

MANAGERIAL, SUPERVISORY,
PROFESSIONAL AND CONFIDENTIAL
EMPLOYEES SALARY AND BENEFITS
RESOLUTION

JANUARY 1, 2025 – DECEMBER 31, 2026

**MANAGERIAL, SUPERVISORY, PROFESSIONAL AND CONFIDENTIAL
EMPLOYEES SALARY AND BENEFIT RESOLUTION**

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ITEM 1 - HOLIDAYS

1.1 Recognized Holidays

The following are considered holidays:

New Year's Day	Wednesday 01-01-25	Thursday 01-01-26
Martin Luther King, Jr. Day	Monday 01-20-25	Monday 01-19-26
Presidents' Day	Monday 02-17-25	Monday 02-16-26
Memorial Day	Monday 05-26-25	Monday 05-25-26
Independence Day	Friday 07-04-25	Friday 07-03-26
Labor Day	Monday 09-01-25	Monday 09-07-26
Veterans Day	Tuesday 11-11-25	Wednesday 11-11-26
Thanksgiving Day	Thursday 11-27-25	Thursday 11-26-26
Friday After Thanksgiving	Friday 11-28-25	Friday 11-27-26
Christmas Eve Day	Wednesday 12-24-25	Thursday 12-24-26
Christmas Day	Thursday 12-25-25	Friday 12-25-26
New Year's Eve	Wednesday 12-31-25	Thursday 12-31-26

1.2 Holidays Not Worked

Employees shall normally not work on holidays. When a holiday falls on a scheduled workday and the employee does not work, the regular monthly salary amount will remain unchanged for salaried employees and for full-time hourly employees he/she will be paid eight (8) hours at the employee's regular straight time hourly rate, provided the employee worked the regularly scheduled workday prior to and the regularly scheduled workday following the holiday, except that if the employee has an approved absence by their supervisor, their regular monthly salary amount will remain unchanged. For employees working an alternative schedule in which the regular scheduled number of hours for employees on the day of the holiday is more than 8 hours, the employee shall be required to make up the difference between the number of scheduled hours and 8 hours using accrued vacation or CTO. For example, in the case of a holiday falling on a 9/80 employee's 9-hour day, the employee would receive 8 hours of holiday pay and use one hour of vacation or CTO.

1.3 Working on a Holiday

If an employee is required to work on a holiday, the employee shall be entitled to have an equal amount of hours, which were worked on the holiday added to the employee's accrued vacation time.

For employees who regularly work other than a Monday-Friday work schedule, the holidays identified in sub-item 1.1 above shall be paid for work on the following "actual holiday" instead of the "observed holiday" identified in sub-item 1.1 above, as noted below:

Recognized Holiday
Friday, July 3, 2026

Actual Holiday
Saturday, July 4, 2026

1.4 Holiday Occurring on a Regularly Scheduled Non-Workday

Whenever a holiday occurs on a regularly scheduled non-workday for an employee, he/she shall be entitled to have eight (8) hours added to the employee's accrued vacation time.

1.5 Floating Holidays

In addition to those holidays listed under sub-item 1.1, one (1) floating holiday is provided to employees in a payroll year (December 16th to the following December 15th). A floating holiday may be scheduled at any time during the calendar year with the approval of the District. An employee must work for six (6) months to be eligible for the floating holiday. An accrued floating holiday not used in any payroll year shall carry forward to the next payroll year. However, if a floating holiday is carried forward from one payroll year to the next payroll year, the employee shall not accrue another floating holiday for that year.

ITEM 2 - VACATION

2.1 Accrual Rate

A regular full time employee shall accrue vacation monthly at the following rates:

Eighty (80) hours per year beginning the first (1st) month through the end of the second (2nd) year.

One hundred and twenty (120) hours per year beginning the third year through the end of the fifth (5th) year.

One hundred and sixty eight (168) hours per year beginning the sixth (6th) year through the end of the fourteenth (14th) year.

Two hundred (200) hours per year beginning the fifteenth (15th) year through the end of the twenty-fourth (24th) year.

Two hundred and twenty-four (224) hours per year beginning the twenty-fifth (25th) year and continuing thereafter.

Upon initial employment with the District, any exception to the vacation accrual rate must be pre-approved by the General Manager.

2.2 Maximum Accumulation

Employees under this item may accumulate vacation time to a maximum of two times their current allowable yearly amount based on years of service as listed in Item 2.1. All hours in excess of the maximum vacation accrual shall be paid in the pay period earned at the employee's straight time rate of pay. In order to receive payment under this section, an employee must first use a minimum of forty (40) hours of vacation per payroll year

2.3 Holidays While on Vacation

A holiday falling within an employee's vacation shall not be counted as a day of vacation.

2.4 Approval

The Assistant General Manager, Department Manager, Division Manager or designated representative is responsible for approving all vacation requests after ensuring that the employee is eligible for the vacation requested.

2.5 Pay in Lieu of Time Off

An employee may sell back to the District for cash, up to forty (40) hours of accrued vacation. A request to cash out vacation may only be made in the month of October of any calendar year. Payment will be made the following December. Payment will only be made if the employee has used at least forty (40) hours of vacation during the payroll year and has at least eighty (80) hours of accrued but unused vacation as of October 31st.

ITEM 3 - SICK LEAVE

3.1 Accrual Rate

Employees shall be entitled to eight (8) working hours of sick leave pay for each month of continuous service. There is no maximum accumulation limits placed on sick leave.

3.2 Approved Use of Sick Leave

The use of sick leave is intended for the following purposes: Employees may take sick time for themselves and their immediate family members:

- a. For diagnosis, care or treatment of an existing medical condition;
- b. For preventative care;
- c. To attend a medical, vision or dental appointment;
- d. To attend to or provide care for a family member with a mental or physical illness; and/or
- e. To recover or recuperate from an injury or health condition.

The District may require the submittal of a physician's verification, or verification from other licensed medical, dental, or optometry practitioner or clinic of sickness and preventive care, of a medical, dental or vision appointment and/or sickness before paying sick leave.

3.3 Approved Use of Sick Leave for Immediate Family Members

A maximum of forty-eight (48) hours of sick leave in a calendar year may be used for the following purposes:

- a. For taking an immediate family member of the employee to medical or dental appointments.
- b. Sickness or injury of the employee's immediate family member when it is necessary for the employee to be involved with the care and or treatment of the family member.
- c. For purposes of this "Item 3 only – Sick Leave," the term "immediate family member" includes the employee's current spouse, child or individual for which the employee stands in loco parentis, legal guardian or ward, parent, parent-in-law, person who stood in loco parentis status when the employee was a minor child, sibling, grandparent, grandchild, and also an employee's "designated person" which person the employee must identify at the time the employee requests paid leave. An employee may only identify one designated person per 12-month rolling period. An employee's domestic partner (as defined by law), as well as the child and parent of a registered domestic partner, are also considered an employee's family member. These familial relationships include not only biological relationships, but also relationships resulting from adoption, step-relationships, and foster care relationships. The definition of child applies irrespective of a child's age or dependency status.
- d. The District may require the submittal of a physician's verification of sickness of an employee's immediate family member if sick leave is used for the care and or treatment of the family member before paying sick leave.
- e. Under special circumstances, the General Manager or designee may, in his/her discretion, approve written requests to use of sick leave for an immediate family member in excess of forty-eight (48) hours in a calendar year or for special

circumstances not set forth in a. and b. above.

- f. Sick leave may in all cases be used for purposes which qualify for leave under the California Family Rights Act and Federal Family and Medical Leave Act.
- g. Safe time: Employees may use sick leave for “safe time” if the employee is a victim of domestic violence, sexual assault or stalking and time off is needed to attend to safety planning or other actions to assist the employee, such as judicial assistance, medical attention, counseling, etc.

3.4 Sick Leave Use in Conjunction with Workers’ Compensation

If an injured employee is receiving workers’ compensation insurance payments, the employee may choose to use his/her sick leave, vacation or comp time to make up the difference between the insurance payments and his/her normal salary. The employee will have the option to accept the workers’ compensation benefit only and not use sick leave, vacation or comp time.

3.5 Holiday Pay in Conjunction with Sick Leave

If a holiday occurs on a workday during the time an employee is absent on sick leave with pay, he/she shall receive pay for the holiday as such and the holiday shall not be counted as a day of sick leave.

3.6 Sick Leave Pay Off in Event of Retirement or Death

An employee who retires or dies will receive, at the time of cessation of employment, payment from zero percent (0%) to thirty percent (30%) of earned and unused sick leave, but the payment shall be limited to four (4) months pay. An employee may utilize the remaining balance of unused sick leave (not paid off), at the rate of eight (8) hours equals one (1) month of medical coverage for eligible dependents; however, for an employee hired on or after January 1, 2018, the employee may utilize the remaining balance of unused sick leave (not paid off), at the rate of eight (8) hours equals a District contribution toward the additional cost of medical coverage for an eligible dependent equal to the same percentage of that cost as the District’s contribution to retiree health premiums set forth in Section 7.3.b. (For example, if the retiree had ten (10) years of service, and the additional cost of the dependent’s health coverage was an additional \$500 per month, each eight (8) hours of sick leave after three (3) months of cashed out sick leave would be equal to seventy-five percent (75%) of this additional amount, i.e. an additional \$375 per month District contribution toward the retiree’s dependent’s health coverage.) The utilization of unused sick leave for medical coverage must begin immediately upon retirement or death and must be utilized continuously until the eligible dependent becomes eligible for Medicare or until the sick leave is exhausted. Sick leave is not convertible to cash or medical coverage utilization for an employee who resigns or is terminated from employment.

