 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 2.2</b>
	<b>Effective Date: September 26, 2018</b>
<b>Subject: Non-Base Building Pay</b>	<b>Supersedes: November 14, 2011</b>
	<b>Approved by: General Manager</b>

## 1.0 PURPOSE

- 1.1 The purpose of this policy is to establish uniform guidelines and procedures for non-base building pay that does not become a permanent part of base pay, and may vary in amount from period to period.

## 2.0 ORGANIZATIONAL UNITS AFFECTED

- 2.1 All Orange County Sanitation District (OCSD) regular, full-time employees, as specified herein.

## 3.0 DEFINITIONS

- 3.1 Acting means performing substantially all of the duties of a vacant, budgeted position, unless otherwise stipulated by an employee's affiliated bargaining unit Memorandum of Understanding (MOU), with a higher maximum rate of pay.
- 3.2 Call-Back Pay is compensation provided to employees for returning to work at the direction of OCSD management.
- 3.3 Development Pay is non-base building compensation provided to employees for obtaining job-related educational degrees, certificates and/or licenses that increase job knowledge, skills, and abilities.
- 3.4 Exempt Employees are those employees who are not covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. Such employees are considered exempt by virtue of their duties in conformance with the Act's definition of executive, administrative and professional responsibilities.
- 3.5 Non-Exempt Employees are those employees who are covered by the minimum wage and overtime provisions of the Fair Labor Standards Act, as amended. Such employees, because of the type of work that they perform and their earnings level, are subject to receiving overtime pay.
- 3.6 Overtime is the number of hours which are counted as time worked in excess of forty (40) hours during a workweek.
- 3.7 Shift Differential Pay is additional compensation provided to employees who are regularly assigned to work a night shift.
- 3.8 Standby is time during which an employee is not required to be at the work location or at the employee's residence but is required to be available for immediate return to

work.

- 3.9 Substitution Pay is compensation provided to employees in the Operations and Maintenance Department for performing the duties of an absent supervisor.
- 3.10 Workweek for full-time employees is forty (40) hours per one hundred sixty-eight (168) hour period, to be paid on a biweekly payroll basis of eighty (80) hours worked. Employee work periods may be scheduled in shifts of four (4) 9-hour days, and one (1) four-hour day each workweek (9/80 schedule), five (5) 8-hour days each workweek (10/80), four (4) 10-hour days each workweek (8/80), or three (3) 12-hour days and one (1) 4-hour day each workweek (7/80). The starting and ending times of individual employees' workweeks may vary.
- 3.11 Variable Special Pay is additional compensation in the form of a one-time lump sum payment for an eligible employee who assumes the responsibilities of another position for an extended period of time due to a leave of absence or unusual circumstances.

#### 4.0 POLICY/PROCEDURE

##### 4.1 The following pay types apply to exempt and non-exempt regular, full-time employees:

###### 4.1.1 **ACTING PAY**

4.1.1.1 Unless otherwise stipulated by an employee's affiliated bargaining unit MOU, employees who are temporarily assigned by OCSD management to perform substantially all of the duties of an open, budgeted higher level classification for a period of at least one hundred (100) consecutive hours will be eligible for a salary increase up to a maximum of six (6) months.

4.1.1.1.1 For service beyond one hundred (100) consecutive hours, pay shall be one (1) step greater than the employee's current rate of pay, or at the minimum of the pay range for the acting position, whichever is greater.

4.1.1.1.2 The higher rate of pay begins with the 101<sup>st</sup> hour, and continues until the assignment ends.

4.1.1.1.3 Requests for Acting Pay require the pre-approval of the employee's Department Director or designee and the Director of Human Resources, or designee.

###### 4.1.2 **DEVELOPMENT PAY**

4.1.2.1 Development Pay is intended to promote employee efforts that increase job knowledge, skills, and abilities, consistent with OCSD personnel policies and procedures regarding tuition and certification reimbursement and in accordance with Policy 4.11 Development Pay and Development Pay Program Guidelines provided on the Human Resources website.

4.1.2.2 Development Pay is a non-base building pay type that is distributed in a lump-sum amount each pay period.

#### 4.1.2.3 Educational Degrees

- 4.1.2.3.1 Exempt employees who obtain or have obtained a graduate degree of approved subjects at an accredited college or university will receive \$75.00 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.3.2 Non-exempt employees who obtain or have obtained an undergraduate (bachelor's) degree of approved subjects at an accredited college or university will receive \$41.53 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.3.3 Non-exempt employees who obtain or have obtained an associate's degree of approved subjects at an accredited college or university will receive \$20.76 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.3.4 The maximum amount of education Development Pay for non-exempt employees with both an associate's and bachelor's degree is fixed at \$41.53 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.

#### 4.1.2.4 Certification / License

- 4.1.2.4.1 Employees who obtain or who have obtained a District approved certification or license will receive \$15.24 per pay period per certification or license with a maximum of three (3) certificates and /or licenses, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.5 The overall maximum Development Pay for education, certificates and/or licenses for exempt employees is fixed at \$120.72 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.
- 4.1.2.6 The overall maximum Development Pay for education, certificates and/or licenses for non-exempt employees is fixed at \$64.39 per pay period, unless stipulated otherwise in the employee's affiliated bargaining unit Memorandum of Understanding or Board resolution.

#### 4.1.3 **SEVERANCE PAY**

- 4.1.3.1 When a full-time regular employee is separated from employment by action of OCSD, except for disciplinary cause, the employee will be notified in writing two (2) weeks prior to the effective separation date. Unless otherwise stipulated in the employee's affiliated bargaining

unit MOU, the employee will be entitled to severance pay in accordance with the formula set forth below:

4.1.3.1.1 Full-time, regular employees shall be entitled to eight (8) hours pay for each full calendar month of continuous employment, not to exceed one hundred sixty (160) hours pay, or as may be determined by the General Manager.

