

Resolution No. 866

MENLO PARK FIRE PROTECTION DISTRICT

RESOLUTION IMPLEMENTING PAY AND BENEFIT PLANS
FOR ADMINISTRATIVE EMPLOYEES OF THE DISTRICT

IT IS RESOLVED by the District Board of Menlo Park Fire Protection District as follows:

1. The "Pay and Benefit Plan" for Administrative Employees of the District (the "Plan"), a copy of which is appended to and incorporated by reference into this Resolution, is approved in all respects.

2. The General Manager/Fire Chief is directed to implement the Plan according to its terms.

3. The provisions of the Plan, including those which are retroactive, shall be effective as of the dates and for the intervals of time as set forth in the Plan.

REGULARLY PASSED AND ADOPTED THIS 15th day of November, 1993 by the following votes:

AYES IN FAVOR OF SAID RESOLUTION:

Neil Francis
By General
A Edwin Riccio

W. J. Bunker
Wayne Miller

NAYES AND AGAINST SAID RESOLUTION:

ABSENT:

ABSTAIN:

PAY AND BENEFIT PLAN

MENLO PARK FIRE PROTECTION DISTRICT

MENLO PARK, CALIFORNIA

- Administrative Employees -

This "Pay and Benefit Plan" describes the existing salary and benefits approved by the Board of Directors.

The Miscellaneous employees effected are:

Accounting Technician
Administrative Secretary
Dispatcher/Clerk
Master Mechanic

Employees hired to work at least 32 hours per week for one year or more shall be considered full-time employees; and those hired to work the equivalent of less than 32 hours per week, or hired to work at least 32 hours per week, but for less than one year, shall be considered to be part-time employees.

This "Pay and Benefit Plan" will expire on June 30, 1995.

The Pay Plan

This Pay Plan has the following characteristics:

1. Pay steps for each classification are enumerated.
2. Pay steps are shown for all existing classes.

The steps of pay range shall be interpreted and applied as follows:

1. The first, entrance or pay Step 1 for the classification is the minimum rate and will normally be the hiring rate. Appointment may be made to other than normal entering pay step when it is decided that such action is in the best interests of the District.
2. The next step in the pay range is an adjustment to encourage an employee to continue to improve his/her work. Twelve months of satisfactory service shall make an employee eligible for consideration for this pay advancement.
3. Succeeding pay steps are adjustments to encourage an employee to continue to improve his/her work. One year of satisfactory service, depending on the classification, normally shall make an employee eligible for consideration for pay advancement within the established pay range.

All rates shown, and conditions set forth herein, are in full dollar payment for services rendered and are intended to cover full payment for the number of hours now regularly worked in each class. Employees who work less than full-time in a classification for which a full-time rate is shown, shall be paid the hourly rate equivalent to the full time pay rate. Each promotion shall carry with it a pay increase and the procedure covering the normal, minimum hiring rate shall not necessarily apply.

Section 1 - Classes, Categories and Salaries

A. Salaries

Effective July 1, 1993, the salary ranges for all administrative employees will be set forth in Exhibit A which is attached hereto and made a part hereof.

B. Retirement Plan

Retirement Plan is the State of California Public Employees' Retirement System (PERS) 2% at Age 60 Plan, with the following options: Half Continuance, 1959 Survivors Benefit, and Single Highest Year.

Effective December 1, 1993, employees shall be responsible for the employee's contributions to the Public Employees' Retirement System.

The Benefit Plan

Section 2 - Health and Welfare Benefits

A. Flexible Benefits Program

Effective July 1, 1993 the District will contribute four hundred forty dollars (\$440.00) and effective July 1, 1994, four hundred fifty dollars (\$450.00) per month per current employee, toward the flexible benefit program and the employee may choose to allocate said monthly sum toward health insurance premium, life insurance, vision care, unreimbursed medical costs, deferred compensation, child care or other benefits specified in the program. Such allocation by the employee will be governed by the rules of the District's flexible benefit program that shall be developed by the Association and the General Manager/Fire Chief and that shall include a once a year open enrollment period.

B. Dental Plan

Effective July 1, 1993, the District shall contribute seventy dollars (\$70.00) per month toward the employee dental plan.

C. Life Insurance

The District will pay the full cost for the following life insurance:

<u>Insurance Amount</u>	<u>Eligible</u>
\$25,000	Accounting Technician Administrative Secretary Dispatcher/Clerk Master Mechanic

D. State Disability Insurance

The District shall provide State Disability Insurance for Administrative employees.