ITEM 4 - BEREAVEMENT

4.1 Bereavement Leave for Immediate Family

In the event of death in an employee's immediate family, related by blood within the third (3rd) degree, or by marriage within the second (2nd) degree, the employee may, at the employee's discretion, take a maximum of three (3) paid days of bereavement leave. Parents, children, grandchildren, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, great grandchildren of an employee are persons who are related to that employee by blood within the third (3rd) degree of relationship. A spouse, son-in-law, daughter-in-law, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, grandson-in-law, granddaughter-in-law, stepchildren, step grandchildren, stepparents, step grandparents, stepbrothers, and stepsisters of an employee shall be considered persons who are related to that employee by marriage within the second (2nd) degree of relationship. The use of such paid leave time shall be limited to matters directly related to the death of such immediate family members. The leave allowed under this section will be increased by an additional two (2) paid days where travel outside the state of California is required to attend the funeral.

In addition, an employee not utilizing additional bereavement leave to attend the funeral outside the State of California is entitled to up to two (2) additional work days without pay in the case of the death of an immediate family within the second (2nd) degree as defined in the prior paragraph, which days need not be consecutive and need not be consecutive to the bereavement leave days taken in the prior paragraph. These additional bereavement leave days must be taken within three (3) months of the death of the immediate family member within the second (2nd) degree, to handle family affairs and/or attend the service. Employees may use available sick leave, vacation or compensatory time off to remain in a paid status for these up to two (2) additional days.

An employee wishing to use bereavement leave must receive advance permission from the employee's supervisor, including permission to take the specific days requested for bereavement leave. The District may require, within thirty (30) days of the first day of bereavement leave taken, the employee to provide documentation of the death of the applicable family member. Such documentation includes, but is not limited to, a death certificate, a published obituary or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution or governmental agency.

4.2 Other Bereavement Leaves

Employees may be granted time off with pay necessary to attend the funeral of other persons the employee may be reasonably deemed to owe respect, but not to exceed one (1) paid day.

ITEM 5 - JURY DUTY LEAVE

5.1 Jury Duty Leave

An employee required to serve on jury duty shall be paid his/her regular pay while serving on such duty.

ITEM 6 - LEAVE OF ABSENCE

6.1 Leave of Absence Without Pay for More Than Five (5) Work Days

Leave of absence without pay for any reasonable purpose (including non-disability pregnancy leave) may be granted to an employee for up to three (3) months upon the approval of the appropriate Assistant General Manager. Request for a leave of absence without pay for a period of more than five (5) working days shall be submitted in writing as far in advance as possible by the employee to the appropriate Assistant General Manager. All requests for leave of absence without pay shall outline the following information:

- a. Title of the current position held;
- b. Name of division and department employed;
- c. Beginning and ending dates of the desired leave of absence; and
- d. Reasons supporting the request for leave.

Within thirty (30) working days after a request for leave is made, the employee shall be notified of the appropriate Assistant General Manager's decision granting or denying the request.

6.2 Effects of Leave of Absence Without Pay on District Benefits

- a. Employees shall not earn sick leave or vacation credits.
- b. Employees are not eligible to be paid for holidays.
- c. No contributions will be made by the employee or the District toward the Retirement Plan and Social Security.
- d. Employees shall continue participating in the group health, life, dental, vision and long-term disability plans. The employee shall contribute 100% of the premiums for themselves and dependents. If no premium rates exist, then COBRA rates shall apply except for employees who qualify for leave pursuant to the California and Federal Family and Medical Leave Acts.
- e. No retirement service credit shall accrue during an unpaid leave of absence, except when required by law.

6.3 Sickness or Injury Absence Without Pay for Five (5) Work Days or Less

A regular employee who has exhausted all accrued sick leave, vacation, and compensatory time or a probationary employee who has not accrued sick leave, vacation or compensatory time, shall not be absent from work unless the absence is due to sickness or injury of the employee. The District may require a physician's verification of sickness or injury. The employee shall not be paid for this time off.

6.4 Other Absence Without Pay For Five (5) Work Days or Less

A regular employee who has exhausted all accrued vacation, and compensatory time or a probationary employee who has not accrued vacation or compensatory time, shall not be absent from work unless the employee demonstrates urgent or substantial personal reasons acceptable to the appropriate Assistant General Manager. If granted time off by the District the employee shall not be paid for this time off.

ITEM 7 - MEDICAL COVERAGE

7.1 Medical Coverage - Eligible Employees

- a. The District will provide group medical coverage for eligible employees and their eligible dependents, as provided below.
- b. The key elements of the group medical plan are identified in the Summary Plan Description, a copy of which is available in the District’s Human Resources Department.
- c. The District and employee pre-tax contributions to health premiums shall be as follows:

<u>Medical Plan</u>	<u>District Contribution</u>	<u>Employee Contribution</u>
PPO Base Plan	85%	15%
HDHP	100%	0%

1. The District shall pay eighty-five percent (85%) of the tiered medical insurance rates charged to the District by the PRISMHealth Program; with employees paying, through payroll deductions the remaining fifteen percent (15%). Medical premiums will be adjusted annually by the PRISMHealth Program, and employee payroll deductions will be adjusted to reflect the new rates. New annual payroll deduction rates are based on the District’s “payroll year” – new payroll deductions will be taken beginning with the December 16 – December 31 payroll period, and reflected in the employee’s January 5 paycheck.
2. Employee contributions ending in \$.01-\$.49 will be rounded down to the flat dollar amount. Example, an employee contribution of \$152.10 will be rounded down to \$152.00. Employee contributions ending in \$.50-\$.99 will be rounded up to the next flat dollar amount. Example, an employee contribution of \$305.70 will be rounded up to \$306.00 for the employee contribution.
3. Employees will become eligible for health insurance benefits as follows: employees hired between the first (1st) and the fifteenth (15th) day of a month shall become eligible for health insurance benefits on the first (1st) day of the first (1st) full calendar month, following their first (1st) day of active service. Employees hired between the sixteenth (16th) and the last day of a month shall become eligible for health insurance benefits on the first (1st) day of the second (2nd) full calendar month, following their first day of active service.

Example:

Hire Date:	Benefits Begin:
January 01-15	February 01
January 16-31	March 01

4. If an employee fails to select a health plan and/or fails to provide the information required to enroll in a health plan, the employee shall be enrolled

by default in the PPO plan for employee only coverage. Dependents will only be able to enroll during the next open enrollment.

- d. The medical plan deductibles are \$225 per person with a maximum of \$920 per family.

These deductibles shall apply to active employees and eligible dependents, and to retirees who are hired on or after May 1, 2008.

- e. The following co-pays currently apply to prescription medication under the plan:

Generic:	\$10
Brand Name Formulary:	\$30
Brand Name Non-Formulary:	\$60
Specialty Pharmacy (Formulary and Non-Formulary):	20% or maximum of \$150 per month

The following co-pays shall apply to prescription medication under the plan:

Generic:	\$10
Brand Name Formulary:	\$35
Brand Name Non-Formulary:	\$65
Specialty Pharmacy (Formulary and Non-Formulary):	20% or maximum of \$150 per month

The Mail Order co-pay is two (2) times the single month co-pay for a three (3) month supply.

Employees will pay the mail order co-pay for “maintenance” prescription drugs following the second prescription re-fill regardless of whether an employee fills his/her maintenance prescription drug by mail or at the pharmacy, and regardless of whether filling a prescription for one (1) month or three (3) months.

- f. If an employee or retiree and/or their dependent(s) has been on a medical, dental or vision plan for which they were not eligible, the District shall be allowed to recoup from the employee or retiree the cost of all improper District premium payments made on their behalf by way of payroll or pension deduction (or invoice at the District option) over the same period of time as the over/improper payments were made, up to a maximum of three (3) years. If the period of over/improper payments exceeded three (3) years, the District will recoup the overall amount in equal payments over a three (3) year period.

7.2 Medical Coverage - Disabled Employees

Whenever an employee becomes disabled the following procedure shall apply:

- a. The disabled employee shall use all accrued sick leave, vacation and compensatory time beginning with the first day of disability until the accrued sick leave, vacation and compensatory time is exhausted, provided that such use does not conflict with

- federal and/or state family and medical leave laws.
- b. If a disabled employee exhausts all accrued sick leave, vacation and compensatory time before the employee is terminated, the disabled employee shall apply for a leave of absence. An employee granted a leave of absence due to a disability shall continue to receive medical, dental, vision, life and long-term disability benefits on the same terms and conditions as are applicable to active employees. This item shall not be construed to deny any health and welfare benefit to which the employee is eligible under federal and/or state family and medical leave laws.
 - c. If a disabled employee has a serious health condition as defined in federal and/or state family and medical leave laws, the days or portions of days on which the employee is absent from work due to the serious health condition shall be counted as utilized days of Family and Medical Leave under federal and/or state family leave laws.