4.1.3.2 Employees in part-time classifications, Student Interns, probationary employees, and employees who are separated for cause are not eligible for severance pay under any circumstances.

4.1.4 **SHIFT DIFFERENTIAL PAY**

4.1.4.1 Employees who are assigned to work a night shift that consists of 50% or more of their hours between 6:00 p.m. and 6:00 a.m., and who actually work that shift, shall receive a shift differential of \$3.00 per hour, unless otherwise stipulated by an employee's affiliated bargaining unit MOU.

4.1.5 **UNSCHEDULED OVERTIME MEALS**

4.1.5.1 When employees are required to work overtime due to an emergency, and actually work at least five (5) hours, or due to an unanticipated extension of their regular workday that includes a regular meal period, employees are entitled to reimbursement for the actual cost of a meal, not to exceed applicable per diem amounts, in addition to any compensation for time worked. Receipts are not required to receive the per diem amount. In lieu of cash reimbursement, OCSD may provide actual food service to the employees.

4.1.5.2 Per diem reimbursement and reimbursement for an individual's meal not eaten at the time and location of the overtime worked will be taxable.

4.2 **The following pay types only apply to regular, full-time non-exempt employees:**

4.2.1 **CALL-BACK PAY**

4.2.1.1 Unless otherwise stipulated by an employee's affiliated bargaining unit MOU, Call Back Pay shall be applied in accordance with the following provisions.

4.2.1.2 An employee shall receive a minimum of three (3) hours of call-back pay in the following instances:

4.2.1.2.1 When an employee is called back to work by OCSD without prior notice, and the employee has completed his or her normal work shift for that day and left the work site.

4.2.1.2.2 When prior notice is given by OCSD, but the work begins on the same day at least three (3) hours after completion of an employee's regular shift.

- 4.2.1.2.3 When an employee assigned to standby is actually called to work.
- 4.2.1.3 The three (3) hour minimum, whether or not actually worked, shall be paid at the rate of one and one half (1.5) times the employee's regular hourly rate.
- 4.2.1.4 If the actual work time exceeds three (3) hours, the employee will be compensated for that time as well, except that no employee may be compensated for more than sixteen (16) hours in a 24-hour period.
- 4.2.1.5 The call back period shall begin when the standby employee has been informed by the District to return to work. The call back period shall end when either the employee arrives at his or her residence or the original destination; in either case, the employee must inform the District upon arrival.
- 4.2.1.6 If the call back period has ended and the employee is called back to work (whether within or outside of the 3-hour minimum timeframe), a new call back period will be started and the employee will be eligible for at least the 3-hour minimum call back pay.
- 4.2.1.7 If the call back period has not ended and the employee is called back to work (whether within or outside of the 3-hour minimum timeframe), the call back period and associated pay will continue but the employee will not be eligible for another 3-hour minimum call back pay.
- 4.2.1.8 Call back pay is applied per call back and not per work assignment or work order.
- 4.2.1.9 Call back work performed by employees on standby assignments is intended for activities that are imperative and not routine in nature, as determined by the applicable on-duty Operations Supervisor or designee.
  - 4.2.1.9.1 In some instances, if call back work can be postponed for several hours, the Operations Supervisor or designee will do so as a courtesy to the employee and to allow for the work to be performed during daylight or day shift. For instance, a breakdown occurs at 3:00am but work can be postponed a few hours so the standby employee can be called in at 6:00am.

#### 4.2.2 **OVERTIME PAY**

- 4.2.2.1 Employees who work in excess of forty (40) hours in a workweek shall be paid one-and-a-half (1.5) times their regular rate of pay.
- 4.2.2.2 Employees shall not be paid overtime compensation until forty (40) hours of work time, which includes scheduled leave, is reached in a seven (7) day workweek.
- 4.2.2.3 For purposes of overtime, all time charged to unscheduled sick or personal leave will not be counted as time worked.

4.2.3 **STANDBY PAY**

- 4.2.3.1 Standby Pay applies to employees who are placed on a standby assignment as stipulated by an employee's affiliated bargaining unit MOU.
- 4.2.3.2 An employee who is placed on a standby assignment shall be compensated at the rate stipulated in the employee's affiliated bargaining unit Memorandum of Understanding, and will also receive call-back pay when actually called to work.
- 4.2.3.3 Standby assignments shall first be made on a voluntary basis.
- 4.2.3.4 Standby lists shall be established as stipulated in the employee's affiliated bargaining unit Memorandum of Understanding.

4.3 **The following pay type applies to all employees:**

4.3.1 **HOLIDAY PAY**

- 4.3.1.1 Employees shall receive holiday pay for OCSD-observed holidays.
- 4.3.1.2 Employees shall receive holiday pay if their entire scheduled work shift immediately preceding and following the holiday is in a paid payroll status, meaning the employee worked those shifts or utilized paid time off in lieu of working those shifts.
- 4.3.1.3 Holiday pay for part-time employees is based on a nine (9) hour workday. It is paid on the following prorated basis:

<b>NORMALLY SCHEDULED HOURS OF WORK PER WEEK</b>	<b>PERCENT BENEFIT/SUBSIDY</b>
0 –19, inclusive	None
20 –29, inclusive	50% - (4.5) hours
30 – 39, inclusive	75% - (6.75) hours

- 4.3.1.4 **Regularly Scheduled Work Day is a Holiday:** When a holiday occurs on an employee's regularly scheduled work day, the employee will have the day off and be paid at the employee's regular rate of pay for the holiday.
- 4.3.1.5 **Regularly Scheduled Day Off is a Holiday:** When a holiday occurs on an employee's regularly scheduled day off, the employee will have the day off and accrue compensatory time for the amount of hours normally scheduled for that day.
- 4.3.1.6 **Working on a Holiday:** When an affected employee's work schedule requires, with management approval, that work be performed on an observed holiday, the employee shall be paid:
  - 4.3.1.6.1 At the employee's regular rate of pay for the holiday or receive an equivalent amount of holiday compensatory time; and

4.3.1.6.2 Receive overtime pay at the rate of one-and-one-half (1.5) times their regular hourly rate for all hours actually worked.

