



# OLYMPIC VALLEY PUBLIC SERVICE DISTRICT



EXHIBIT F-8  
18 Pages

## DISTRICT BENEFITS – PERSONNEL POLICY UPDATE

**DATE:** June 24, 2025

**TO:** District Board Members

**FROM:** Danielle Mueller, Finance & Administration Manager; Jessica Grunst, Account Clerk II/HR Specialist; Charley Miller, General Manager

**SUBJECT:** Adoption of Revised Personnel Policies and Procedures Manual

**BACKGROUND:** At the April 2025 Board meeting, the Board reviewed and approved a set of benefit enhancements for all District employees. These changes followed a review of comparable agency benefits and reflect the District's continued effort to retain and support high-quality staff across all departments. The changes were developed in response to the benefits review for the Administration Department and aligned the Administration and Operations staff's benefits with those offered in similar agencies and departments in the region.

**DISCUSSION:** Following the Board's approval in April, staff have updated the District's Personnel Policies and Procedures manual to incorporate the following changes:

- Addition of one paid holiday, increasing the total from eleven (11) to twelve (12) annually.
- Provision of forty (40) hours of paid bereavement leave per calendar year for all employees.
- Increased vacation accrual for Administration and Operations staff to align with industry standards and support retention and work-life balance.

These updates are intended to formalize the benefit improvements already approved by the Board. The updated Personnel Policies and Procedures manual is attached for adoption.

**FISCAL/RESOURCE IMPACTS:** The fiscal impacts of these changes were reviewed during the April meeting. While there is no immediate cost to the District, potential long-term impacts could result from increased vacation accruals if not managed. Staff will continue to encourage the use of vacation time and enforce existing caps on accruals to manage this risk.

**RECOMMENDATION:** Staff recommends the Board adopt Resolution 2025-15 revising the Personnel Policies and Procedures Manual (PP&PM) to reflect the benefit changes approved in April 2025.

**ATTACHMENTS:** Resolution 2025-15; Revised Personnel Policies and Procedures Manual (excerpts with changes highlighted)

**DATE PREPARED:** June 12, 2025

**RESOLUTION 2025-15**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
OLYMPIC VALLEY PUBLIC SERVICE DISTRICT  
ADOPTING REVISIONS TO THE PERSONNEL POLICIES & PROCEDURES MANUAL**

**WHEREAS**, the Board of Directors authorized removal of the Personnel Code, Chapter 5 of the District's Administrative Code, by adoption of Ordinance 2014-01; and

**WHEREAS**, the Board of Directors authorized development of a Personnel Policies & Procedures Manual, to replace the above-mentioned Administrative Code Chapter by adoption of Resolution 2014-08; and

**WHEREAS**, the Olympic Valley Public Service District (District) recognizes the International Union of Operating Engineers, Stationary Engineers, Local 39 (Union) as the negotiating agent for certain personnel employed by the District; and

**WHEREAS**, a Memorandum of Understanding sets out the Fire Department agreement, the term of which shall be effective as of July 1, 2024, and expire on June 30, 2028; and the Operations Department agreement, the term of which shall be effective as of July 1, 2022, and expire on June 30, 2027; and

**WHEREAS**, the District has met and conferred with representatives of the Union and reached an agreement on certain benefit proposals; and

**WHEREAS**, revisions to the Personnel Policies & Procedures Manual, Section 2.29, 6.10, 6.14, 6.15, 6.18, 6.20, 6.24, and Exhibit III are required due to changes in legislation and the Board of Directors desire to update personnel benefits for represented and unrepresented employees.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Olympic Valley Public Service District hereby adopts revisions to the Olympic Valley Public Service District's Personnel Policies & Procedures Manual.

**PASSED AND ADOPTED** this 24<sup>th</sup> day of June, 2025 at a regular meeting of the Board of Directors of the Olympic Valley Public Service District, by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Dale Cox, Board President

ATTEST:

\_\_\_\_\_  
Jessica Asher, Board Secretary

### **Section 2.23 Fire Department Employees**

Those employees working in the Fire Department.

### **Section 2.24 Full Time Employee**

An employee of the District who regularly works at least 40 hours per work week.

### **Section 2.25 General Manager**

General Manager of the District or other person designated by the Board or the Manager to perform the services or make the determination permitted or required under this Chapter by the District General Manager.

### **Section 2.26 Good Standing**

Any currently employed full or part-time employee not subject to disciplinary or dismissal action by the District and has given the required two week notice of resignation.