7.3 Medical Coverage - Retired Employees

Employees who retire may continue on the District’s group medical plan as listed in Item 7.1, provided the employees are not eligible for Medicare and provided they elect such option prior to retirement. The premium for retired employees who remain on the District’s group medical plan is as follows:

- a. For employees hired prior to January 1, 2018, the District will pay the entire premium of the retired employee until the retired employee becomes eligible for Medicare.
- b. For employees hired on, or after, January 1, 2018, the District will contribute to the retired employee’s medical premium the following percentage of the retiree only PPO health plan amount, regardless of what District plan the retiree selects.

<u>Years of Service</u>	<u>% of Retiree Only Medical Premium Paid by District</u>
0-5	0%
5 + through 10	50%
10 + through 15	75%
More than 15 years	100%

To be eligible for these contributions, retiring employees must agree to have the retiree portion of their medical premiums automatically deducted from their monthly pension check.

- c. Retirees may elect to cover their eligible dependents (spouse and/or children up to age 26 according to the current guidelines of PPACA) who are not eligible for Medicare. Retirees are responsible for paying one hundred percent (100%) of their dependents’ premium costs at one hundred percent (100%) of the District’s rates. The eligible dependents must be existing dependents of the employee on the date of the employee’s retirement.
- c. Retirees and their eligible dependents are no longer eligible for coverage under the District medical plan when they become eligible for Medicare. (Adult children [up to age 26] may be covered through the month of their 26th birthday or, if disabled, until Medicare eligible.)

- d. Employees who retire must have dependent premium costs automatically deducted from their monthly pension check.

7.4 Contribution to the Employee’s Flexible Spending Account

The District will contribute on a yearly basis five hundred dollars (\$500) to an employee’s health care Flexible Spending Account or Health Savings Account. To qualify to receive the five hundred dollar (\$500) contribution, the employee must be an active employee and in the MSPC Salary and Benefits Resolution on January 1st of each year and enroll online during the open enrollment period. Funds can only be used for health care reimbursement in accordance with the Internal Revenue Service guidelines.

7.5 Change in Health Laws and Luxury/Cadillac Tax

If the District receives notice of a change in the law or that it will be subject to a “luxury/cadillac” tax under the Affordable Care Act (ACA), the District may make any changes to employees' health benefits, and/or employee contributions to health premiums, to ensure the applicable change in the law or ACA "luxury/cadillac" tax does not result in higher health insurance costs to the District.

ITEM 8 - DENTAL

8.1 Dental

The District will provide contributions toward the purchase of the District's Base Dental Plan by eligible employees and their eligible dependents. The key elements of the plan are identified in the Summary Plan Description, a copy of which is available in the District's Human Resources Department.

The District shall make the contributions identified below toward the purchase of the dental base plan:

	<u>District's Monthly Contribution</u>
Employee:	85% of total premium
Employee + one (1) dependent:	85% of total premium
Employee + two (2) or more dependents:	85% of total premium

Provided that the District remains with Delta Dental or with another dental insurance provider which offers such coverage, the Delta Dental base plus "Buy-Up" Plan will be offered to employees. Participation in this plan is voluntary, but an employee electing this option must pay the full additional cost of the plan, in addition to the employee's contributions for base dental coverage.

8.2 Orthodontia

Provided that the District remains with Delta Dental or with another dental insurance provider which offers such coverage, the Delta Dental Base plus "Orthodontia" Plan will be offered to employees. Participation in this plan is voluntary, but an employee electing this option must pay the full additional cost of the plan, in addition to the employee's contributions for the base dental coverage.

8.3 Retiree Dental

A retiree can opt to elect retiree dental coverage (District Base Plan) only when the person retires. The retiree may discontinue only during the annual enrollment. A retiree that cancels entirely or reduced from retiree +1 to retiree only may not re-elect in any future open enrollment for either the retiree or the discontinued participant. Retirees must agree to have premiums automatically deducted from their monthly pension check. The eligible dependents must be an existing spouse and/or dependent at the time of the employee's retirement. Coverage discontinues upon Medicare eligibility and, for adult children, at age 26. The retiree is responsible for payment of 100% of the applicable dental premium. Retiree dental coverage shall be provided so long as the District and participating employees satisfy the minimum qualifications and requirements of the applicable dental plan.

ITEM 9 - VISION CARE

9.1 Key Elements

The District will provide and pay 100% of the premium for the basic vision plan for eligible employees and their eligible dependents. The key elements of the vision plan are identified in the Summary Plan Description, a copy of which is available in the District's Human Resources Department.

Provided that the District remains with VSP or with another vision insurance provider which offers such coverage, the VSP "Buy-Up" Plan will be offered to employees. Participation in his plan is voluntary, but an employee electing this option must pay the additional cost of the Buy-Up Plan.

9.2 Safety Glasses

For employees in classifications performing tasks identified by the District as requiring the regular wearing of safety glasses, the District shall provide up to an additional two hundred dollars (\$200) every two (2) years, to be used for the purchase of one pair of prescription safety glasses. The two (2) year cycle for all employees begins January 1 of even numbered years and runs in two (2) year cycles thereafter. In order to qualify for this additional benefit, the employee must purchase the prescription safety glasses at a vendor identified by the District and must purchase District-approved prescription safety glasses.

9.3 Retirees

A retiree can opt to elect retiree vision coverage (Vision Base Plan), only when the person retires. The retiree vision coverage is combined with the retiree dental coverage and cannot be elected separately. The retiree may discontinue only during the annual open enrollment. A retiree that cancels entirely or reduces from retiree +1 to retiree only may not re-elect in any future open enrollment for either the retiree or the discontinued participant. Retirees must agree to have premiums automatically deducted from their monthly pension check. The eligible dependents must be an existing spouse and/or dependent at the time of the employee's retirement. Coverage eligibility discontinues upon Medicare eligibility of the retiree and, for a previously covered dependent, at age 26. The retiree is responsible for payment of 100% of the applicable vision premium.

ITEM 10 - LIFE INSURANCE

10.1 Life Insurance

The District provides Life Insurance for eligible employees. The key elements of the plan are identified in the Summary Plan Description/Policy, a copy of which is available in the District's Human Resources Department.

ITEM 11 – LONG-TERM DISABILITY

11.1 Benefit

The District agrees to maintain and contribute one hundred percent (100%) of the current cost for long-term disability insurance coverage for District employees. It is designed to provide employees who become totally disabled for any reason, with replacement of up to two-thirds (2/3) of monthly regular wages (less certain other deductible benefits and adjustments depending on age). The maximum monthly benefit is eight thousand dollars (\$8,000) per month. There is a sixty (60) day waiting period before benefits begin. The key elements of the plan are identified in the Summary Plan Description/Policy, a copy of which is available in the District's Human Resources Department.

11.2 Pregnancy Disability Leave

Pregnancy, childbirth, or a related medical condition that causes an employee to become unable to perform the essential duties of their job or to perform those duties without undue risk to himself/herself or other persons, shall be treated like any other disability. California Fair Employment practice law provides up to four (4) months of leave, as needed, to any employee disabled by pregnancy, childbirth, or related medical conditions.

ITEM 12 - RETIREMENT PLAN

12.1 General

The District shall cover employees under the Retirement Plan for Employees and Elected Officers of Turlock Irrigation District (“Retirement Plan”). The key elements of the plan are identified in the “Retirement Plan Summary,” a copy of which is available from the Human Resources Department. As provided in the Retirement Plan, different plan benefits and requirements apply to employees hired and who become participants before January 1, 2013, and to those hired and who become participants on or after January 1, 2013.

12.2 Employee Contribution Hired Before January 1, 2013

For employees hired before January 1, 2013 and who become participants in the plan prior to January 1, 2013, subject to adjustment pursuant to this Item 12.4 and 12.5, the employees shall contribute four and one-quarter percent (4.25%) of gross base wages to the Retirement Plan.

12.3 Employee Contribution Hired On or After January 1, 2013

For employees hired on or after January 1, 2013 and who become participants in the plan on or after January 1, 2013, the employee contribution rate shall be in accordance with The California Public Employees' Pension Reform Act of 2013 (PEPRA).

12.4 Amendments

The District shall be authorized to make amendments to the Retirement Plan necessary to maintain its tax qualified status, provided that the District shall not bear any increase in the costs for such amendments determined both on an employee-by-employee basis and on an aggregate basis, and any increased costs in premiums or contributions or any other costs shall be borne by the employees by increasing the contributions by the employees to the Retirement Plan.

12.5 Increased Costs

In no event shall the District bear any increase in the costs attributable to any future renewals of the Retirement Plan coverage or any future adjustments in premiums or contributions or any other costs for the Retirement Plan coverage hereunder determined both on an employee-by-employee basis and on an aggregate basis, and any increased costs shall be borne by the employees by increasing the contributions by the employees to the Retirement Plan.

12.6 Unpaid Leave of Absence Effect on Retirement Plan

No retirement service credit shall accrue during an unpaid leave of absence except when required by law.

ITEM 13 - EXTRA HOURS WORKED

13.1 Exempt Employees (pursuant to the Fair Labor Standards Act)

- a. While it is recognized that some extra hours are expected of exempt employees, an Assistant General Manager has the authority to grant compensatory time off (CTO) for those hours worked over and above expected extra hours on special projects, during emergency situations, and at such other times as the Assistant General Manager deems appropriate. CTO shall be granted on the basis of one (1) hour for each extra hour authorized and worked.
- b. Exempt employees may accumulate up to eighty (80) hours of CTO. District Assistant General Managers have discretionary authority over the amount of CTO (from zero (0) to eighty (80) hours) that may be accumulated at any given point in time by employees within a department, division or section. With the approval of the General Manager, CTO may be accumulated greater than eighty (80) hours.