4.3.1.7 Employees with a compensatory time off balance in excess of fifty (50) hours as of the last pay period ending in October will receive a mandatory payout for the hours that exceed fifty (50).

4.3.1.8 The days listed below are observed by OCSD as holidays for noted calendar years, as examples. Employees who are assigned to eight (8), nine (9) or ten (10) hour shifts, observe the holidays listed in Schedule A. Employees who are assigned to twelve (12) hour shifts observe the holidays listed in Schedule B.

<b>SCHEDULE A for 8, 9 &amp; 10 Hour Shifts</b>			
<b>HOLIDAY</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
New Year's Day	January 2	January 1	January 1
Lincoln's Birthday	February 13	February 12	February 12
President's Day	February 20	February 19	February 18
Memorial Day	May 29	May 28	May 27
Independence Day	July 4	July 4	July 4
Labor Day	September 4	September 3	September 2
Veteran's Day	November 10	November 12	November 11
Thanksgiving Day	November 23	November 22	November 28
Day after Thanksgiving	November 24	November 23	November 29
Day before Christmas	December 25	December 24	December 24
Christmas	December 26	December 25	December 25
Floating Holiday	See MOU	See MOU	See MOU

<b>SCHEDULE B for 12 Hour Shifts</b>			
<b>HOLIDAY</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
New Year's Day	January 1	January 1	January 1
Lincoln's Birthday	February 12	February 12	February 12
President's Day	February 20	February 19	February 18
Memorial Day	May 29	May 28	May 27
Independence Day	July 4	July 4	July 4
Labor Day	September 4	September 3	September 2
Veteran's Day	November 11	November 11	November 11
Thanksgiving Day	November 23	November 22	November 28
Day after Thanksgiving	November 24	November 23	November 29
Day before Christmas	December 24	December 24	December 24
Christmas	December 25	December 25	December 25
Floating Holiday	See MOU	See MOU	See MOU

4.3.1.9 **Floating Holiday:**

4.3.1.10 Employees may elect one (1) day during each calendar year as a Floating Holiday.

4.3.1.11 There will be no more than one (1) Floating Holiday granted to an employee in any calendar year.

4.3.1.12 New employees will be granted a Floating Holiday on the following pro-rata basis in their first calendar year of service:

Hire Month	Percent of Floating Holiday Granted
January - March	100%
April - June	75%
July - September	50%
October - December	0%

4.3.1.13 The Floating Holiday shall only be used as a full day increment unless the holiday is pro-rated. As such, the percent of holiday granted shall be used in one (1) occurrence.

4.3.1.14 The Floating Holiday must be used within the calendar year it is granted. The Floating Holiday will not be carried over from one (1) calendar year to the next. If not used within the year granted, the Floating Holiday is lost.

4.3.1.15 Within the year granted, an unused Floating Holiday is not subject to cash out or eligible for any mandatory payout regardless of the reason.

4.3.1.16 Every effort shall be made to grant an employee's request for a Floating Holiday off, subject to business requirements, providing an employee gives sufficient advance notice to his/her supervisor.

4.3.1.17 A Floating Holiday should be used by the last full pay period in December of the year in which it is granted. However, an employee may choose to use the Floating Holiday after the last full pay period up until December 31.

4.4 **The following pay types apply to specified employees only:**

4.4.1 ***EXTRAORDINARY SERVICES COMPENSATION***

4.4.1.1 In accordance with applicable MOU provisions, employees may be eligible to receive additional compensation for performing extraordinary services under specific circumstances.



4.4.1.2 Except for performing extraordinary services as defined in this policy, exempt employees are not entitled to receive any compensation or compensatory time off for service rendered beyond their normal work schedule.

**4.4.2 SUBSTITUTION PAY**

4.4.2.1 In accordance with applicable MOU provisions, employees in the Operations and Maintenance Department who are assigned by OCSD management to perform the duties of an absent supervisor shall be eligible for Substitution Pay.

**4.4.3 VARIABLE SPECIAL PAY**

4.4.3.1 Only Executive Management Team, Manager Group, and exempt Confidential Group employees are eligible for Variable Special Pay.

4.4.3.2 An eligible employee must assume the responsibilities of another position for at least thirty (30) days in order to receive Variable Special Pay, and such pay is limited to no more than three (3) months.

4.4.3.3 Requests for Variable Special Pay require a review by the Human Resources Department and approval of the General Manager.

4.4.3.4 Employees retain the normal duties of their regularly assigned position when assuming the responsibilities of another position.

4.4.3.5 A one (1) time lump sum payment shall be applied at the end of the leave of absence coverage.

4.4.3.6 Calculation of Variable Special Pay is as follows:

4.4.3.6.1 Determine number of workweeks of the leave of absence. Four (4) workweeks equals one month. Two (2) workweeks equals half of a month.

4.4.3.6.2 For employee covering the leave of absence, multiply 1% of the annual base salary which will equal the "baseline amount".

4.4.3.6.3 Multiply the "baseline amount" by the number of months covered, which will equal the one (1) time lump sum of the Variable Special Pay amount.