### **Section 2.27 Grievance**

Any good faith or reasonable complaint of one or more employees, or a dispute between the District and one or more employees involving the interpretation, application or enforcement of the Personnel Policy & Procedures.

### **Section 2.28 Hire Date**

The date an employee first starts work for the District.

### **Section 2.29 Immediate Family**

An employee's father, mother, spouse, child, step-child, brother, sister, grandparent, grandchild, step-parent, parents-in-law, brother-in-law, sister-in-law, or any other person who is an employee's legal dependent.

### **Section 2.30 Leave of Absence**

When authorized, an absence from duty for a specified period with the employee having the right to return to his/her position at the end of the period.

### **Section 2.31 Management Employee**

An employee having responsibility for formulating, administering or managing the implementation of District policies or programs.

### **Section 2.32 Meet and Confer in Good Faith**

A public agency, or such representatives as it may designate, and representatives of recognized employee organizations, shall have the mutual obligation personally to meet and confer in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation.

### **Section 2.33 Orientation Period**

The period of employment in each authorized position during which an employee may be discharged without prior notice and without cause.

## DIVISION VI EMPLOYMENT HOURS, LEAVE, VACATION AND HOLIDAYS

### Section 6.01 Office Hours

- A. Normal office hours for Full Time Employees are from 7:30 a.m. to 4:00 p.m., Monday through Friday. Each day, an employee is allowed a 30-minute unpaid meal period and two paid 15-minute rest periods, one each in the morning and afternoon. If not taken, such rest period is waived. To accommodate emergency and/or special work assignments, working hours of all personnel may be adjusted as required and approved by the General Manager.
1. An alternative work schedule will be available on a voluntary basis to employees in the Administration Department with the approval of the General Manager. Employees working an alternative work schedule must work between the hours of 8:00 a.m. and 4:00 p.m. and must take a 30-minute unpaid meal period and may take up to a one-hour unpaid meal period. Employees must have completed their orientation period in order to work an alternative work schedule.
  2. A 9/80 alternative work schedule is defined in the "Definitions" Division of this manual. To comply with the Fair Labor Standards Act (FLSA), the "work week" for employees working a 9/80 schedule shall be as defined in the "Definitions" Division of this manual. The eight-hour workday shall be on first Friday of the pay period and the scheduled day off shall be on the second Friday of the pay period and neither are subject to change unless approved by the General Manager. For employees in the Operations Department, a 9/80 schedule is only available from the first full pay period in March through the last full pay period in October.
  3. Working an alternative work schedule is a privilege and can be revoked at any time at the discretion of the General Manager. An alternative work schedule policy agreement shall be completed and approved in advance.
- B. Hours for 48-hour Shift Employees generally begin at 8:00 a.m. Working hours may be adjusted as required by the General Manager or the Chief. Each employee shall be entitled to take one 15-minute rest period for each four (4) hours of work performed in a work day. If not taken, such rest period is waived.

### Section 6.02 Overtime

The general policy of the District will be to discourage the use of overtime. In those instances where it is essential to cover emergencies or to the continued operation of the District, overtime may be authorized by the General Manager, or an employee's supervisor.

- A. Administrative and Operations Department Employees:
1. Nonexempt employees required to work overtime as defined in the "Definitions" Division of this manual are compensated at time and one-half (1-1/2) their regular hourly rate of pay for all overtime hours worked.
  2. Nonexempt employees required to work overtime are compensated at double their regular hourly rate of pay for all hours worked in excess of twelve (12) hours per day.

3. Nonexempt employees required to work on an approved Holiday, excluding temporary employees, shall be paid at one and one-half (1 ½) times their hourly rate of pay for each and every hour worked.
4. The General Manager is authorized to grant employees compensatory time off in lieu of overtime hours worked. The provisions of a Comp Time Policy for Administrative and Operations staff are hereby recognized by reference.

B. Fire Employees:

1. Unauthorized overtime is discouraged, but it is recognized that firefighters on duty must respond to emergency situations possibly involving overtime as needed.
2. A change in a shift employee's work schedule shall be deemed overtime unless the Chief shall provide the employee concerned with at least seven (7) calendar days' advance written notice of the change in work schedule. A change in work schedule shall be in effect for not less than fourteen (14) calendar days unless the employee consents, in writing, to a lesser period.