13.2 Nonexempt Employees (pursuant to the Fair Labor Standards Act)

- a. Nonexempt employees shall not work more than forty (40) hours in a work week without supervisory approval. Nonexempt employees shall be paid at the rate of one and one-half (1½) times the employee's regular rate of pay for all time worked in excess of a forty (40) hour work week. As an alternative, nonexempt employees, with supervisory approval, may elect to receive (CTO) on the basis of one and one-half (1½) hours for each extra hour authorized and worked over forty (40) hours in a work week.
- b. Nonexempt employees may accumulate up to eighty (80) hours of CTO. District Assistant General Managers have discretionary authority over the amount of CTO (from zero (0) to eighty (80) hours) that may be accumulated at any given point in time by employees within a department, division or section. With the approval of the General Manager, CTO may be accumulated greater than eighty (80) hours.

ITEM 14 - EDUCATIONAL ASSISTANCE

14.1 General

The District will provide employees financial assistance in paying the tuition for job-related educational courses. All courses must be taken at an education institution that is accredited by an accreditation agency that is recognized by the Council of Higher Education Accreditation or the United States Department of Education or from a professional organization. To receive tuition aid, an employee must continue to work for the District on a full time basis while taking courses. To be eligible for educational assistance payments, an employee must submit the “Educational Assistance Approval and Reimbursement” form and receive approval from his/her Assistant General Manager prior to enrollment in the educational course. Education assistance payments will be made upon the successful completion of the course and submission of the official records of grades and itemized receipts to the Human Resources Department. To qualify for reimbursement, an employee must receive a grade of “C” or better, or “Pass” if taking a “Pass/Fail” course. No benefit will be payable unless these requirements are met.

14.2 Benefits

The District will contribute to the cost of tuition, registration fees, and textbooks. However, education assistance is limited to two thousand three hundred dollars (\$2,300.) per year per eligible employee.

ITEM 15 - MEDICAL EXAMINATIONS

15.1 Medical Examination Requirement for Promotion

- a. Medical examinations may be required prior to an employee being promoted to a new job classification. The employee will be promoted if in the opinion of the licensed medical examiner he/she is medically capable of performing the duties assigned to the position.
- b. All medical examinations will be performed by a licensed physician and licensed laboratories (certified by the State of California for that test) designated by the District and the District will pay the cost of the medical examination and laboratory tests.
- c. Where a medical examination discloses a medical or psychological condition in the employee which creates rights and responsibilities arising under the Americans with Disabilities Act and/or the California Fair Employment and Housing Act, the District, and the employee agree to comply with the requirements of those laws in evaluating whether the promotion may be granted.

15.2 Accident and Special Medical Examination

- a. When there is reasonable suspicion that an employee is unable, because of a possible medical condition or being under the influence of alcohol or a controlled substance, to perform his/her job duties, the employee may be required by the District to undergo a medical examination. The medical examination may include substance testing and/or psychological testing. Any employee who is directly involved in an accident, including vehicular accidents, or who may have been involved in the sequence of events leading up to an accident, may be required to undergo a medical examination if the supervisor or manager has reasonable cause to believe that a medical condition or the use of alcohol or a controlled substance contributed to the cause of the accident.
- b. All medical examinations will be performed by a licensed physician and licensed laboratories (certified by the State of California for that test) designated by the District and the District will pay the cost of the medical examination and laboratory tests.
- c. Any employee who refuses any required examination or to take any required substance or psychological test shall be considered unfit to work. The employee may then be subject to discipline, up to and including dismissal from employment with the District.
- d. An employee shall be considered unfit to work, if the employee tests positive for alcohol or a controlled substance, if it impairs job performance or creates a risk to the health and safety of the employee or others. Any employee who tests positive for alcohol or a controlled substance shall be scheduled by the Director of Human Resources with an Employee Assistance Program (EAP) counselor for a mandatory intake appointment. Failure of the employee to attend any EAP appointment may result in discipline.

If it is determined that an employee needs further assistance the employee must follow the assistance plan outlined by the EAP counselor. Failure of the employee to follow the assistance plan outlined by the EAP counselor may result in discipline.

- e. An employee who has a medical condition (including, but not limited to a physiological or psychological related condition) which, in the opinion of the licensed medical examiner, impairs the employee's job performance or creates a risk to the health and safety of the employee or others, shall be relieved from duty without pay until the employee is cleared for duty by the licensed medical examiner.
- f. If the employee, at the employee's own expense, presents subsequent medical evidence, acceptable to the Director of Human Resources or designee, that show that the employee meets the medical requirement for the employee's job classification, with no limitations, the District will designate another licensed medical examiner and that opinion shall be final.
- g. If the employee does not obtain a medical opinion in his/her favor within a reasonable time, not to exceed fourteen (14) days, after the date the employee first received the licensed medical examiner's adverse determination, then the employee may be subject to discipline, up to and including dismissal from employment. The District may dismiss from employment any employee who is unfit to work.

ITEM 16 – LOSS OF DRIVING PRIVILEGES

16.1 Loss of Driving Privileges

If an employee's driving privileges are revoked or are in the process of being revoked, the employee must notify his/her supervisor immediately upon notification of license suspension or the probability of the suspension of driving privileges.

If an employee's driver license is suspended or revoked it will be presumed that the employee is not qualified to perform the duties and functions of his/her job. The employee therefore shall be placed on a forced leave of absence without pay for a period of ninety (90) workdays or until the employee has his/her driving privileges reinstated, whichever occurs sooner. If at the end of the ninety (90) workdays forced leave of absence the employee is unable to obtain a driver license, the employee shall be terminated from their existing job classification. The ninety (90) day period may be extended where continuation of employment is required by application of disability discrimination laws.

16.2 Use of Accrued Time During Forced LOA

An employee who is placed on a forced leave of absence under Subsection 16.1 above may use accrued vacation or CTO during the ninety (90) workday forced leave of absence period.

16.3 Benefits During Forced LOA

An employee who is placed on a forced leave of absence under Subsection 16.1 above shall continue to receive medical, dental, vision, life and long term disability benefits during the ninety (90) workday forced leave of absence period and the employee shall continue to be required to make the same level of payments for purchase of those benefits as was required when the employee was actively working.

16.4 Request for Waiver of Forced LOA

An employee who is placed on a forced leave of absence under Subsection 16.1 above and who uses all of his/her accrued vacation and CTO may request a waiver of the balance of the forced leave of absence from the General Manager.

ITEM 17 - RESIDENCY REQUIREMENTS

17.1 Classifications and Location

Any employee who is required to live in housing provided and assigned by the District as a condition of the employee's employment shall sign the form lease agreement.

ITEM 18 - PROHIBITED CONDUCT CONFLICTING WITH DUTIES:
DEVOTION OF FULL-TIME TO EMPLOYMENT

18.1 Restrictions

District employees are expected to devote their full time, attention, and efforts to their work during hours of duty as District employees. An employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a District employee. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- a. Using the prestige or influence of the District for the employee's private gain or advantage or the private gain of another.
- b. Using District time, facilities, equipment, supplies, or employees for private gain or advantage.
- c. Using, or having access to, confidential information available by virtue of District employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- d. Receiving or accepting money or any other consideration from anyone other than the District for the performance of his or her duties as a District employee.
- e. Performance of an act in other than his or her capacity as a District employee knowing that the act may later be subject, directly or indirectly, to the control, inspection, review, audit, or enforcement by the employee.

ITEM 19 - HIRING AND PROMOTIONS

19.1 Philosophy of the District

The philosophy of the District is to work with employees to define career path options and encourage any and all qualified employees to apply for vacant positions. It is the desire of the District to fill each vacancy with the most qualified individual.

19.2 Recruitment

In searching for the most qualified individual(s) the District will consider abilities and skills in management, supervision and communications, and experience and training in the applicable work field. The appointing authority, designated by the District's Board of Directors, may select any of the following hiring options:

- a. Direct an employee to move from one position to another.
- b. Offer a position to an employee.
- c. Limit a recruitment to employees only, but reserve the right to expand the employee only recruitment to non-employee applicants without eliminating from consideration those employees who have applied.
- d. Accept applications from employees and non-employees simultaneously.

19.3 Availability List

The District may establish an availability list. As job openings are filled under Section 19.2 c - d, the remaining job applicants who were not selected to fill a job opening may be placed on an availability list in their order of qualification as determined by the recruitment selection process and may be considered for any future job opening which may occur within the same job classification for a period of twelve (12) months. The appointing authority may or may not use the availability list and has complete discretion.

19.4 Appointments, Promotions, Assignments, and Transfers of Relatives

No employee related to a District officer or employee by blood within the third (3rd) degree of relationship or by marriage within the second (2nd) degree of relationship shall be appointed, promoted, assigned, or transferred where such has the potential for creating adverse impact on supervision, safety, security or morale, or involves potential conflicts of interest. Parents, children, grandparents, brothers, sisters, grandchildren, great grandparents, uncles, aunts, nephews, nieces, great grandchildren of an employee are persons who are related to that employee by blood within the third (3rd) degree of relationship. A spouse, son-in-law, daughter-in-law, parents-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, grandson-in-law, granddaughter-in-law, stepchildren, step grandchildren, stepparents, step grandparents, stepbrothers, and stepsisters of an employee shall be considered persons who are related to that employee by marriage within the second (2nd) degree of relationship.