4.4.3.6.4 Example: If the annual base salary of the employee covering the leave of absence is \$90,000. The "baseline amount" equals \$900 (1% X \$90,000).

<b>Length of Coverage</b>	<b>Variable Special Pay Amount</b>
1 month	\$900.00
1.5 months	\$1350.00 (\$900 x 1.5)
2 months	\$1800 (\$900 X 2)
2.5 months	\$2250 (\$900 X 2.5)

Length of Coverage	Variable Special Pay Amount
3 months	\$2700 (\$900 X 3)

## 5.0 EXCEPTIONS


- 5.1 Student interns are ineligible for non-base building pay types, except overtime, if applicable.
- 5.2 **Acting Pay:** Eligibility periods may be waived at the discretion of the General Manager.
- 5.3 **Development Pay:** Part-time employees are eligible for Development Pay.
- 5.4 **Holiday Pay:** During the waiting period for disability benefits, employees will receive holiday pay in accordance with OCSD policy. When an employee is receiving disability payments from the insurance carrier, the employee will be ineligible for holiday pay through OCSD since disability payments are based on a percentage of salary irrespective of when a holiday occurs.
- 5.5 If a regularly scheduled holiday occurs on a Saturday, the previous Friday shall be taken off as the "holiday" for pay purposes. If a regularly scheduled holiday occurs on a Sunday, then the following Monday shall be taken off as the "holiday" for pay purposes.
- 5.6 **Variable Special Pay:** Coverage for a leave of absence longer than three (3) months shall be re-evaluated by the Human Resources Department and if applicable re-approved by the General Manager based upon business necessity, operational requirements, or any other extenuating circumstance.

## 6.0 PROVISIONS AND CONDITIONS

## 7.0 RELATED DOCUMENTS

- 7.1 Development Pay Program Guidelines
- 7.2 Extraordinary Services Compensation Request form
- 7.3 Fair Labor Standards Act
- 7.4 Policy 2.1, Classification & Compensation
- 7.5 Policy 4.7, Pro Rata Benefits for Part-Time Employees
- 7.6 Policy 3.1.1, Hours of Work – Non-Exempt Employees
- 7.7 Policy 3.1.2, Hours of Work – Exempt Employees
- 7.8 Policy 4.3, Tuition Reimbursement

- 7.9 Policy 4.4, Certification Reimbursement
- 7.10 Policy 4.11, Development Pay
- 7.11 OCERS – Compensation Earnable for Legacy General Members

 <b>Orange County Sanitation District Personnel Policies</b>	<b>Policy Number: 3.3</b>
	<b>Effective Date: September 26, 2018</b>
<b>Subject: Leave-of-Absence with Pay</b>	<b>Supersedes: September 3, 2013</b>
	<b>Approved by: General Manager</b>

**1.0 PURPOSE**

1.1 The purpose of this policy is to establish uniform guidelines and procedures for use in the administration of the Orange County Sanitation District's (OCSD's) leave-of-absence with pay program.

**2.0 ORGANIZATIONAL UNITS AFFECTED**

2.1 All regular OCSD employees.

**3.0 DEFINITIONS**

**4.0 POLICY**

4.1 **Vacation Leave.** Except as otherwise provided, regular full-time employees accrue vacation leave in accordance with the following schedule:

<b>Years of Service</b>	<b>Hours-Biweekly</b>	<b>Hours-Annually</b>
In years 0 through 4	3.08	80
In years 5 through 10	4.62	120
In year 11	4.93	128
In year 12	5.24	136
In year 13	5.54	144
In year 14	5.85	152
In year 15	6.16	160
In year 16	6.46	168
In year 17	6.77	176
In year 18	7.08	184
In year 19	7.39	192
In years 20 and over	7.69	200

4.1.1 Vacation leave begins to accrue after a new employee has completed six (6) months of continuous service.

- 4.1.2 After the first six (6) months of service, the employee's account will be credited with forty (40) hours. After that time, the employee will accrue vacation hours consistent with the above chart.
  - 4.1.3 Vacation leave may only be utilized in increments of one-half (0.5) hour or more.
  - 4.1.4 Vacation leave is accrued for all paid hours, including hours actually worked and hours in a paid-leave payroll status.
  - 4.1.5 When unpaid absences occur, vacation leave accruals will be applied by straight proration of leave accruals based on the number of hours actually worked, and is applicable to all types of leave, whether legally protected or not.
  - 4.1.6 Employees may have a maximum accumulation of two hundred (200) hours as of the last day of the final pay period in December of each year. In the event an employee accrues vacation leave in excess of two hundred (200) hours, it must be used prior to the December date, all other remaining hours in excess of two hundred (200) will be paid to the employee in the first pay period in January at the employee's then current hourly rate of compensation.
  - 4.1.7 Management shall make a reasonable effort, considering the operational needs of OCSD, to accommodate all employee requests for vacation leave. Vacation leave should normally be requested at least two (2) weeks in advance to increase the likelihood of submitted dates being approved. However, in the event unforeseen circumstances prevent such advance notification, employees may request vacation leave with as little as one (1) days' notice.
  - 4.1.8 Preference among employees who request time off at least six (6) months in advance shall be based on seniority. Requests received less than six (6) months in advance shall be scheduled in the order received. Further guidelines for vacation leave are outlined in applicable Memorandums of Understanding (MOU).
- 4.2 **Sick Leave.** Sick leave is an insurance or protection provided by OCSD to be granted to employees in circumstances of adversity to promote the health and welfare of the individual employee. Sick leave is defined as the absence from duty of an employee because of a bona fide illness, injury, or pregnancy, or to attend to the illness or injury of a family member as hereinafter defined.
- 4.2.1 **Sick-Leave Accrual.** Full-time employees hired prior to November 27, 1981, accrue paid sick leave at the rate of three and one-half (3.5) hours for each biweekly pay period of continuous service (ninety-one [91] hours per year).
  - 4.2.2 Full-time employees hired on or after November 27, 1981, accrue paid sick leave at the rate of three (3.0) hours for each biweekly pay period of continuous service (seventy-eight [78] hours per year), beginning with the first day of employment.
  - 4.2.3 Part-Time (or Non-Full-Time) employees employed for at least 30 days will be eligible to accrue sick leave. Sick leave shall accrue at the rate of one (1) hour for every thirty (30) hours worked and shall carry over to the following year. Accrual of sick leave shall be capped at forty-eight (48) hours or six (6) days per year. Part-Time (or Non-Full-Time) employees may use up to twenty-four (24) hours or three (3) days hours of sick leave per year commencing on the 90th day of employment in accordance with Assembly Bill 1522.