Failure to give such notice shall entitle the employee to overtime pay during the hours worked over and above the hours which were included in the employee's work schedule (for example a change from 8:00 a.m. to 5:00 p.m. to 1:00 p.m. to 9:00 p.m. without seven (7) days' advance notice shall entitle the employee to overtime during the period from 5:00 p.m. to 9:00 p.m.)

3. Overtime shall be compensated for in pay at time and one-half (1-1/2) employee's regular rate of pay.
4. Compensatory time off for overtime hours worked will not be granted.
5. When a shift employee, after completing his normal work shift and leaving his work station, responds to an authorized order to return to duty to perform emergency or non-scheduled services, he shall be entitled to overtime. The minimum overtime to which he is entitled shall be two (2) hours at time and one-half. Commuting time shall be counted as time worked in the case of Call-Back Duty.
6. The job classification of Fire Chief shall not be eligible for overtime unless covering a shift that would otherwise be covered by a different employee.

### **Section 6.03 Administrative Leave Policy**

The Administrative Leave Policy is provided for exempt employees in order to meet their needs for personal time off.

- A. Hours worked in excess of forty (40) hours in one work week may be banked in the Administrative Leave account and used, with the General Manager's approval, for personal time off.
- B. Paid days off for vacation, sick leave, or other approved and paid time away from work, excluding holidays, does not count toward time worked. Only hours worked in excess of forty (40) hours per week can be banked in the Administrative Leave account.

- C. Administrative Leave time may be banked for use in the future with a forty (40) hour maximum allowed to be carried forward from year to year. Time is banked on the basis of one hour for every hour over forty (40) hours worked in a one-week period.
- D. Any time banked and not taken will be lost upon leaving District employment.

**Section 6.04 Weekend Patrol/On-Call Duty Service**

- A. In order to maintain a high standard of emergency service to the community, Operations Department personnel are required to be available for duty during off hour periods. This duty is assigned for one week periods on a rotating basis. [Amended by Ord. 90-4]
- B. Weekend Patrol duty requires the employee so assigned on weekend and holidays to check the District plant for any unusual conditions and to conduct specific assigned tasks. On-Call duty requires the employee so assigned to be ready to respond immediately to emergency service calls; to be able to be reached by telephone or message receiver; to remain within a sixty (60) minute normal travel time response distance of the District; and to refrain from activities which might impair the employee's ability to perform their assigned duties during the on-call period. [Added by Ord. 90-4; revised by Ord. 2008-03]
- C. An employee required to be on-call duty shall be compensated at a flat rate per weekday duty (Monday-Friday) and a flat rate for weekend duty (Saturday, Sunday and Holidays) according to the current MOU. [revised 5.27.2014]
- D. An employee directed to respond to an emergency shall be compensated for the actual time required to respond, resolve and return from the call (two-hour minimum) or for one hour if the response is handled by utilizing the on-call laptop computer or phone. An employee directed to conduct weekend patrol (Saturday, Sunday and Holidays) shall be compensated for the actual time required to complete the assigned patrol duty (two-hour minimum) excluding commute time. [Added by Ord 90-4]
- E. An employee assigned to weekend patrol/on-call duty may be provided a District vehicle for response. The District vehicle is to be used solely for commuting to and from the District and for patrol or response to emergency service calls.
- F. If an employee wishes to use their personal vehicle for Weekend Patrol/On-Call Duty Service, they may do so. The District agrees to pay the current IRS mileage rate roundtrip for each trip the employee makes in their personal vehicle. It is the employee's responsibility to submit the claim form for mileage reimbursement and to provide proof of automobile insurance to the District.

**Section 6.05 Court Duty**

- A. This section shall not apply to any employee who is a named party in an action unrelated to the District and its activities.
- B. When an employee has jury duty or appears in court as a witness, the employee shall elect between one of the following:

1. The employee may turn in to the District all compensation (other than expense and mileage reimbursement) the employee receives from the court. In this instance, the employee will draw full salary during the period of court duty.
2. The employee may have deducted from his/her salary the total time absent for court duty. The employee may then receive payment from either the court or the person on whose behalf the employee testified.
3. In no event shall double pay to the employee result from court duty. The District will not compensate the employee for mileage or meal expenses, unless the employee is testifying on a District related matter and is eligible for such compensation reimbursement.
4. The employee shall not use a District vehicle for transportation to such duty without prior approval of the General Manager.