ITEM 20 - PROBATION FOR NEW EMPLOYEE IN JUST-CAUSE
POSITION

20.1 Probationary Period

A new employee assigned to a job classification not designated by the District's Board of Directors as an at-will job classification shall serve a twelve (12) month probationary period.

20.2 Failure of Probation

- a. Determination of whether a new employee fails or successfully completes probation is within the sole discretion of the District and such determination may be made without cause.
- b. A new employee who fails probation shall be terminated from employment with the District.

ITEM 21 - PROBATION FOR JUST-CAUSE EMPLOYEE IN JUST-
CAUSE POSITION

21.1 Probationary Period

An employee who is assigned, promoted or transferred, from a job classification not designated by the District's Board of Directors as an at-will job classification, into another non-at-will job classification, shall serve a twelve (12) month probationary period.

21.2 Failure of Probation

- a. Determination of whether an employee fails or successfully completes probation is within the sole discretion of the District and such determination may be made without cause.
- b. An employee who fails probation may be returned to his/her immediate former job classification with General Manager approval. The employee may only be terminated from District employment for just cause during the probationary period.

ITEM 22 - DISCIPLINE

22.1 Causes for Discipline and Discharge

Just cause for disciplining an employee covered by this Resolution, up to and including termination from employment, consists of any one or more of the following in accordance with the Positive Discipline Program:

22.2 Reasons for Discipline or Discharge

Each of the following constitutes just cause for discharge or discipline of an employee:

- a. Unexcused absence.
- b. Tardiness.
- c. Abuse or misuse of District property.
- d. Failure to keep supervisor aware of your whereabouts during duty time when availability may be required.
- e. Abuse of any paid or unpaid leave.
- f. Conviction of a misdemeanor or infraction for a moving vehicle violation while operating a District vehicle, conviction of a misdemeanor involving moral turpitude, or conviction of a felony. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), to a charge of a felony or a misdemeanor or infraction of the type described above is deemed to be a conviction within the meaning of this subsection.
- g. Possession, use or under the influence of alcohol, while at work or on District property.
- h. Insubordination or insubordinate conduct.
- i. Violation of a safety rule or practice.
- j. Incompetency.
- k. Dishonesty.
- l. Discourteous treatment of the public or other employees.
- m. Violation of an officially adopted District rule, regulation, or policy.
- n. Falsification of any District report or record.
- o. Inefficiency.
- p. Inexcusable neglect of duty.
- q. Physical altercation with anyone while on the job.
- r. Driving a District vehicle without a valid California motor driver license for the vehicle driven.
- s. Theft, misappropriation, or unauthorized use of District property or of property held in trust by the District.
- t. Leaving assigned place of work without proper authorization.
- u. Doing or performing non-District work while on the job.
- v. Fraud or misrepresentation in securing employment, a promotion, a transfer, or a different job within the District.
- w. Taking extended break periods.
- x. Giving special treatment or favoritism to one District customer over another.
- y. Acceptance from any source of a reward, gift or other form or remuneration in addition to regular compensation for the performance of an employee's official District duties.

- z. Possession of a firearm while on duty or on District premises without authorization from the District. However, employees residing in District owned houses shall not be subject to discipline under this section based upon the mere possession of firearms in such houses, nor shall employees who lawfully transport firearms in their personal vehicles for use before or after work time be subject to discipline under this section for retaining their firearms in their vehicles while parked on District property if District property is the only possible parking location.
- aa. Harassment on any basis prohibited by federal or state law (which currently prohibit harassment on the basis of sex, national origin, race, religion, age, ethnicity, disability, marital status, or other basis prohibited by federal or state law.)
- bb. Possession, use, under the influence of, or trafficking in any illegal drug, including a Controlled Substance while at work or on District property.
- cc. Testing positive to alcohol if the employee's test exceeds acceptable levels published in the Code of Federal Regulations (49 CFR section 382.201, or its subsequent replacement regulation).
- dd. Testing positive to any controlled substance or illegal drug if the employee's test exceeds acceptable levels published in the Code of Federal Regulations (49 CFR section 40.29, or its subsequent replacement regulation).
- ee. Carelessness.
- ff. Negligence.
- gg. Any other acts or conduct that are inimical to the integrity of District operations or its rendering of services to the public.
- hh. Intentional or willful violation of the District's Information Technology Acceptable Use Policy.

22.3 Appeal Process

The procedure for appealing discipline is as follows:

- a. For an oral reminder, there are no appeal rights.
- b. For a written reminder, the appeal must be presented to the employee's Assistant General Manager (or to the General Manager if the employee reports directly to the General Manager) within twenty (20) work days from the date the incident occurred. The Assistant General Manager will respond in writing within fourteen (14) work days. The decision of the Assistant General Manager shall be final, and no further appeal steps will be afforded.
- c. For a demotion, reduction in pay step or decision making leave, the appeal must be presented to the General Manager within twenty (20) work days from the date the incident occurred. The General Manager will respond in writing within fourteen (14) work days. The decision of the General Manager shall be final, and no further appeal steps will be afforded.
- d. For termination, within fourteen (14) work days after receipt of the decision to terminate, the employee may submit to the General Manager a written request for advisory arbitration. Within five (5) work days from receipt of the written request for advisory arbitration, the General Manager shall request the California State Mediation and Conciliation Service to mail the names and resumes of five (5) arbitrators to the General Manager and the employee. Upon receipt of said names, the General Manager and the employee or his representative shall alternatively eliminate from the list one (1)

name at a time until only one (1) name remains. The order of striking arbitrator's names shall be determined by lot. The General Manager shall then contact the selected arbitrator in writing requesting a hearing. The arbitrator shall serve his or her written decision on the parties within sixty (60) work days after close of the hearing, unless the parties stipulate to a longer period. The fees and cost of the arbitrator and court reporter shall be borne fifty percent (50%) by the District and fifty percent (50%) by the employee, unless the employee chooses to have the District pay these fees and costs.

The arbitrator's decision shall be advisory and shall be reviewed and considered along with a transcript of the hearing by the District's Board of Directors. The employee may request an opportunity to address the Board regarding the arbitrator's decision and the appeal. However, no additional testimony or fact finding information will be allowed, except in response to questions of the Board. The Board of Directors shall notify the employee of its final decision within twenty (20) work days after issuance of said advisory opinion, unless the Board requires additional time, in which case the Board or its representative shall so notify the employee.

ITEM 23 – EQUAL EMPLOYMENT OPPORTUNITY

23.1 Non-Discrimination Statement

The District shall not unlawfully discriminate against any employee because of race, religious creed, national origin, marital status, age (over 40), gender, disability, sexual orientation, association membership or non-membership or legally protected association activity, or other basis protected by federal, state, or local employment discrimination laws.

ITEM 24 - LICENSES/CERTIFICATES/CREDENTIALS
REIMBURSEMENTS

24.1 Reimbursement Requirements

The District will reimburse employees for the cost (limited to the examination fee and/or license fee) of obtaining and maintaining work related licenses, certificates or credentials, when it is determined to be in the best interest of the District.

To receive consideration for reimbursement, an employee must:

- a. Be a full time regular employee;
- b. Successfully obtain the license/certificate/credential; and
- c. Apply to the General Manager or designee for consideration of reimbursement.

24.2 Approval

The General Manager or designee shall have discretionary authority in the determination of:

- a. Work related licenses, certificates or credential; and
- b. Whether or not the reimbursement of the cost (limited to the examination fee and or license fee) of obtaining and or maintaining work related licenses, certificates or credentials, would be in the best interest of the District.

SECTION 25 – SPECIAL PROVISIONS

25.1 On-Duty Accident Causing Death

In the event that an employee is involved in an on-duty accident which causes his/her death, the District shall pay to his/her dependents the cost of COBRA medical insurance benefit coverage for eighteen (18) months immediately following the death.

ITEM 26 – MSPC COMPENSATION POLICY

26.1 Compensation Philosophy

The District's compensation goal is to offer a competitive compensation package of salary and benefits to its employees. The District shall have a pay structure that is externally competitive, that maintains internal relationships among all positions based on the relative level of required knowledge, skills, duties and responsibilities, and recognizes individual performance levels and contributions as the basis for pay increases within the established pay ranges. Since the majority of the employees live within the District's boundaries or adjacent communities, the District will compare salary ranges with external private and public sector employers in the local geographical area. For selected positions, state, regional or national markets may be considered when appropriate.

26.2 Responsibility

The MSPC Compensation Policy responsibilities rest with the Compensation Committee and are executed through the Human Resources Department. The Compensation Committee is made up of four (4) members: Director of Human Resources, General Manager and two (2) members of the Board of Directors. A quorum consists of the General Manager and two (2) other members of the compensation committee. The Compensation Committee meets as needed to evaluate and recommend adjustments to individual salaries, salary ranges, new job classifications, changes to job descriptions, and changes to the MSPC Compensation Policy.

Supervisors/Managers are responsible for:

- a. Conducting individual performance appraisals
- b. Recommending step increases
- c. Reviewing job descriptions periodically to ensure accuracy
- d. Communicating the MSPC Compensation Policy to new and existing employees

The MSPC Compensation Policy described within represents current policy and practice within the District. Each element of the policy is reviewed periodically and is subject to change at any time at the sole discretion of the Board of Directors. The General Manager will have sole authority for interpretation of the MSPC Compensation Policy.