E. Employee Assistance Program

The District provides a non-contributory Employee Assistance Program for its employees.

Section 3 - Holidays

- A. The District shall provide Holiday compensation to Administrative employees, in the Dispatcher/Clerk classification as follows:

Employees shall receive compensation for twelve (12) approved holidays each year in addition to their regular monthly salaries. For compensation purposes, each holiday shall be considered eight (8) hours and shall be paid at time and one-half the hourly rate. Such compensation shall be paid on December 1 and June 1. The following are the District's approved holidays for Dispatcher/Clerk employees:

Independence Day	Christmas Day
Labor Day	New Year's Day
Admission Day	Lincoln's Birthday
Veterans' Day	Washington's Birthday
Thanksgiving Day	Easter Sunday
Day after Thanksgiving Day	Memorial Day

1. The Dispatcher/Clerk scheduled to work on Martin Luther King Day shall receive overtime pay for any hours worked on that day.

A. Administrative Employees on a 40-Hour Duty Schedule

1. Employees who work a forty (40) hour, five/eight (5/8) schedule shall receive eight (8) hours off for holidays.* In addition, employees who work a forty (40) hour, four/ten (4/10) schedule shall be entitled to ten (10) hours of time off for holidays.

The following are recognized as District paid holidays for employees on a 40 hour work schedule:

New Years' Day	Admission Day
Martin Luther King, Jr. Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Two Floating Holidays

*Employees working a 4/10 schedule are entitled to an additional day off during any week where a holiday falls on the employee's regularly scheduled day off.

Section 4 - Uniform Allowance for Uniformed Employees

Employees shall receive a uniform replacement and maintenance allowance of Four Hundred and Thirty-five dollars (\$435.00) per year, payable semi-annually on December 16 and June 16, in two (2) equal installments.

Termination of employment between December 16, and June 16, or between June 16 and December 16, will automatically cancel the uniform allowance for the period between the aforementioned dates.

Department uniform specifications and the times the various uniforms will be worn during the on-duty period shall be set by the General Manager/Fire Chief.

Section 5 - Sick Leave

The District shall provide Sick Leave Benefits as stated in the Policy and Procedures Manual, Article C, Sections 27 and 29. (Attachment #1)

Section 6 - Light Duty

The Light Duty Program shall follow the procedures stated in the Policy and Procedures Manual, Article C, Section 16. (Attachment #2)

Section 7 - Vacation

Vacation Benefits shall follow the procedures stated in the Policy and Procedures Manual, Article C, Sections 4 and 5. (Attachment #3)

Section 8 - Leaves of Absence

A. Leave Without Pay or Benefits

Shall follow the procedures stated in the Policy and Procedures Manual, Article C, Section 26.1. (Attachment #4)

B. Court Appearances

Shall follow the procedures stated in the Policy and Procedures Manual, Article C, Section 26.2. (Attachment #4)

C. Jury Duty

Shall follow the procedures stated in the Policy and Procedures Manual, Article C, Sections 26.4 and 26.5. Attachment #4)

D. Military Leave of Absence

Shall follow the procedures stated in the Policy and Procedures Manual, Article C, Section 26.3. (Attachment #4)

E. Maternity Leave

Shall be subject to applicable federal and state law. Pregnancy shall be treated as any other illness.

F. Occupational Disability

Shall follow the procedures stated in the Policy and Procedures Manual, Article C, Section 28. (Attachment #5)

G. Death in Family

Shall follow the procedures stated in the Policy and Procedures Manual, Article C, Sections 26.0 and 21.1 (Attachment #4)

Section 9 - Shift Differential

A Dispatcher/Clerk will receive thirty-five Cents (\$.35) per hour shift differential for all straight-time hours worked between 6:00 p.m. and 6:00 a.m. Such differential shall not apply to time compensated but, not worked.