### **Section 6.06 Voting Privileges**

In accordance with state law, necessary time off with pay may be allowed by General Manager for voting. Such time off is not charged against vacation or sick leave.

### **Section 6.07 Blood Donations**

Employees who volunteer as blood donors, without compensation, to a local blood bank may be excused by their Supervisor for the period of time necessary to accomplish this purpose. Such time off is not charged against accumulated leave time.

### **Section 6.08 Public Emergency**

An employee may be granted time off with pay during a public emergency which effectively prevents the attendance at work or the continuance of work in a normal and orderly manner. A public emergency includes a natural disaster such as fire, flood, severe snow storm, or earthquake; or a manmade disorder such as a demonstration, riot, or act of sabotage. Authorization for time off with pay for such emergencies will be made by the Board, General Manager or their designated representative.

### **Section 6.09 Search and Rescue, Volunteer Firefighting, or Disaster Control**

An employee who performs search and rescue or is a volunteer firefighter or performs disaster control work as a member of an organized civil unit may be granted time off for such service when approved by the General Manager or his designated representative.

### **Section 6.10 Bereavement Funeral Leave**

- A. With approval from the General Manager, Full Time regular employees in the Administrative and Operations Department, and Full Time non-shift fire personnel may take up to five (5) paid days per calendar year, and regular Full Time shift Fire Department employees may take up to forty-eight (48) take up to 48 hours paid per calendar year, for bereavement leave. This leave may be used to attend a funeral or memorial service, grieve the loss, or manage related personal or practical matters following the death of an immediate family member, as defined in Division II. This time does not require consecutive use. Additional time beyond the allotted paid bereavement leave may be charged to the employee's available sick leave, compensatory time, administrative leave, or vacation time, as appropriate. The District may

request reasonable documentation, such as a death certificate or obituary, to support the leave request.

Bereavement leave must be used within 6 months of the date of death.

~~A regular Administrative and Operations Department employee may take up to five (5) days off and a regular Fire Department employee may take up to seventy-two (72) hours off, with approval from the General Manager, with pay to attend funerals of members of the employee's immediate family as defined in Division II. This time off is charged as vacation, sick leave, or comp time.~~

### **Section 6.11 Family Leave**

- A. The Family and Medical Leave Act (FMLA) is hereby recognized and included by reference. The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons, among other entitlements.
- B. The California Family Rights Act (CFRA) is hereby recognized and included by reference. The CFRA also entitles eligible employees to take up to twelve (12) weeks of unpaid job-protected leave each year for the birth of a child for purposes of bonding, for placement of a child in the employee's family for adoption or foster care, for the serious health condition of the employee's child, parent or spouse, and for the employee's own serious health condition.
- C. The District is registered under the California Unemployment Insurance Code. Therefore, all employees are required to contribute to State Disability Insurance (SDI) and Paid Family Leave (PFL) through a payroll deduction. This deduction is a percentage of the employee's gross wages as set by the State of California each calendar year. Both of these coverages entitle the employee to receive benefit payments while absent from work due either to the employee's non-work related sickness, injury, or pregnancy (SDI) or to care for a seriously ill family member or bond with a new child (PFL).
- D. Use of any of the above leaves is subject to the requirements of each applicable law. Whenever possible, use of FMLA and CFRA will be done concurrently.

### **Section 6.12 Authorized Leave of Absence**

- A. A regular employee may be allowed up to thirty (30) calendar days' leave of absence without pay for acceptable reasons upon the prior written approval of the General Manager.
- B. A leave of absence with pay may be granted by the General Manager up to five (5) working days to cover unusual circumstances.
- C. A leave of absence without pay over thirty (30) calendar days requires the prior approval of the Board.
- D. Military leave will be governed by the provisions of applicable sections of the California Military and Veterans Code.

**Section 6.13 Unauthorized Leave of Absence**

- A. Any employee who is absent for three (3) working days without being on authorized sick leave, authorized vacation leave, authorized comp time leave, authorized family leave or authorized leave of absence shall automatically have resigned his/her employment with the District, unless otherwise determined by the General Manager. An unauthorized absence during part of a day constitutes an unauthorized absence for an entire day.
- B. Nothing in this section shall limit the General Manager's authority to discipline or dismiss an employee due to an unauthorized absence.
- C. An employee terminating employment in the manner described in this section will be considered to have voluntarily resigned his/her District employment.

**Section 6.14 Paid Holidays**

- A. Full-time employees working normal office hours shall be entitled to holidays with pay as shown on the Approved Holiday list attached as Exhibit III.