- 4.2.4 When unpaid absences occur, sick leave accruals will be applied by straight proration of leave accruals based on the number of hours actually worked, and is applicable to all types of leave, whether legally protected or not.
- 4.2.5 **Sick-Leave Credit.** A full-time, regular employee shall be granted pro rata sick-leave credit during any pay period in which he/she is absent without pay. A part-time, regular employee shall not be granted sick-leave credit during any period he/she is absent without pay on his/her regular working day. In the event an employee is required to work part-time by direction of his/her physician, sick-leave credit shall be prorated, except that sick leave shall continue to accrue if an employee is absent due to an injury arising out of or in the course of his/her employment and is entitled to Workers' Compensation benefits.
- 4.2.6 **Annual Payoff.** Employees may elect annually to be paid for any unused sick leave hours accrued through the end of the last pay period ending in October at their current hourly rate according to the following payoff schedule or as specified by an employee's affiliated bargaining unit Memorandum of Understanding (MOU).

Accrued Sick Leave Hours	Rate of Payoff
0 – 100 hours	0%
101 to 240 hours	25%
241 to 560 hours	35%
Over 560 hours	50%

- 4.2.7 Employees who separate for any reason other than retirement or death shall be compensated for any accrued and unused sick leave according to the above schedule.
- 4.2.8 Employees who retire or decease shall be paid a percentage of all accrued and unused sick leave based on years of service as follows:

Years of Service	Rate of Payoff
Less than 20 years of service	75%
20 or more years of service	100%

- 4.2.9 **Sick Leave Incentive Plan.** The Sick Leave Incentive Plan applies to Executive Management Team (EMT) members, Managers, Supervisors and professional-level employees. The Plan is administered on an individual Group basis.
- 4.2.10 If the average sick leave usage of employees in a Group is under forty (40) hours per year, calculated on annualized actual time off during the period November 1 to October 31 exclusive of catastrophic illness or injury requiring absence in excess of two hundred (200) hours or industrial injury leave in excess of eighty (80) hours, the annual payoff for unused sick leave will be made according to the following table or as otherwise stipulated in a prevailing MOU.

Accrued Sick Leave Hours	Rate of Payoff
0-100	15%
101-240	45%
241-560	60%
Over 560 (mandatory)	75%

4.2.11 **Permissible Uses.** Sick leave may be applied only when:

- 4.2.11.1 The employee is physically or mentally unable to perform his or her normal functions due to illness, injury, or a medical condition.
- 4.2.11.2 The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee or the absence is due to medical and dental office appointments of an employee when approved by the employee's supervisor.
- 4.2.11.3 The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
- 4.2.11.4 The absence is for the care of the employee's parent, step-parent, adoptive parent, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, grandparent, foster parent, legal guardian, or any family member with whom the employee resides.
- 4.2.11.5 The absence is due to a job-related injury.
- 4.2.11.6 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or injunctions

4.2.12 **Protected Sick Leave.** As prescribed under California Labor Code section 233, employees may use up to one-half (1/2) of their annual sick leave accruals in any calendar year when:

- 4.2.12.1 The absence is for the purpose of obtaining professional diagnosis, care, or treatment for an existing health condition of, or preventative care for, the employee.
- 4.2.12.2 The absence is for the purpose of obtaining diagnosis, care, or treatment for an existing health condition of, or preventive care for, the employee's parent, step-parent, adoptive parent, foster parent, legal guardian, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, and grandparent.
- 4.2.12.3 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or injunctions.

- 4.2.13 **General Provisions.** To qualify for sick-leave pay, the employee shall provide reasonable advance notification of their need to use accrued paid sick leave to their supervisor if the need for paid sick leave use is foreseeable (e.g., doctor's appointment scheduled in advance). As prescribed under the California Paid Sick Leave Law – for the first three (3) days of sick leave use, if the need for paid sick leave use is unforeseeable, the employee shall provide notice of the need for the leave to their supervisor as soon as is practicable. After the first three (3) days of sick leave use, the employee must notify OCSD at or in advance of the time the employee is scheduled to report for duty. Minimum charge to the employee's sick-leave account shall be one-half (0.5) hour and thereafter in one-half (0.5) hour increments.
- 4.2.14 Human Resources, along with the division management, shall be responsible for control of abuse of the sick-leave privilege. Except for the first twenty-four hours or three (3) days of sick leave use as prescribed under the California Paid Sick Leave Law, if notified in advance by a manager or supervisor, the employee may be required, at any time, to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness; however, for absences of ten (10) consecutive working days or more, a request for leave and a medical statement, on prescribed forms, stating expected date of return must be submitted to Human Resources. Upon return to work, a written doctor's release must be submitted to Human Resources. For absences of one (1) or more working days in an unpaid status, a request for leave and a medical statement, on prescribed forms, stating expected date of return must be submitted to Human Resources.
- 4.2.15 **Sick Leave Banks.** Sick Leave Banks are administered on an individual Group basis. Employees represented by the International Union of Operating Engineers Local 501 for the Operations and Maintenance Unit (Local 501) who elect to bank sick leave accrued prior to the implementation of Personal Leave provisions may elect to use such time off for absence due to a bon a fide illness, injury, or pregnancy, or to attend to the illness or injury of an immediate family member. Employees represented by Local 501 who retire or die shall be paid at the 50% (fifty percent) rate for all Banked Sick Leave hours; an employee who separates shall be compensated for Banked Sick Leave as follows.