26.3 Communication

A salary program is only effective when all Supervisors/Managers and employees understand how salary decisions are made. All employees will receive information from his/her Supervisor/Manager concerning implementation and execution of this policy. All employees will be informed by his/her Supervisor/Manager of their salary range, placement in the salary range and date of their performance appraisal.

New hires will receive a copy of his/her job descriptions, performance review schedule and their salary range at the time of hire or promotion.

26.4 Job Classifications

When the responsibilities and/or duties of a job classification substantially change, the appropriate Assistant General Manager will submit the recommendation for changes to the job description to the Human Resources Department and General Manager for approval. If approved, the recommended changes will be submitted to the Compensation Committee for approval.

For a new job classification, the Assistant General Manager will create a new job description and submit the new job description to the Human Resources Department and General Manager for approval. If approved, the new job description will be submitted to the Compensation Committee for review. Upon the recommendation of the Compensation Committee, the new job description will be submitted to the Board of Directors for approval.

26.5 Salary Ranges

The Compensation Committee will recommend, to the Board of Directors, salary ranges for all job classifications based upon review of the job requirements, knowledge, skills, duties and responsibilities, and internal and external salary surveys when necessary.

- a. The first step represents a rate of pay for an employee who has the minimum qualifications and experience for the position including a newly promoted employee or new hire.
- b. The sixth step represents the rate of pay for a long-term employee who consistently met the job requirements on his/her performance appraisal over an extended period of time and has acquired the knowledge, skills and ability to perform the duties of the job classification with little or no supervision.

26.6 Advancement in the Salary Steps

Advancement in the salary steps is not automatic. Each employee shall be eligible to advance through the salary steps based on performance reviews. A salary step increase will only be awarded if the employee's overall job performance meets or exceeds job performance standards, including stated job performance goals, if applicable. The appropriate Assistant General Manager and/or the General Manager will have the final decision if an employee is to advance to the next step in the salary range.

Employees in the first step will advance to the second step in the salary range after six (6) months of service if the employee's job performance merits advancement. Employees in the second (2nd) step to the fifth (5th) step will advance to the next step in the salary range after one (1) year of service in each of the steps until he/she reaches the sixth (6th) step, if the employee's job performance merits advancement in each of the steps.

If an employee's advancement in a salary step is withheld, the employee's next salary step increase will occur when, in the opinion of the employee's supervisor, the employee's overall job performance meets or exceeds job performance standards, including job performance goals if applicable. Thereafter, the employee will next be eligible for a salary step increase based on the new date on which he/she received the prior salary step increase.

26.7 Changes to a Salary Range for Specific Job Classifications

The importance and value of job classifications may change over time, due to organizational changes, changes in scope, function, knowledge, duties, responsibilities, and internal and external competitive pay levels.

An Assistant General Manager may recommend a review of a job classification in a salary range. The Assistant General Manager will submit his/her proposed recommendation along with any documentation to substantiate the recommendation to the Human Resources Department and General Manager for review. Upon the recommendation of the Director of Human Resources and the General Manager, the proposed change will be submitted to the Compensation Committee for review. Upon the recommendation of the Compensation Committee, the change in a salary range will be submitted to the Board of Directors for approval.

26.8 Review of an Individual Salary Within a Salary Range

At any time, and in order for an employee's compensation to remain competitive, an Assistant General Manager may recommend to the General Manager that an employee be granted special salary step advancement. Such recommendation must be based on recognition of exceptional performance, experience, knowledge or internal or external inequities. The General Manager may then advance the employee in the salary range. Granting a special step increase shall not change an employee's anniversary date for their next regular salary step increase.

26.9 Transfers

A transfer is defined as movement from one job classification to another in the same salary range or a voluntary request to a new job classification in a lower salary range. The General Manager must approve all transfer requests.

If an employee is transferred into a new job classification in the same salary range, the employee will remain at their current salary step and thereafter will progress through the salary range applying the same time frames as provided for in this policy.

If an employee requests a transfer into a new job classification at a lower salary range, experience, knowledge and education will be used to determine placement in the new salary range.

26.10 Demotion

A demotion is defined as an involuntary movement from one job classification to another job classification in a lower salary range.

If an employee is demoted, the Assistant General Manager will recommend to the General Manager or designee placement in the new salary range based on job experience, knowledge, and job performance of the employee, as well as internal equity.

26.11 Promotion

A promotion is defined as a reclassification of an employee into a higher job classification in accordance with the promotion procedures as defined in the MSPC Salary and Benefit Resolution.

An employee promoted will normally be placed at the first (1st) step of the salary range for the new job classification if the first (1st) step is at least five (5) percent above their current salary. The Assistant General Manager may recommend to the General Manager or designee placement above the first (1st) step based on such factors as job experience, knowledge, skills and abilities.

26.12 “Y”-Rating

If an employee’s salary is “Y”-rated and the employee’s salary is above the sixth (6th) step of the salary range, the employee’s salary will remain frozen and the employee will not receive any salary increases, including General Wage Increases, until the sixth (6th) step of the salary range is equal to or more than the employee’s salary.

26.13 Salaries for Newly-Hired Employees

The Assistant General Manager will recommend to the General Manager a salary step for a newly-hired employee. Normally, a newly-hired employee will start at the first (1st) step of the salary range. The Assistant General Manager can recommend in writing to the General Manager to start the employee above the first (1st) step based on such things as job experience, knowledge, skills and abilities.

Effective January 1, 2025, and for employees hired on or after January 1, 2025, a second pay range shall be established for the following classification:

Administrative Assistant

Any new hire to the District on or after January 1, 2025 will be hired into the new / second pay range. In addition, any new hire hired into a new / second pay range will be treated as a “new” employee for the duration of the individual’s District employment if the employee later promoted or otherwise changed jobs at the District to another classification containing a second pay range.

The new pay range effective January 1, 2025 is set forth in Exhibit B.

26.14 General Wage Increase MSPC Salary Adjustments

In order to attract and retain quality employees it will be necessary to adjust salary ranges to reflect changes in the external market. Most of these external influences tend to be driven by changes in the cost of living. The Compensation Committee will consider statistics developed by the Department of Labor to account for this impact. Changes in any Memorandum of Understanding (“MOU”) with a Labor Union or an Employee Association will also be taken into account. As stated in the Compensation Philosophy above, the District’s goal is to maintain internal relationships among all positions based on the relative level of required knowledge, skills, duties and responsibilities.

Another important relationship is the difference in compensation between MSPC managers and the employees they supervise. The bargaining unit employee salary ranges will vary each year based on the negotiated pay rates reflected in the respective MOUs. In order to maintain an adequate level of separation between MSPC and bargaining unit salaries, the Compensation Committee will recommend to the Board of Directors a multiyear program that annually adjusts MSPC salary ranges based on both the desired separation as well as information regarding changes in the cost of living representing approximately the same span of time as the respective bargaining unit MOUs.

26.15 Effect of Leave of Absence on Salary Steps

If an employee is on an unpaid leave of absence, the employee's next salary step increase will be postponed the amount of days the employee was on an unpaid leave of absence.

26.16 Temporary Assignment to a Higher Classification

Employees temporarily assigned to perform all the duties and responsibilities of a higher job classification will be placed at the salary step which is at least five (5) percent above their current salary in accordance with District rules or regulations. Time spent temporarily working in the higher classification shall count as time worked towards advancement to the next salary step in their regular job classification salary range.

26.17 Current Salaries to Steps for Employees in the MSPC Merit Compensation Policy

If an employee's current salary is above the sixth (6th) step in the salary range on April 1, 2014, then that employee's salary will remain "Y"-rated and the employee will not receive any salary increases, including General Wage Increases, until the sixth (6th) step of the salary range is equal to or greater than the employee's salary.

ITEM 27 – GENERAL WAGE INCREASE

27.1 General Wage Increase Effective January 1, 2025

Effective January 1, 2025, the salary ranges shall be increased by four (4) percent.

27.2 General Wage Increase Effective January 1, 2026

Effective January 1, 2026, the salary ranges shall be increased by four (4) percent.

ITEM 28 – GENERAL MANAGER’S WAGE INCREASE

- 28.1 General Manager’s Wage Increase Effective January 1, 2025
Effective January 1, 2025, the General Manager’s salary shall be increased by four (4) percent.
- 28.2 General Manager’s Wage Increase Effective January 1, 2026
Effective January 1, 2026, the General Manager’s salary shall be increased by four (4) percent.