If one of the holidays falls on a Sunday, the following Monday is usually observed as a holiday. If one of the holidays falls on a Saturday, the previous Friday is usually observed. A declared holiday constitutes eight (8) working hours granted as time off with pay.

For employees working a 9/80 schedule, if a holiday falls on a 9-hour workday, the employee must use one hour of accrued vacation, comp, or admin leave. Should a holiday fall on a Friday on a regularly scheduled day off, the employee will take the preceding Thursday off. For Thanksgiving, if the employee has a regularly scheduled Friday off, the employee will take the preceding Wednesday off. For Christmas, if the employee has a regularly scheduled Friday off, the employee will take the day preceding the two-day holiday off.

- B. Fire Department Shift Employees: Compensation in lieu of time off for holidays, as described on the Approved Holiday list attached as Exhibit III shall be computed in accordance with the following schedule. [Amended by Ord. 90-4]

Holidays/Year	Hours/Pay Period	Hours/Year
10	4.31	112.06
11	4.74	123.24
12	5.17	134.42
13	5.60	145.60
14	6.03	156.78
15	6.46	167.96

This time shall be paid at the employee's regular rate of pay and shall be paid in equal installments over twenty-six (26) pay periods.

- C. ~~Full time Administrative and Operations Department employees may use one existing Holiday as a Floating Holiday with forty eight (48) hours notice to and approval of their Department Manager. [Added per Ord. 2009-06]~~

**Section 6.15 Paid Vacation for Full-Time Employees**

A regular employee is entitled to paid vacation. No vacation time shall be vested until an employee successfully completes the six (6) months of service period, however vacation time shall be accrued commencing with the first full month of employment.

- A. Administrative and Operations employees shall earn vacation up to the maximum allowable credit for each year of continuous employment as follows based on a forty (40) hour work week:

Years of Service	Vacation Credit Monthly Accrual Rate	Vacation Credit Annual Accrual Rate Maximum Allowable Credit	Accrual Caps
Less than 5	10 hours/month	120 hours	240 hours
5 but less than 10	13.34 hours/month	160 hours	320 hours
10 but less than 20	16.67 hours/month	200 hours	320 hours
20 or more	20 hours/month	240 hours (Ord 2011-01)	320 hours

~~Once the employee reaches their accrual cap, they will stop accruing until they reduce their balance. Payment of 100% of accrued vacation time in excess of the annual maximum accrual will be made in the last pay period of the calendar year. [Ord. 90-04] This payment shall be in the form of a contribution to the employee's HRA account. [Res. 2022-21]~~

Vacation credit shall accrue at the normal rate during leave with pay. Vacation credit shall not be used prior to the time it is actually earned. Vacations shall be scheduled at the convenience of the District and approved by the Department Manager and the General Manager.

Vacation credit is charged on the basis of the number of working days or fractions of days taken off.

Payment of 100% of accrued vacation time will be paid upon termination.

- B. A Fire Department shift employee shall earn vacation for each year of continuous employment as follows:

Years of Service	Vacation Credit Accrual Rate (Hours/Year)		Maximum Allowable Credit (Hours)	
	Shift Personnel	40 Hour/Week Personnel	Shift Personnel	40 Hour/Week Personnel
Less than 3	112.08	80	336	240
3 but less than 5	134.40	96	336	240
5 but less than 10	168.00	120	336	240
10 but less than 20	223.92	160	448	320
20 or more	280.08	200	448	320

Full time shift employees with less than ten (10) years of continuous service may not accrue more than 336 hours as of the final pay period of the calendar year.

Full time shift employees with ten (10) or more years of continuous service may not accrue more than 448 hours as of the final pay period of the calendar year.

Full time forty (40) hour Fire Department employees with less than ten (10) years continuous service may not accrue more than 240 hours ~~as of the final pay period of the calendar year~~ at any point throughout the year. Once they reach 240 hours, they will stop accruing until they reduce their balance.

Full time forty (40) hour Fire Department employees with ten (10) or more years' continuous service may not accrue more than 320 hours ~~as of the final pay period of the calendar year~~ at any point throughout the year. Once they reach 320 hours, they will stop accruing until they reduce their balance.

Full-time Fire Department shift employees will receive payment equal to 100% of the accrued vacation time that exceeds the annual maximum accrual limit. This payment will be issued during the final pay period of the calendar year and will be made as a contribution to the employee's Health Reimbursement Arrangement (HRA) account.

