlements at the informal level shall set no precedents in any future Agreement interpretation.

13.05 Formal Grievance Step One

If the grievance is not resolved at the informal level, the grievant may present the grievance to the Human Resources Manager or designee in writing within ten (10) standard working days after the Supervisor's answer. The grievance shall be submitted in writing on the grievance form provided by the District. The written grievance shall set forth the alleged facts or circumstances giving rise to the grievance, the applicable section of the Agreement asserted to have been violated and the remedy or correction requested of the District. The written grievance must be dated and signed by the grievant or Union representative. The Manager of Human Resources or designee shall meet with the aggrieved employee and/or the Union representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the matter. The Manager of Human Resources or designee shall respond in writing within ten (10) standard working days after the grievance meeting.

13.06 Formal Grievance Step Two

If the grievance is not satisfactorily resolved at Formal Step 1, the written grievance may be presented to the General Manager or designee within ten (10) standard working days after receipt of the Manager of Human Resources' or designee's written answer. The General Manager or designee shall meet with the aggrieved employee, or group of employees, and/or the Union Representative within five (5) standard working days after receipt of the written grievance in an attempt to resolve the grievance. The General Manager or designee shall render a written decision on the grievance to the Union within ten (10) standard working days after the meeting.

13.07 Formal Grievance – Arbitration

- A. Grievances not settled in Formal Step 2 of the Grievance Procedure may be appealed to arbitration by the Union. Request for arbitration shall be made in writing to the General Manager or designee within ten (10) standard working days after the date of the General Manager's response. An impartial arbitrator shall be selected jointly by the parties within ten (10) standard working days of receipt of the request. The parties shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, they shall make a joint request to the State Mediation and Conciliation Service for a list of seven (7) qualified arbitrators. The parties shall each strike three (3) names from the list and the remaining person shall be accepted as the arbitrator. The first party to strike will be determined by the flip of a coin. When an arbitrator is not available, a new selection may be made in accordance with this provision. The arbitrator shall have access to all written statements and documents relevant to the grievance.
- B. The arbitrator shall render his/her decision no later than thirty (30) calendar days after the conclusion of the hearing. Such decision shall be made in writing in accordance with, and in conformance to, the terms of this Agreement and shall be final and binding on the District, the Union and the employee(s). Copies of the decision will be furnished to all parties.
- C. The arbitrator shall have no authority to add to, delete or alter any provision of this Agreement, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Agreement and shall make no decisions in violation of existing law.
- D. The District and the employee, or group of employees, or their representative, each shall bear one half (1/2) the cost of the arbitrator. If either party requests a court reporter be present during the arbitration hearing, all costs associated with the court reporter shall be borne by the requesting party, unless a court reporter is mutually agreed upon, in writing, by both parties.
- E. Employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant hereto. The Union agrees that the number of witnesses requested to attend and their scheduling shall be kept to a reasonable minimum.

13.08 General Provisions

- A. No matter shall be considered as a formal grievance unless it is presented in writing within twenty (20) standard working days after the occurrence of the events on which the grievance was based except by mutual agreement between the parties.

- B. The Union Business Representative or designee shall have the authority to settle grievances for either the Union or employees at the respective steps of the Grievance Procedure.
- C. An employee or group of employees may present a grievance to District management during working hours without loss of compensation. Time off for the employee or group of employees to present the grievance shall not be unreasonably denied.

13.09 Time Extension

The parties by mutual written consent may extend any of the time limits set forth in this article.

ARTICLE XIV FULL UNDERSTANDING MODIFICATION WAIVER

14.01 The parties jointly represent that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein.

14.02 Except as specifically otherwise provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its rights and agrees that the other shall not be required to meet and confer with respect to any subject or matter covered herein, nor as to wages or fringe benefits during the period of the term of this Memorandum. The foregoing shall not preclude the parties hereto from meeting and conferring at any time during the term of this agreement with respect to any subject matter within the scope of the meeting and conferring for a proposed MOU between the parties.

ARTICLE XV SEVERABILITY

15.01 This Memorandum of Understanding (hereinafter MOU) entered into by the Olympic Valley Public Service District (hereinafter referred to as District) and the International Union of Operating Engineers, Stationary Engineers, Local 39, AFL-CIO (hereinafter referred to as the Union) has as its purpose the promotion of harmonious labor relations between the District and the Union, establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay and all other conditions of employment.

OLYMPIC VALLEY PUBLIC SERVICE DISTRICT

By: _____
Dale Cox, Board President

DATED: _____

By: _____
Jessica Asher, Board Secretary

DATED: _____

**INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY ENGINEERS,
LOCAL 39**

By: _____
~~Bart Florence~~ Tim Eggan, Business Manager

DATED: _____

By: _____
Jeff Gladieux, President

DATED: _____

By: _____
~~Charlie Solt~~ Brandy Johnson, Director of Public Employees

DATED: _____

By: _____
Chris Kalmar ~~Stephen Hatch~~, Business Representative

DATED: _____

By: _____
~~Jeff Geigle~~ Kurt Gooding, Shop Steward

DATED: _____

By: _____
John Rogers, Shop Steward

DATED: _____