EXHIBIT A

Section 1. Salary Rates

Effective on the dates listed, the monthly salary rates for employees in the below listed classifications shall be as follows:

Effective July 1, 1993

	1	2	3	4	5
Account Technician	\$2,664	\$2,863	\$3,051	\$3,163	\$3,366
Administrative Sec.	\$2,664	\$2,863	\$3,051	\$3,163	\$3,366
Dispatcher/Clerk	\$2,550	\$2,680	\$2,815	\$2,942	\$3,073
Mechanic	\$3,431	\$3,603	\$3,783	\$4,130	\$4,476

Effective December 1, 1993

Account Technician	\$2,850	\$3,063	\$3,265	\$3,384	\$3,602
Administrative Sec.	\$2,850	\$3,063	\$3,265	\$3,384	\$3,602
Dispatcher/Clerk	\$2,728	\$2,868	\$3,012	\$3,148	\$3,288
Master Mechanic	\$3,671	\$3,855	\$4,048	\$4,419	\$4,789

Effective July 1, 1994

Account Technician	\$2,964	\$3,186	\$3,396	\$3,519	\$3,746
Administrative Sec.	\$2,964	\$3,186	\$3,396	\$3,519	\$3,746
Dispatcher	\$2,837	\$2,983	\$3,132	\$3,274	\$3,420
Master Mechanic	\$3,818	\$4,009	\$4,210	\$4,596	\$4,981

ATTACHMENT #1

POLICY AND PROCEDURES MANUAL

ARTICLE C: PERSONNEL PROCEDURES

SECTION 27: SICK LEAVE

27.0 Permanent and probationary employees working a forty (40) hour per week duty schedule shall accrue sick leave at the rate of four and three-tenths (4.3) hours per pay period to a maximum of nineteen hundred and twenty hours (1920). Employees working 24-hour duty tours shall accrue sick leave at a rate of six (6) hours per pay period to a maximum of two thousand, six hundred and eighty-eight (2688) hours. In the event the present duty schedule is changed by increasing or decreasing the number of hours worked per week by employees working a forty (40) hour per week duty schedule, or the number of hours worked in the work cycle by employees working 24-hour duty tours, the rate of accrual and the maximum accrual of sick leave credit will be increased or decreased in direct proportion to such change. Sick leave credit shall not be accrued while an employee is on sick leave if the employee working a forty (40) hour per week duty schedule does not work at least two (2) 8-hour daily tours of duty during the pay period; or the employee working 24-hour duty tours does not work at least one (1) 24-hour tour of duty during the pay period; provided, however, that sick leave shall accrue during an absence which is a result of occupational disability resulting from District service.

27.1 Sick Leave Usage

Employees shall be entitled to be paid for sick leave used, to a maximum of the hours accrued for absence due to non-occupational disability only during the time such disability, illness, or other sickness or injury continues.

- a. To be placed on Sick Leave, an employee shall contact the Duty Chief prior to 0715 hours, preferably by 0700 hours, of the day he/she is to report to duty.
- b. On the day an employee wishes to return to duty, he/she shall contact the Duty Chief by 0700 hours or a day in advance.
- c. Employees shall present a sick leave report at Roll Call on the day of return.
- d. A doctor's release shall be presented to the Personnel Officer before an employee returns to duty from any injury.

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- 27.2 Sick Leave of more than five (5) consecutive calendar days (120 hours). For absences of more than five (5) consecutive calendar days, the employee must file with the Personnel Officer a statement by a person licensed to practice medicine or dentistry that the employee was under said doctor's care while absent. When an employee returns to work after any absence chargeable to sick leave or as a result of an industrial absence or illness, the District may require a statement from the attending doctor that the employee is in fit physical condition to perform all the duties of his position. In addition, the employee may be required to undergo a medical examination at the District's expense to be performed by a doctor designated by the District.
- 27.3 Charge for sick leave shall be on the basis of one (1) hour for each hour used in increments of eight (8) hours for employee assigned to a forty (40) hour per week duty schedule, and in increments of twenty-four hours for employees assigned to a 24-hour duty schedule, provided, however, that:
- a. If an employee reports for duty before 12:00 noon on the second or any subsequent consecutive on-duty day after an illness with a written statement from a person licensed to practice medicine or dentistry, or
 - b. If an employee becomes ill while on the job and must leave before the end of his shift or daily tour, sick leave shall be charged for only those hours when the employee was absent from work.
- 27.4 An employee may use up to seventy-two (72) hours of accrued sick leave in any twelve (12) consecutive month periods for illness in the immediate family. For the purpose of this section, immediate family means spouse, child, or parent.
- 27.5 During any period of sick leave, no employee shall apply himself/herself whatsoever to any outside employment without permission from the Chief of the Department.
- 27.6 Sick leave with pay shall not be granted or accrued when the disability arises from any illness, sickness, or injury purposely self-inflicted or caused by any willful misconduct or when disability is sustained while engaged in a gainful occupation (other than District service) either as an employee, officer, executive or as a business or professional proprietor or partner.