~~Payment of 100% of accrued vacation time in excess of the annual maximum accrual will be made in the last pay period of the calendar year. This payment shall be in the form of a contribution to the employee's HRA account.~~ [Amended by Ord. 90-4, Res, 2021-25]

Vacation credit shall accrue at the normal rate during leave with pay. Vacation credit shall not be used prior to the time it is actually earned. In special cases, maximum accruals of vacation credit may be extended by approval of the Fire Chief and the General Manager. Vacation shall be scheduled at the convenience of the District and approved by the Fire Chief and the General Manager.

Vacation credit is charged on the basis of the number of working days or fractions of days taken off. Payment of 100% of accrued vacation time earned up to the maximum allowed in the vacation account will be paid upon termination.

### **Section 6.16 Paid Vacation for Part-Time Employees**

A part-time regular employee will earn paid vacation in the same proportion as his/her monthly working hours bear to the normal monthly working hours of a full-time employee in a comparable position.

Vacation credit shall accrue at the normal rate during leave with pay. Vacation credit shall not be used prior to the time it is actually earned. Vacations shall be scheduled at the convenience of the District and approved by the Department Manager and the General Manager.

Vacation credit is charged on the basis of the number of working days or fractions of days taken off. Payment of 100% of accrued vacation time will be paid upon termination. Payment of 100% of accrued vacation time for a part-time regular employee will be made in the last pay period of the calendar year. Payment of 100% of accrued vacation time will be paid at the employee's part-time rate upon promotion to a full-time position.

Part-time regular employees who are subsequently promoted to a full-time position shall be given credit for the scheduled regular hours worked (excludes anything outside of normal "shift" i.e. overtime, call back) at part-time status for determining years of continuous employment for vacation accrual. This will be calculated using the following:

Total scheduled regular part-time hours worked ÷ annual hours worked by a full-time employee in a comparable position x 365 days = Days of Service

The number of Days of Service will then be used to adjust the employee's vacation accrual anniversary date backwards from the employee's full-time employment date.

### **Section 6.17 Scheduling of Vacation**

- A. Vacations may be scheduled at any time during the year at the convenience of the District, upon approval of the Department Manager and General Manager. A "Vacation Time Request" form shall be submitted and approved prior to taking vacation time.
- B. Should a conflict arise in the scheduling of vacations, the conflict will be resolved in favor of the employee with the greater seniority within his/her current classification. However, seniority may be exercised only once in a year by each employee.
- C. Requests for vacation will be granted only where vacancies exist or staffing requirements permit and upon mutual agreement of the employee and the General Manager. The District will attempt to allow employees to take vacation when requested. However, the General Manager may deny vacation at a particular time if it would adversely affect District operations. Vacation must be authorized in advance by the employee's supervisor and by the General Manager.

### **Section 6.18 Maximum Accrual of Sick Leave**

- A. Each regular employee is entitled to sick leave with pay. No sick leave time shall be vested until an employee successfully completes ~~six (6) months~~90 days of service; however, sick leave shall be accrued commencing with the first full day of employment.
- B. Each regular full-time non-shift employee shall accrue sick leave with pay on the basis of eight (8) hours for each full calendar month of full-time service up to a maximum of 480 hours on the last pay period of the calendar year.
- C. Part-time and temporary employees who work for the District for at least 30 days within the year are entitled to paid sick leave per California's Paid Sick Law and SB 616. Employees shall accrue at a rate of one (1) hour for every thirty (30) hours worked. Providing at least 24 (3 days) by the 120<sup>th</sup> day and 40 hours (5 days) by the 200<sup>th</sup> day of employment. The earned accrual is not paid out at termination. However, the time will be reinstated if the employee is rehired within one year of separation. Each regular part-time employee shall accrue sick leave with pay on the basis of the same proportion that his/her monthly working hours bear to the normal monthly working hours of a comparable full time position.
- D. Each regular full time shift employee shall accrue sick leave on the basis of 24 hours/mo, or 11.08 hours per pay period, up to a maximum of 288 hours per year. A maximum accrual of 960 hours of sick leave will remain in the employee's account -on the last pay period of the calendar year. [Amended by Ord. 90-4; revised by Ord. 2009-06]