Banked Sick Leave Hours	Rate of Payoff
0 - 100	0 percent
101 - 240	25 percent
241 - 560	35 percent
Over 560	50 percent

- 4.2.16 If the need for leave is due to the employee's serious health condition, as defined in the Family and Medical Leave Act ("FMLA") or the California Family Rights Act ("CFRA"), the certification requirement shall comply with provisions of these Acts.

- 4.3 **Personal Leave.** Personal leave is provided to allow employees time off with pay for vacation, personal business and non-job-related illness or injury. Personal leave is accrued by full-time employees for all paid hours, including hours actually worked and hours in a paid-leave payroll status, on a biweekly basis as follows unless otherwise stipulated by an employee's affiliated bargaining unit MOU:



<b>Personal Leave Hours Years of Service</b>	<b>Biweekly</b>	<b>Annual</b>
0 through 1	3.08	80*
2 through 4	5.38	140
5 through 10	6.92	180
11	7.23	188
12	7.54	196
13	7.85	204
14	8.15	212
15	8.46	220
16	8.69	226
17	8.92	232
18	9.15	238
19	9.38	244
20 and over	9.62	250

- 4.3.1 When unpaid absences occur, personal leave accruals will be applied by straight proration of leave accruals based on the number of hours actually worked, and is applicable to all types of leave, whether legally protected or not.
- 4.3.2 **Scheduled Time Off.** Management shall make a reasonable effort, considering the operational needs of OCSD, to accommodate all employee requests for personal leave. Personal leave off should normally be requested at least two (2) weeks in advance to increase the likelihood of submitted dates being approved.
- 4.3.3 Supervisor absences will not affect an employee's ability to schedule time off unless the time off request is submitted within two (2) weeks of the date requested.
- 4.3.4 **Unscheduled Time Off.** Personal leave that is classified as unscheduled time off provides income protection to an employee who is unable to work due to the following:
- 4.3.4.1 The employee is physically or mentally unable to perform his or her normal functions due to illness, injury, or a medical condition.
  - 4.3.4.2 The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the employee or the absence is due to medical and dental office appointments of an employee when approved by the employee's supervisor.
  - 4.3.4.3 The absence is for other medical reasons of the employee, such as pregnancy or obtaining a physical examination.
  - 4.3.4.4 The absence is for the care of the employee's parent, step-parent, adoptive parent, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, grandparent, foster parent, legal guardian, or any family member with whom the employee resides.

- 4.3.4.5 The absence is due to a job-related injury.
- 4.3.4.6 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or injunctions.
- 4.3.5 Unscheduled time off must be accounted for by management upon the employee's return to work. Except for the first twenty-four hours or three (3) days as prescribed under the California Paid Sick Leave Law in which the employee uses Personal Leave for reasons described in 5.3.5. Employees may be required to submit medical documentation for their injury or illness. It is the responsibility of OCSD management to control the potential abuse of unscheduled time off privileges.
- 4.3.6 **Protected Use of Personal Leave**. As prescribed under California Labor Code section 233, employees may use up to one-half (1/2) of their annual personal leave accruals in any calendar year when:
  - 4.3.6.1 The absence is for the purpose of obtaining professional diagnosis, care, or treatment for an existing health condition of, or preventative care for, the employee.
  - 4.3.6.2 The absence is for the purpose of obtaining diagnosis, care, or treatment for an existing health condition of, or preventive care for, the employee's parent, step-parent, adoptive parent, foster parent, legal guardian, father-in-law, mother-in-law, brother, step-brother, sister, step-sister, spouse, registered domestic partner, biological child, adopted child, step-child, foster child, legal ward, child of a domestic partner, grandchild, and grandparent.
  - 4.3.6.3 The absence is due to issues relating to domestic violence, sexual assault, or stalking, such as seeking services from crisis counselors or shelters, or from obtaining legal relief such as restraining orders or injunctions.
- 4.3.7 OCSD also has the right to discipline employees on the basis of total absences away from work. Except for the first twenty-four hours or three (3) days as prescribed under the California Paid Sick Leave Law in which the employee uses Personal Leave for reasons described in section 5.3.4, Employees must notify their supervisor prior to the start time of their shift when they are unable to report for work. Any absence that is requested within twenty-three (23) hours of the start of an employee's work schedule, excluding protected leaves of absence and bereavement leave, shall be considered unscheduled time off unless otherwise stipulated by an employee's affiliated bargaining unit MOU. Employees returning from an extended leave should notify their supervisor as soon as possible to facilitate personnel scheduling.
- 4.3.8 Human Resources, along with the division management, shall be responsible for control of abuse of the unscheduled leave privilege. Except for the first twenty-four hours or three (3) days as prescribed under the California Paid Sick Leave Law in which the employee uses Personal Leave for reasons described in section 5.3.4, the employee may be required, at any time, to furnish a certificate issued by a licensed physician or nurse, or other satisfactory evidence of illness;

however, for unscheduled absences of ten (10) consecutive working days or more, a request for leave and a medical statement, on prescribed forms, stating expected date of return must be submitted to Human Resources. Upon return to work, a written doctor's release must be submitted to Human Resources. For absences of one (1) or more working days in an unpaid status, a request for leave and a medical statement on prescribed forms, stating expected date of return must be submitted to Human Resources.