27.7 If accumulated sick leave is totally used, employees shall draw no further pay. Upon complete use of accumulated sick leave, a medical leave of absence without compensation may be granted, not to exceed sixty (60) calendar days. If at the end of this sixty (60) day period, the employee is unable to return to work, further medical leave will be subject to approval by the Chief, whose decision shall be final. If further medical leave is granted, the employee must notify the Chief every thirty days regarding his intention to return to work.

27.8 Sick Leave at Termination, 24 Hour Shift Personnel

Employees whose District service is terminated because of regular retirement through the State of California Public Employee's Retirement System or a disability retirement as determined by appropriate medical authorities, layoff, or when a doctor requires residence be away from the area due to illness of a member of the employee's immediate family, shall be eligible for payment of 25% of his total possible accrued sick leave hours as outlined in Section 23.1 of these Rules and Regulations, less all sick leave hours used. Such payment for unused sick leave shall be calculated at the employee's base hourly rate at the time of termination.

Formula for payment of sick leave at termination:

a. Total hours of sick leave earned during the employee's entire uninterrupted service with the District (minus)

b. Total hours of sick leave taken during the employee's entire uninterrupted service with the District (times) 25% and (times) the employee's hourly salary at the time of termination. Hourly salary = monthly salary (times) .00577. This will equal the dollar payment of sick leave at termination.

a. Total hours of sick leave earned during the employee's entire uninterrupted service with the District shall be calculated as follows:

(Full years of service (times) 96 hours) plus (any full months of service less than a year (times) 8 hours) plus (any full days of service less than a month (times) .26 hours).

b. Total hours of sick leave taken during the employee's entire uninterrupted service with the District shall be calculated as follows:

Total hours of sick leave used (times) .71

27.9 Employees who are eligible for sick leave pay at termination may elect to receive such pay in one (1) lump sum or in two (2) payments to be made no more than twenty-four (24) months after date of termination, subject to budget limitation. Employees must submit a statement, setting forth the option chosen and the desired dates of payment. Any unpaid balance will be held for the employee, without interest, until date of total payment.

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27.10 Full payment for accumulated unused sick leave shall be awarded to the employee's beneficiary in the event of the death of an employee while in the District service.

27.11 There shall be no payment for unused sick leave under any of the following circumstances:

- a. The employee's service is terminated due to dismissal or resignation.
- b. Self-inflicted death.
- c. When disability arises from sickness or injury which is self-inflicted or caused by any willful misconduct.
- d. When disability is sustained while engaged in a gainful occupation (other than District service) either as an employee, officer, executive, or as a business or professional proprietor or partner.

27.12 Sick Leave at Termination, 8 Hour Shift Personnel

All of Section 23.7 applies to 8 hour shift personnel with one exception: It is not necessary to convert sick leave used by multiplication by .71 because 8 hour shift personnel accumulate and used sick leave credit on a 40 hour work basis.

POLICY AND PROCEDURES MANUAL

ARTICLE C: PERSONNEL PROCEDURES

SECTION 29: SICK LEAVE USAGE FOR ILLNESS OR INJURY IN IMMEDIATE FAMILY

29.0 Authorization for usage as outlined in Memorandum of Understanding, Page 6, Section 10.2:

An employee may use up to seventy-two (72) hours of accrued sick leave in any twelve (12) consecutive month period for illness or injury in the immediate family. For the purpose of this section, immediate family means SPOUSE, CHILD, or PARENT.

29.1 Policy guide on use of sick leave for illness or injury in the immediate family as authorized in Section 10.2 of the Memorandum of Understanding:

- a. Conditions justifying sick leave for personal health problems will not necessarily justify sick leave for family care.
- b. Family care sick leave is primarily for emergency family illness or injury situations. The employee is expected to make other arrangements as soon as possible so that he may return to work.
- c. The required attendance upon an employee's seriously ill or injured family member is a valid reason for family care sick leave. The Duty Chief may approve such requests upon determining that the family member needs the personal care of the employee or his presence is required for compelling reasons.
- d. Family care sick leave may be authorized when no other person is available and capable of providing the care or attendance.
- e. Accompanying or transporting family members to dentist's or doctor's offices for routine treatment, examinations, or laboratory test is not a valid reason for sick leave.
- f. Childbirth: An employee whose wife is giving birth to a child may normally use family care sick leave for this purpose during the time his presence is needed or required.
- g. A common cold or other minor illness of a family member does not justify the use of sick leave by an employee.