- E. An employee absent without pay for more than five (5) working days in a month shall not earn sick leave for that month.
- F. Compensation for hours in excess of these maximums for all employees shall be in the same manner as Section 6.24. (per Fire MOU 2006-08, amended by Res, 2021-25)

### **Section 6.19 Unused Sick Leave**

Unused sick leave may be accumulated from year to year up to the maximum accruals set out above.  
[Amended by Ord. 90-4]

### **Section 6.20 Use of Sick Leave**

Sick leave may be taken as earned after ~~90 days six (6) months~~ of service ~~period~~ has been completed successfully. In order to get paid sick leave, the employee must inform his/her supervisor prior to the start of working hours or upon leaving his/her job if sickness occurs during the work day, except in cases of emergency. Sick leave is granted only when an employee is unable to render service because of sickness, disability, quarantine, the bearing of a child, injury, employee's own medical or dental examinations, or attendance upon a member of employee's immediate family because of illness, injury or medical appointments.

- A. Pregnancy, in and of itself, shall not be grounds for granting sick leave with pay. Illness accompanying pregnancy, but not a normal condition thereof, and supported by a physician's certificate, shall be considered grounds for sick leave with pay.

### **Section 6.21 Election Concerning Sick Leave**

Any employee, compelled to be absent due to injury or illness for which worker's compensation or state disability payments are made, may elect during such absence to apply accrued sick leave on a prorated basis to such absence and receive compensation therefor in an amount equal to the difference between the compensation received as regular salary and the amount of workers' compensation, state disability, or paid Family Leave payments received. Similarly, he/she may elect to use any accrued vacation time and/or comp time. In no event shall an employee receive more compensation on any day of absence than he/she would have received if he/she had worked.

In addition to the requirements of this section, Fire Department employees are also subject to section 4850 of the Labor Code.

### **Section 6.22 Evidence of Illness**

The General Manager may require any employee who is absent from duty due to illness or injury to have a physical examination by a District doctor, at the District's expense.

At the General Manager's discretion, satisfactory evidence of illness or injury for any period of absence due to illness or injury may be required prior to the employee's return to duty.

The General Manager shall have the discretion to require the employee to present a physician's certificate upon return to duty stating that the employee has fully recuperated from the illness or injury and has no physical limitations preventing the employee from performing required job responsibilities. Until such a certificate is presented, the General Manager shall have the right to disallow the employee's return to work. In such cases, the employee shall continue to use accrued sick leave, if any, or shall be on authorized leave of absence without pay.

### Section 6.23 Unearned Sick Leave

- A. Sick leave with pay shall not be allowed or taken until earned. [Amended by Ord. 90-4]
- B. The District, upon approval of the Board of Directors, may provide a Fire Department shift employee with up to 112 hours, or one pay period, worth of sick leave on a loan basis should the eligible employee's sick leave account become zero. These hours would remain in a separate District account, paid back by the eligible employee as their hours accrue in their sick leave account. Approval of such a loan shall not occur more than once in any three-year period. All bargaining unit employees who have successfully completed the orientation period are eligible for this discretionary loan. [Added by Ord. 90-4]

### Section 6.24 Payment for Unused Sick Leave

- A. The benefits granted hereunder shall not become a vested right of any employee, but rather are subject to amendment in the same manner as any other provisions relating to compensation.
- B. Each regular part-time employee will be compensated for all his/her/their accrued sick leave above 40 hours\_ at 50% of his/her hourly rate in the last pay period of the calendar year.
- C. In the last pay period of the calendar year, each regular Administrative and Operations Department employee with sick leave accrued in excess of the maximum sick leave accrual of 480 hours shall receive 50% of sick leave accrued in excess of 480 hours in the form of a contribution to the employee's HRA account. [Amended by Ord. 90-4, Res. 2021-25, Res. 2022-21]
- D. A regular Administrative and Operations Department employee leaving the District's employ in good standing may, upon the employee's request, be paid the monetary value of the earned sick leave, subject to the following provisions:
  - 1. All sick leave time accumulated and unused shall be paid for at a rate of 50% of the hourly rate of such employee at the time of his/her termination in the form of a contribution to the employee's HRA account. [Amended by Res. 2022-21]
  - 2. An employee receiving compensation under this section shall not be eligible for reinstatement within 90 days after the effective date of termination.
  - 3. If an employee qualifying for compensation of sick leave under this section dies, the benefits payable under this section shall be payable to the employee's surviving spouse or registered domestic partner or, if there be no surviving spouse or registered domestic partner at the time of death, to the employee's heirs.
  - 4. Notwithstanding the provisions of Section 6.24.A above, a regular Administrative and Operations Department employee retiring from District service and eligible for pension benefits at the time of such retirement shall receive 50% of sick leave accrued in the form of a contribution to the employee's HRA account [Amended by Ord. 90-4, Res. 2021-25, Res. 2022-21]
- E. Each regular full-time Fire Department employee will have sick leave accrued in excess of the maximum sick leave accrual of 960 hours transferred to Excess Sick Leave credit in the last pay period of the calendar year. Hours accrued as Excess Sick Leave credit shall only