4.3.9 **Personal Leave Payoff.** Employees (or their estate) who separate, retire or die shall be paid in full at their current rate of pay for all Personal Leave hours accrued.

4.3.10 **Maximum Accrual.** Employees may have a maximum accumulation of four hundred-forty (440) hours of Personal Leave as of the last day of the final pay period in December of each year. In the event an employee accrues personal leave in excess of the maximum accrual, it must be used prior to the December date. All, other remaining hours in excess of the maximum accrual will be paid to the employee in the first pay period in January at the employee's then current hourly rate of compensation.

4.3.11 If the need for leave is due to the employee's own serious health condition, as defined in the Family and Medical Leave Act ("FMLA") or the California Family Rights Act ("CFRA"), the certification requirement shall comply with the provisions of these Acts.

4.4 **Protected Child-Related Activities Leave.** As prescribed under California Labor Code, Section 230.8, an employee who is a parent with one (1) or more children attending kindergarten, grades one (1) to twelve (12), or is a child care provider, may take paid or unpaid leave up to forty (40) hours per calendar year for the following child-related activities:

4.4.1 To find, enroll, or reenroll his or her child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider of his or her child. Time off for this purpose shall not exceed eight (8) hours in any calendar month of the year.

4.4.2 To address a child care provider or school emergency

4.5 **Jury Duty Leave.** Any full-time, including probationary, employee who is called for jury duty shall be entitled to his/her regular pay for those hours of absence due to performance of the jury duty for a period up to twenty-two (22) working days.

4.5.1 Prior to jury duty service, each employee must complete an online time off request form. To be entitled to receive regular pay for such jury leave, employees must report for work during their regularly scheduled work shift when they are relieved from jury duty service, unless there is less than one-half (½) of their regular shift remaining. Employees are not compensated for jury duty occurring on scheduled days off.

4.5.2 An employee serving jury duty must obtain an attendance slip from the court to be submitted to his/her supervisor with his/her time sheet in order to be eligible for regular pay for those hours of absence due to jury duty.

4.5.3 Employees are advised in all cases, whether serving jury duty for the state or federal court systems, to disclose their public employment and OCSD's jury duty

pay policy because employees who receive jury duty pay may not be entitled to court compensation.

- 4.6 **Witness Leave.** Any full-time, including probationary, employee who is required to be absent from work by a subpoena properly issued by a court, agency or commission legally empowered to subpoena witnesses, which subpoena compels his/her presence as a witness, except in a matter wherein he/she is named as a defendant or plaintiff or as an expert witness, shall, upon approval of an online time off request, be entitled to the time necessary to comply with such subpoena. An employee's regular pay will be reduced by the amount of witness leave pay received, exclusive of mileage.
- 4.6.1 An employee so subpoenaed must submit a copy of the subpoena to their supervisor and complete an online time off request form in order to be eligible for pay for such absence. To be entitled to receive regular pay for such witness leave, the employee must report for work at OCS D for time not actually retained on witness service of one (1) hour or more prior to and/or upon completion of each day's service, exclusive of travel time.
- 4.7 **Military Leave.** A request for military leave shall be made through the online time off request form and shall state the date when it is desired to begin the leave-of-absence and the date of anticipated return. A copy of the orders requiring such military service shall be submitted with the request to the employee's supervisor.
- 4.7.1 Provisions of the Military and Veterans Code of the State of California, Sections 395-395.5 shall govern military leave. In general, current law provides that an employee having one year or more service with a public entity is entitled to military leave with pay not exceeding thirty (30) days per year if the employee is engaged in military duty ordered for purposes of active military training or encampment. An employee who is required to attend scheduled service drill periods or perform other inactive duty reserve obligations is entitled to military leave without pay, not exceeding seventeen (17) calendar days per year, although the employee may, at his or her option, elect to use vacation or personal leave time to attend the scheduled reserve drill periods or to perform other inactive drill period obligations. Employees who participate in weekend military drill duty are not eligible for leave with pay for such activity, but may have their regular work schedule changed to accommodate the required time off.
- 4.8 **Bereavement Leave.** Using the online time off request form, any full-time employee, whether probationary or regular, shall receive a maximum of thirty-six (36) hours off with pay for the death or funeral of an immediate family member. Immediate family member is defined as the employee's father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, sister, step-sister, husband, wife, domestic partner, biological child, step-child, adopted child, child of a domestic partner, step parent, grandchild, grandparent, foster parent, foster child, legal guardian, or any family member with whom the employee resides or who is identified in the employee's MOU, if applicable. Employees must submit an online time off request form for approval by the supervisor.
- 4.9 **Workers' Compensation Leave.** Employees who are injured in the course of their employment are placed on Workers' Compensation Leave, and receive wage loss benefits to which they are entitled under the Workers' Compensation Act. Employees may request to concurrently use available paid leave accruals to supplement their Workers' Compensation payments in an amount such that the sum of both is equal to or less than the employee's regular base pay.

**4.10 Administrative Leave.**

**4.10.1 Executive Management Employees**

4.10.1.1 No more than forty (40) hours of administrative leave shall be granted to employees in the Executive Management Group in any calendar year on January 1st.

4.10.1.1.1 As an exception, Executive Management Group employees who elected to remain on the executive benefits structure, specified in 1.7 At-Will EMT Employment Agreements, may select whether to include Administrative Leave as part of their annual benefits package.