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- h. Family care sick leave is not authorized for household duties, the care of well children, or simply to provide companionship.
- i. Surgery or critical illness requiring hospitalization may justify the use of family care sick leave by an employee if no one else is available to furnish transportation and attendance.

ATTACHMENT #2

POLICY AND PROCEDURES MANUAL

ARTICLE C: PERSONNEL PROCEDURES

SECTION 16: LIGHT DUTY PROGRAM

- 16.0 There shall be no light duty assignments for employees on temporary disability, permanent disability, or sick leave without mutual agreement between the employer and the employee's physician.
- 16.1 Prior to any light duty assignment, employees shall be required to submit a medical release to the District confirming the employee's ability to perform the duties of the light duty assignment.
- 16.2 Firefighters released for light duty are to report to the Personnel Officer each morning by 0800 hours for assignment. (If assigned to an outside station, report to the Captain who will contact the Personnel Officer by 0800 hours).
- 16.3 Although the light duty assignment may be in the administrative offices or at different work sites, firefighters shall continue to report to the on-duty Chief in the same manner as shift personnel when calling in sick, reporting in well, or submitting vacation requests.

POLICY AND PROCEDURES MANUAL

ARTICLE C: PERSONNEL PROCEDURES

SECTION 4: VACATION (56-HOUR WORK WEEK)

4.0 An employee shall be entitled to a vacation during the next calendar year following his date of hire on the hourly basis set forth below:

<u>Uninterrupted Months of Full Service with the District</u>	<u>Hours of Vacation Entitlement Accrued Per Month</u>
1 - 36	12
37 - 108	18
109 - 12/31 of thirteenth year	20
1/1 of fourteenth year thru 12/31 of eighteenth year	22
1/1 of nineteenth year, forward	24

NOTE: Earned vacation credit may not be used during the first three (3) months of employment.

4.1 Minimum vacation period will be 12 hours (1/2 Duty Tour) and shall be selected pursuant to Section 4.3 of this Article C: Personnel Procedures.

4.2 All vacations must be taken during the calendar year of entitlement; provided, however, that the Chief, in his/her sole discretion may allow an employee to carry over a maximum of one year's vacation accrual. The Chief's decision shall be final.

VACATION SCHEDULING

4.3 The selection and scheduling of vacations for the coming year shall take place during the month of October; provided, however, that an employee may schedule his or her accrued one-half (1/2) shift of vacation and provided, further, that there is an opening in the vacation schedule pursuant to Section 9.5, paragraph 2, of the Memorandum of Understanding. The one-half (1/2) shift will be scheduled at either 8:00 a.m. or 8:00 p.m. and the one-half (1/2) shift will not be scheduled prior to all full shifts being chosen. An employee may also use the accrued one-half (1/2) shift of vacation on an emergency basis provided that the Fire Chief, at his or her sole discretion, allows the employee to do so.

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- 4.4 Vacations scheduled on a shift basis as follows: No more than two (2) firefighters and one (1) officer may be on vacation at the same time; provided, however, that in the event no officer is scheduled for vacation, three (3) firefighters may be scheduled for vacation at the same time.
- 4.5 Employees shall be allowed to change scheduled vacation days providing an opening exists on the vacation schedule or two employees of equal rank choose to exchange scheduled vacation days.
- 4.6 An employee completing his fourth or tenth year of uninterrupted District service will during the coming calendar year for which vacations are being scheduled, be allowed to schedule a vacation on the basis of the following calculation:

(number of months at old vacation entitlement) x (hourly accrual rate per month for that entitlement) + (number of months at new vacation entitlement) x (hourly accrual rate per month for that entitlement) = Total available vacation for scheduling.

VACATION PAY AT TERMINATION

- 4.7 An employee with one (1) or more years service with the District upon termination of such service, shall receive payment for vacation accrued but not taken.
- 4.8 Such compensation for pro-rated vacation of terminating employees shall be paid to the employee in one lump sum at the convenience of the District but in no event shall such payment be made later than sixty (60) days after such employee's termination.
- 4.9 Employees whose service with the District is terminated for any reason prior to completing one (1) year of District service shall not be entitled to any compensation for unused accumulated vacation leave.