be applied toward PERS additional service credit upon retirement and is not available as compensation or for use as sick leave or other paid leave. [Added by Res. 2021-25, Res. 2022-21]]

- F. A regular Fire Department employee with more than one year of continuous service leaving the District's employ in good standing may, upon the employee's request, be paid the monetary value of the earned sick leave, subject to the following provisions:
1. No pay shall be given for the first 24 days (192 hours for non-shift employees, 268.8 hours for shift employees) of sick leave in the employee's account; the remaining time shall be paid for at a rate of 50% of the hourly rate of such employee at the time of termination. No employee shall receive more than \$2,000.00 for such unused sick leave. Part-time employees shall receive pay for the days of sick leave that is represented by the proportion of their scheduled hours to a 40-hour position. (For example, a half-time employee would receive no pay for the first 12 days of sick leave in the employee's account.) [Amended by Ord. 90-4]
  2. An employee receiving compensation under this section shall not be eligible for reinstatement within 90 days after the effective date of termination.
  3. If an employee qualifying for compensation of sick leave under this section dies, the benefits payable under this section shall be payable to the employee's surviving spouse or registered domestic partner, if there be no surviving spouse or registered domestic partner at the time of death, to the employee's heirs.
  4. Notwithstanding the provisions of Section 6.24.A above, a regular Fire Department employee retiring from District service and eligible for pension benefits at the time of such retirement shall apply accumulated unused sick leave toward PERS additional service credit. [Amended by Ord. 90-4, amended by Res, 2021-25]
  5. Upon return from lay-off, an employee will have the right to "buy back" the total hours of accrued sick leave by reimbursing the District in full for the proceeds received by him at the time of layoff.
  6. All hours lost under Section F.1 above shall be restored at the time of re-employment. In any event, a Fire Department employee laid off with 24 days or less of accumulated sick leave shall be credited with those hours upon re-employment within two years.

### **Section 6.25 Extended Sick Leave without Pay**

Any request for extended sick leave without pay due to illness or injury shall be at the discretion and approval of the General Manager. At the time of the request, the regular employee shall submit a physician's certificate to support the request. The General Manager may approve a request for sick leave without pay for a period of up to (30) days. Only the Board may approve a request for sick leave without pay for over 30 days. This section only applies to extended sick leave without pay that is not part of or subject to FMLA and/or CFRA leave.

### **Section 6.26 Converting Accumulated Vacation & Sick Leave Hours**

In the event of a promotion/demotion or reorganization where an employee becomes a regular full-time non-shift employee after being a shift employee or vice versa, the following applicable formula shall be used to convert the employee's accrued vacation and sick leave, effective on the hire date

in the new position:  $\text{Non-Shift Hours} = \text{Shift Hours} \div 1.4$  OR  $\text{Shift Hours} = \text{Non-Shift Hours} \times 1.4$  [Added by Ord. 90-4]

**Section 6.27 Flexible Benefit Plan**

The District has adopted a Flexible Benefit Plan under Section 125 of the Internal Revenue Code of 1986. The details of this Plan which allow specific benefits to employees are hereby included by this reference.

**Section 6.28 Deferred Compensation Plans**

Multiple deferred compensation plans have been adopted by the District. The plan selected must be documented and put in the employee’s personnel file.

**Section 6.29 Employee Longevity Recognition Program**

Full time and continuous employment for all District employees shall be the governing date for determining years of service for the following awards to be presented as a Gift Card. [amended by Res. 2021-25, Res. 2022-21]

<b>Years of Service</b>	<b>Gift Card Award</b>
5	\$100
10	\$200
15	\$300
20	\$400
25	\$500
30	\$600

**EXHIBIT III**

**APPROVED HOLIDAY LIST**

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25
<u>Floating Day</u>	<u>A day chosen by the employee.</u>

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Total - 124 days