4.10.1.2 Employees who are hired or promoted into the Executive Management Group shall be granted administrative leave on a pro-rata basis in accordance with the following schedule:

<b>Month of Hire/Promotion</b>	<b>Percentage of Leave Granted</b>
January - September	100%
October - December	50%

4.10.1.3 Administrative leave may only be used in quarter-hour increments or more.

4.10.1.4 Any unused administrative leave, within the calendar year granted, will not be carried over to the next calendar year.

4.10.1.5 Any unused administrative leave, within the calendar year granted, is not subject to cash out or eligible for any mandatory payout.

4.10.1.6 Employees who cease to be part of the Executive Management Group for any reason will not receive payment of any unused administrative leave.

**4.10.2 Manager Group Employees**

4.10.2.1 No more than forty (40) hours of administrative leave shall be granted to employees in the Executive Management Group in any calendar year on January 1st.

4.10.2.2 Employees who are hired or promoted into the Manager Group shall be granted administrative leave on a pro-rata basis in accordance with the following schedule:

<b>Month of Hire/Promotion</b>	<b>Percentage of Leave Granted</b>
January - September	100%
October - December	50%

- 4.10.2.3 Administrative leave may only be used in quarter-hour increments or more.
- 4.10.2.4 Any unused administrative leave, within the calendar year granted, will not be carried over to the next calendar year.
- 4.10.2.5 Any unused administrative leave, within the calendar year granted, is not subject to cash out or eligible for any mandatory payout
- 4.10.2.6 Employees who cease to be part of the Manager Group for any reason will not receive payment of any unused administrative leave.

**4.10.3 Professional, Supervisor and Exempt-level Confidential Group Employees**

- 4.10.3.1 Effective the first pay period in July, regular full-time exempt-level employees in the Professional, Supervisor and Confidential Groups shall be granted forty (40) hours of Administrative Leave.
- 4.10.3.2 Regular full-time exempt-level employees who are hired or promoted into the Professional, Supervisor and Confidential Groups shall be granted Administrative Leave on a pro-rata basis per the following schedule:

Month of Hire/Promotion	Percentage of Leave Granted
July - September	100%
October - December	75%
January - March	50%
April - June	0%

- 4.10.3.3 Administrative Leave will be administered in accordance with the following guidelines:
  - 4.10.3.3.1 Administrative Leave may be used in quarter-hour increments.
  - 4.10.3.3.2 Any unused Administrative Leave, within the fiscal year granted, will not be carried over to the next fiscal year.
  - 4.10.3.3.3 Any unused Administrative Leave, within the fiscal year granted, is not subject to cash out or eligible for any mandatory payout.
  - 4.10.3.3.4 Employees who cease to be part of the Professional Group for any reason will forfeit any unused Administrative Leave.

**4.11 Supplemental Leave**

**4.11.1 Nonexempt Confidential Group Employees** (unless otherwise stipulated by an employee’s affiliated bargaining unit MOU)

- 4.11.1.1 In 2011, effective the first pay period in the month following the approval of this Agreement by the OCSD Board of Directors, regular full-time employees in the bargaining unit shall be granted Supplemental Leave in accordance with the following schedule:

<b>Years of Service</b>	<b>5 – 9</b>	<b>10 - 14</b>	<b>15 - 19</b>	<b>20 - 24</b>	<b>25+</b>
<b>Supplemental Leave Hours</b>	5	10	15	20	25

- 4.11.1.2 Supplemental Leave shall be granted per the schedule in the first pay period in July.
- 4.11.1.3 Supplemental Leave will be administered in accordance with the following guidelines:
- 4.11.1.3.1 Supplemental Leave may be used in one-quarter (0.25) hour increments.
  - 4.11.1.3.2 Any unused Supplemental Leave, within the fiscal year granted, will not be carried over to the next fiscal year.
  - 4.11.1.3.3 Any unused Supplemental Leave, within the fiscal year granted, is not subject to cash out or eligible for any mandatory payout.
  - 4.11.1.3.4 Employees who cease to be part of the bargaining unit for any reason will forfeit any unused Supplemental Leave.
- 4.11.1.4 Employees who are hired or transferred into the bargaining unit shall be granted Supplemental Leave on a pro-rata basis per the following schedule:

<b>Hire/Transfer Date</b>	<b>Percent</b>
July – September	100%
October – December	75%
January – March	50%
April – June	25%

## **5.0 PROCEDURE**

## **6.0 EXCEPTIONS**

- 6.1 Part-time employees receive leave of absence benefits on a pro-rated basis per Policy 4.7, Pro Rata Benefits for Part-time Employees.
- 6.2 Employees receive either both sick leave and vacation time off accruals or personal leave time off accruals depending on the employee's bargaining unit and/or employee group affiliation.

- 6.3 Vacation leave is not accrued for overtime hours worked.
- 6.4 The unscheduled time off designation does not apply to exempt employees.

## **7.0 PROVISIONS AND CONDITIONS**

- 7.1 Accrued balances of vacation leave, compensatory leave, and personal leave may be cashed out at the employee's request on an annual basis in December of each calendar year.
- 7.2 Vacation leave is accrued on a bi-weekly basis, and employees within the initial probationary period may request time off in the first six (6) months of employment and must use available leave accruals.
- 7.3 Employees may not maintain a negative balance of vacation, sick, compensatory, or personal leave accruals.

## **8.0 RELATED DOCUMENTS**

- 8.1 California Labor Code, Section 230.8
- 8.2 California Labor Code, Section 246 (California Paid Sick Leave Law)
- 8.3 California Assembly Bill 1522, Sick Leave Law
- 8.4 Policy 1.10, Employee Separation
- 8.5 Policy 4.7, Pro Rata Benefits for Part-time Employees