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EXHIBIT A
TURLOCK IRRIGATION DISTRICT
MSPC
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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ACCOUNTANT	6316.00	6628.00	6959.00	7310.00	7672.00	8059.00
ACCOUNTING & FINANCE DEPARTMENT MANAGER	15107.00	15862.00	16655.00	17489.00	18362.00	19281.00
ACCOUNTING DIVISION MANAGER	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
ADMINISTRATIVE ASSISTANT	5562.00	5841.00	6134.00	6439.00	6761.00	7100.00
AGM ELECTRICAL ENGINEERING & OPERATIONS	19785.00	20773.00	21812.00	22904.00	24046.00	25251.00
AGM EXTERNAL AFFAIRS	19785.00	20773.00	21812.00	22904.00	24046.00	25251.00
AGM POWER SUPPLY	19785.00	20773.00	21812.00	22904.00	24046.00	25251.00
AGM WATER RESOURCES	19785.00	20773.00	21812.00	22904.00	24046.00	25251.00
AQUATIC BIOLOGIST I	7496.00	7872.00	8268.00	8677.00	9114.00	9566.00
AQUATIC BIOLOGIST II	8677.00	9114.00	9566.00	10047.00	10548.00	11078.00
ASSISTANT CIVIL ENGINEER	9946.00	10442.00	10964.00	11511.00	12086.00	12691.00
ASSISTANT ELECTRICAL ENGINEER	9946.00	10442.00	10964.00	11511.00	12086.00	12691.00
ASSISTANT POWER GENERATION ENGINEER	9946.00	10442.00	10964.00	11511.00	12086.00	12691.00
ASSOCIATE CIVIL ENGINEER	10964.00	11511.00	12086.00	12691.00	13328.00	13988.00
ASSOCIATE ELECTRICAL ENGINEER	10964.00	11511.00	12086.00	12691.00	13328.00	13988.00
ASSOCIATE POWER GENERATION ENGINEER	10964.00	11511.00	12086.00	12691.00	13328.00	13988.00
CFO / AGM FINANCIAL SERVICES	19785.00	20773.00	21812.00	22904.00	24046.00	25251.00
CHIEF DAM SAFETY ENGINEER	14502.00	15229.00	15989.00	16791.00	17630.00	18512.00
CHIEF HYDROLOGIST	13813.00	14502.00	15229.00	15989.00	16791.00	17630.00
CIVIL ENGINEERING DEPARTMENT MANAGER	14502.00	15229.00	15989.00	16791.00	17630.00	18512.00

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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
COMBUSTION TURBINE DEPARTMENT MANAGER	15140.00	15894.00	16691.00	17524.00	18403.00	19322.00
COMMUNICATIONS DIVISION MANAGER	9924.00	10421.00	10940.00	11490.00	12063.00	12668.00
COMMUNICATIONS SPECIALIST I	7419.00	7787.00	8177.00	8584.00	9017.00	9465.00
COMMUNICATIONS SPECIALIST II	8177.00	8587.00	9017.00	9465.00	9941.00	10435.00
CONSTRUCTION & MAINTENANCE DEPARTMENT MANAGER	11391.00	11963.00	12563.00	13187.00	13848.00	14541.00
CONSTRUCTION DIVISION MANAGER	9237.00	9703.00	10184.00	10696.00	11229.00	11794.00
CUSTOMER SERVICE DEPARTMENT MANAGER	12449.00	13071.00	13725.00	14410.00	15131.00	15888.00
CUSTOMER SERVICE DIVISION MANAGER	9233.00	9695.00	10178.00	10688.00	11223.00	11785.00
CUSTOMER SERVICE MANAGER	7306.00	7672.00	8055.00	8457.00	8880.00	9324.00
DATABASE/SENIOR IT NETWORK ENGINEER	10840.00	11380.00	11951.00	12546.00	13172.00	13832.00
DEPARTMENT ASSISTANT - DPRA	5044.00	5297.00	5562.00	5841.00	6134.00	6439.00
DIRECTOR OF ENERGY MARKETS	16840.00	17680.00	18567.00	19495.00	20470.00	21494.00
DIRECTOR OF EXTERNAL AFFAIRS	14502.00	15229.00	15989.00	16790.00	17630.00	18512.00
DIRECTOR OF FIELD OPERATIONS	16840.00	17680.00	18567.00	19495.00	20470.00	21494.00
DIRECTOR OF HUMAN RESOURCES	14502.00	15229.00	15989.00	16790.00	17630.00	18510.00
DIRECTOR OF POWER GENERATION	16840.00	17680.00	18567.00	19495.00	20470.00	21494.00
DIRECTOR OF WATER RESOURCES & REGULATORY AFFAIRS	13882.00	14575.00	15305.00	16069.00	16875.00	17718.00
ELECTRIC RELIABILITY COMPLIANCE ANALYST I	7664.00	8043.00	8445.00	8867.00	9312.00	9777.00

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TURLOCK IRRIGATION DISTRICT
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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ELECTRIC RELIABILITY COMPLIANCE ANALYST II	8867.00	9312.00	9777.00	10268.00	10781.00	11320.00
ELECTRICAL ENGINEERING & OPERATIONS DEPARTMENT MANAGER	14502.00	15229.00	15989.00	16791.00	17630.00	18512.00
EMERGENCY PREPAREDNESS COORDINATOR	8794.00	9233.00	9692.00	10180.00	10690.00	11224.00
ENERGY EFFICIENCY ANALYST	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
ENERGY MARKETS DEPARTMENT MANAGER	15291.00	16054.00	16859.00	17700.00	18588.00	19516.00
ENERGY SERVICES MANAGER	11686.00	12272.00	12887.00	13527.00	14203.00	14915.00
ENERGY SETTLEMENTS SPECIALIST	6439.00	6761.00	7100.00	7454.00	7826.00	8218.00
ENERGY SPECIALIST SENIOR	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
ENERGY TRADER I	9831.00	10321.00	10838.00	11380.00	11946.00	12546.00
ENERGY TRADER II	10840.00	11380.00	11951.00	12546.00	13172.00	13832.00
ENGINEERING TECHNICIAN SENIOR - CIVIL ENGINEERING	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
ENGINEERING TECHNICIAN SENIOR - ELECTRICAL ENGINEERING	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
ENGINEERING TECHNICIAN SENIOR - LA GRANGE	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
ENGINEERING TECHNICIAN SENIOR - SURVEYING	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
ENVIRONMENTAL HEALTH & SAFETY DIVISION MANAGER	9831.00	10321.00	10838.00	11380.00	11946.00	12546.00
ENVIRONMENTAL HEALTH & SAFETY SPECIALIST	7642.00	8025.00	8427.00	8846.00	9291.00	9752.00
EQUIPMENT OPERATIONS & PEST CONTROL DIVISION MANAGER	9237.00	9703.00	10184.00	10696.00	11229.00	11794.00

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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
EXECUTIVE ASSISTANT TO THE GENERAL MANAGER	6439.00	6761.00	7100.00	7454.00	7826.00	8218.00
EXECUTIVE SECRETARY TO THE BOARD	7427.00	7797.00	8186.00	8596.00	9025.00	9476.00
EXTERNAL AFFAIRS DEPARTMENT MANAGER	13038.00	13688.00	14374.00	15094.00	15848.00	16637.00
FACILITIES DIVISION MANAGER	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
FINANCE MANAGER	13813.00	14502.00	15229.00	15989.00	16791.00	17630.00
FINANCIAL REPORTING MANAGER	12086.00	12691.00	13328.00	13988.00	14689.00	15425.00
FLEET & FABRICATION DIVISION MANAGER	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
GUNITE & PIPELINE DIVISION MANAGER	9237.00	9703.00	10184.00	10696.00	11229.00	11794.00
HUMAN RESOURCES ANALYST I	8090.00	8490.00	8918.00	9362.00	9831.00	10321.00
HUMAN RESOURCES ANALYST II	9362.00	9831.00	10321.00	10840.00	11380.00	11951.00
HUMAN RESOURCES COORDINATOR	7496.00	7871.00	8265.00	8679.00	9114.00	9565.00
HUMAN RESOURCES TECHNICIAN	6439.00	6761.00	7100.00	7454.00	7826.00	8218.00
HYDROELECTRIC DEPARTMENT MANAGER	14133.00	14838.00	15581.00	16362.00	17179.00	18035.00
HYDROELECTRIC DIVISION MANAGER	11634.00	12217.00	12827.00	13469.00	14142.00	14849.00
IT ENERGY MANAGEMENT SYSTEMS ENGINEER I	7335.00	7703.00	8090.00	8490.00	8918.00	9360.00
IT ENERGY MANAGEMENT SYSTEMS ENGINEER II	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
IT INFORMATION SECURITY MANAGER	12527.00	13158.00	13815.00	14506.00	15231.00	15989.00
IT NETWORK ENGINEER I	7335.00	7703.00	8090.00	8490.00	8918.00	9360.00

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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
IT NETWORK ENGINEER II	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
IT SECURITY ANALYST I	7335.00	7703.00	8090.00	8490.00	8918.00	9360.00
IT SECURITY ANALYST II	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
IT SERVICE DESK SUPERVISOR	7672.00	8056.00	8459.00	8880.00	9324.00	9792.00
IT SERVICES APPLICATIONS MANAGER	12527.00	13158.00	13815.00	14506.00	15231.00	15989.00
IT SERVICES DEPARTMENT MANAGER	13813.00	14502.00	15229.00	15989.00	16791.00	17630.00
IT SERVICES OPERATIONS MANAGER	12527.00	13158.00	13815.00	14506.00	15231.00	15989.00
IT SERVICES PROJECT ANALYST I	7664.00	8043.00	8445.00	8867.00	9312.00	9777.00
IT SERVICES PROJECT ANALYST II	8867.00	9311.00	9777.00	10268.00	10781.00	11320.00
IT SOFTWARE ENGINEER I	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
IT SOFTWARE ENGINEER II	9831.00	10321.00	10838.00	11380.00	11946.00	12546.00
JOB SCHEDULER	6619.00	6950.00	7299.00	7663.00	8045.00	8448.00
LEGISLATIVE ANALYST	8794.00	9233.00	9692.00	10180.00	10690.00	11224.00
LINE DEPARTMENT MANAGER	16618.00	17446.00	18322.00	19236.00	20201.00	21211.00
LINE DIVISION MANAGER	12947.00	13598.00	14278.00	14987.00	15736.00	16524.00
MAINTENANCE & OPERATIONS DEPARTMENT MANAGER	15029.00	15778.00	16569.00	17396.00	18269.00	19181.00
MANAGER OF SECURITY & EMERGENCY PREPAREDNESS	11328.00	11892.00	12489.00	13111.00	13764.00	14454.00
MATERIALS MANAGEMENT DEPARTMENT MANAGER	10576.00	11107.00	11660.00	12244.00	12854.00	13499.00
METERING DIVISION MANAGER	12118.00	12726.00	13364.00	14028.00	14729.00	15467.00
PARK MAINTENANCE SUPERVISOR	7160.00	7517.00	7895.00	8289.00	8703.00	9136.00
PAYROLL ACCOUNTANT	6316.00	6628.00	6959.00	7310.00	7672.00	8059.00

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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
POWER CONTROL CENTER DEPARTMENT MANAGER	15412.00	16182.00	16991.00	17841.00	18733.00	19670.00
POWER CONTROL CENTER DIVISION MANAGER	13815.00	14506.00	15231.00	15992.00	16792.00	17632.00
POWER CONTROL CENTER TRAINER I	10092.00	10598.00	11126.00	11686.00	12268.00	12883.00
POWER CONTROL CENTER TRAINER II	12268.00	12883.00	13529.00	14202.00	14913.00	15660.00
POWER PLANT ENGINEERING DEPARTMENT MANAGER	14502.00	15229.00	15989.00	16791.00	17630.00	18512.00
POWER PLANT REGULATORY COMPLIANCE OFFICER	8794.00	9233.00	9692.00	10180.00	10690.00	11224.00
PRINCIPAL ENGINEERING TECHNICIAN - ELECTRICAL ENGINEERING	8907.00	9353.00	9818.00	10311.00	10826.00	11366.00
PROJECT COORDINATOR	6414.00	6734.00	7071.00	7425.00	7796.00	8186.00
PURCHASING DIVISION MANAGER	8923.00	9367.00	9839.00	10329.00	10848.00	11390.00
RATES & RISK DEPARTMENT MANAGER	13813.00	14502.00	15229.00	15989.00	16791.00	17630.00
RECREATION DEPARTMENT MANAGER	11274.00	11840.00	12430.00	13052.00	13702.00	14390.00
RECREATION DIVISION MANAGER	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
REGULATORY ANALYST	9362.00	9831.00	10321.00	10840.00	11380.00	11951.00
RESOURCE PLANNING DEPARTMENT MANAGER	13924.00	14618.00	15351.00	16117.00	16925.00	17771.00
RISK & INVESTMENT ANALYST	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
SECURITY SPECIALIST	8472.00	8893.00	9340.00	9807.00	10298.00	10810.00
SENIOR ACCOUNTANT	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
SENIOR BUYER I	6659.00	6993.00	7339.00	7711.00	8095.00	8502.00

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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
SENIOR BUYER II	7711.00	8095.00	8502.00	8923.00	9367.00	9839.00
SENIOR CIVIL ENGINEER	12086.00	12691.00	13328.00	13988.00	14689.00	15425.00
SENIOR ELECTRICAL ENGINEER	12086.00	12691.00	13328.00	13988.00	14689.00	15425.00
SENIOR IT ENERGY MANAGEMENT SYSTEMS ENGINEER	10840.00	11380.00	11951.00	12546.00	13172.00	13832.00
SENIOR IT SECURITY ANALYST	11380.00	11951.00	12550.00	13174.00	13834.00	14527.00
SENIOR IT SERVICES PROJECT ANALYST	10268.00	10783.00	11320.00	11886.00	12481.00	13105.00
SENIOR IT SOFTWARE ENGINEER	11380.00	11951.00	12550.00	13174.00	13834.00	14527.00
SENIOR POWER GENERATION ENGINEER	12086.00	12691.00	13328.00	13988.00	14689.00	15425.00
SUBSTATION DIVISION MANAGER	12527.00	13158.00	13815.00	14506.00	15231.00	15989.00
SUPERVISING ENGINEERING TECHNICIAN - CIVIL ENGINEERING	9362.00	9831.00	10321.00	10840.00	11380.00	11951.00
SUPERVISING ENGINEERING TECHNICIAN-ELEC ENGINEERING	11010.00	11561.00	12138.00	12748.00	13383.00	14054.00
SURVEY & RIGHT-OF-WAY MANAGER	9831.00	10321.00	10838.00	11380.00	11946.00	12546.00
TECHNICAL ARCHITECT	11686.00	12272.00	12887.00	13527.00	14203.00	14915.00
TRADING & SCHEDULING DIVISION MANAGER	12527.00	13158.00	13815.00	14506.00	15231.00	15989.00
UTILITY ANALYST I	9362.00	9831.00	10321.00	10840.00	11380.00	11951.00
UTILITY ANALYST II	11380.00	11951.00	12550.00	13174.00	13834.00	14527.00
UTILITY ANALYST I - ENERGY RESOURCES	9362.00	9831.00	10321.00	10840.00	11380.00	11951.00
UTILITY ANALYST II - ENERGY RESOURCES	11380.00	11951.00	12550.00	13174.00	13834.00	14527.00
UTILITY ANALYST I - HYDROLOGIST	9362.00	9831.00	10321.00	10840.00	11380.00	11951.00

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JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
UTILITY ANALYST II - HYDROLOGIST	11380.00	11951.00	12550.00	13174.00	13834.00	14527.00
UTILITY ANALYST I - RESOURCE PLANNING	9362.00	9831.00	10321.00	10840.00	11380.00	11951.00
UTILITY ANALYST II - RESOURCE PLANNING	11380.00	11951.00	12550.00	13174.00	13834.00	14527.00
WAREHOUSE SUPERVISOR	7642.00	8025.00	8427.00	8846.00	9291.00	9752.00
WATER & ENERGY MANAGEMENT SYSTEMS MANAGER	12527.00	13158.00	13815.00	14506.00	15231.00	15989.00
WATER DISTRIBUTION DEPARTMENT MANAGER	12074.00	12680.00	13316.00	13978.00	14678.00	15413.00
WATER OPERATIONS MANAGER	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
WATER RECORDS MANAGER	8490.00	8918.00	9360.00	9831.00	10321.00	10840.00
WATER RESOURCES ANALYST I	7695.00	8077.00	8483.00	8907.00	9353.00	9818.00
WATER RESOURCES ANALYST II	8907.00	9353.00	9818.00	10311.00	10826.00	11366.00

EXHIBIT B
TURLOCK IRRIGATION DISTRICT
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RATES FOR EMPLOYEES IN THE CLASSIFICATION PER SECTION 26.13

JOB TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
ADMINISTRATIVE ASSISTANT	5278.00	5542.00	5819.00	6110.00	6416.00	6736.00

EXHIBIT C

CATASTROPHIC LEAVE PROGRAM

Intent:

The Catastrophic Leave Program (CLP) is designed to assist full time, regular employees (including bargaining as well as non-bargaining) who have exhausted all paid leave due to a serious or catastrophic illness, injury of the employee, or because the employee has been providing necessary care to a member of his/her immediate family who has a serious catastrophic illness or injury. The CLP allows other District employees voluntarily to donate vacation or compensatory time off (CTO) to an employee who meets the eligibility requirements so the recipient will be able to remain on paid status for a longer period of time, or until the employee qualifies for long-term disability.

Eligibility:

An employee in a full time, regular position may be eligible to participate in the CLP. An eligible employee must have a verifiable serious or catastrophic illness or injury, or have a member of his/her immediate family with a verifiable serious or catastrophic illness or injury which results in the employee being requested to take time off from work to care for that family member. The employee must have exhausted all vacation, sick leave, and CTO.

Guidelines:

1. The maximum number of donated hours an employee may receive in any calendar year is five hundred twenty eight (528) hours or until the employee qualifies for long term disability, whichever occurs first.
2. Subject to number three (3) below, there is no limit on the number of vacation or CTO hours which may be donated.
3. A donating employee must have a minimum balance of forty (40) hours of vacation or CTO after making any donation.
4. Made and donated hours are used on an hour-for-hour basis regardless of the hourly rate of the donor or the recipient.
5. Donations are converted to sick leave, credited to the recipient, and paid when used at the recipient's normal hourly rate of pay.
6. Donated hours will be credited to the employee's sick leave bank from the donors' vacation or CTO bank on an as-needed basis and on a pro-rated basis, based on the contributions of the donor(s). Unused donations will not be credited to the employee's sick leave bank and will be returned to the donor(s). If the employee is later credited back their sick leave for the time he/she used donated Catastrophic leave, the hours which are credited back will be credited to the donor(s) and not to the employee on pro-rated basis.
7. All donations will remain confidential, except as required for administration of the program.
8. In any calendar year no further donations will be accepted after the recipient has received the maximum allowable under number one (1) above.

Procedure:

1. An employee who has exhausted, or soon will exhaust, sick leave, vacation and CTO, or the employee's representative, must request the employee's participation in the CLP on an application form and supply written verification of the illness or injury from the physician. The completed form will be given to the Human Resources Department.
2. The Human Resources Department will then notify employees District wide of the request.
3. The minimum initial donation will be four (4) hours. Any donation beyond four (4) hours will be in increments of whole hours.