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ARTICLE C: PERSONNEL PROCEDURES

SECTION 5: VACATION (40-HOUR WORK WEEK)

5.0 Vacation accrual is granted to all support personnel on the following hourly basis:

<u>Uninterrupted Months of Full Service with the District</u>	<u>Hours of Vacation Entitlement Accrued Per Month</u>
1 - 36	8
37 - 108	12
109 - 12/31 of thirteenth year	14
1/1 of fourteenth year thru 12/31 of eighteenth year	14.667
1/1 of nineteenth year, forward	16.667

5.1 Vacations shall be taken in full shift increments.

5.2 Employees are entitled to unlimited splits of their vacations.

ATTACHMENT #4

POLICY AND PROCEDURES MANUAL

ARTICLE C: PERSONNEL PROCEDURES

SECTION 26: LEAVE OF ABSENCE

26.0 Leave for Death in Family.

Leave of absence with pay for a period not to exceed seven (7) consecutive days shall be granted if there is a death in the employee's immediate family; i.e., spouse, son, daughter, father, mother, brother or sister. The amount of time off allowed shall be determined by the Chief depending upon the circumstances of each individual case and the Chief's decision shall be final.

- a. In the event of the death of a member of an employee's family other than the immediate family, a leave of absence of one (1) shift shall be granted for those employees working 24 hour shifts. For employees who work 8 hour shifts, a leave of up to (2) days shall be granted.
- b. If additional time is necessary, it must be requested by the employee and may be granted subject to the approval of the Chief, whose decision shall be final. If such additional time is granted, it shall be deducted from the employee's vacation time, provided, however, that if the employee has no vacation time due, such additional time shall be granted without pay.

26.1 Leave of Absence Without Pay or Benefits

Any employee desiring a leave of absence, for any reason, without pay or benefits from the employment with the District, shall secure written permission from the Chief. It will be the responsibility of the employee to arrange for payment of suspended benefits with the Administrative Assistant, i.e. life and health insurances. The decision of the Chief to grant or refuse to grant a leave of absence or extension thereof, shall be final and conclusive and shall not be subject to the grievance procedure of these Rules and Regulations. Except as otherwise provided in this section, the maximum leave of absence shall be for thirty (30) days and may be extended for like periods.

- a. Written permission for such extended periods shall be secured from the Chief. The first approved leave of absence without pay plus approved extended leaves of absence without pay shall not exceed six (6) months. During any approved leave of absence, the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Chief. The Chief may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

26.2 Court Appearances

A leave of absence with pay shall be granted for appearance in court in cases in which the District is a party or otherwise interested;

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provided, however, that the employee must remit to the District within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses.

- a. All fees remitted to the District shall be made through the District's Personnel Officer.
- b. Appearance in court, during off-duty time, in obedience to a subpoena or by direction of proper authority, in cases in which the District is a party or otherwise interested, shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
- c. A leave of absence without pay may be granted when an employee appears in private litigation to which the District is not a party.

26.3 Military Leave

Military leave of absence without pay shall be granted in conformance with State law.

26.4 Jury Duty

A leave of absence with pay shall be granted any time employees are required to report for Jury Duty; provided, however, that the employee must remit to the District within fifteen (15) days after receipt all fees received except those specifically allowed for mileage and expenses. Verification of attendance must be submitted prior to any such payment.

- a. All fees remitted to the District shall be made through the District's Personnel Officer.

26.5 Notification and Verification of Attendance

Employees shall immediately notify the Duty Chief when they are called for jury duty and keep him advised of dates when they are required to appear in court which occur on their scheduled working days. They shall report for work immediately upon being excused by the court on such working days. A verification of attendance form, available from the court, shall be presented to the Duty Chief upon reporting for duty.

ATTACHMENT #5

POLICY AND PROCEDURES MANUAL

ARTICLE C: PERSONNEL PROCEDURES

SECTION 28: OCCUPATIONAL DISABILITY

- 28.0 An employee who is absent from duty because of disability caused by illness or injury arising out of and in the course of his District service which has been declared to be compensable under Workers' Compensation Law shall be entitled to a leave of absence while so disabled without loss of salary for the duration of such disability; provided, however, that such leave of absence with pay shall terminate if the employee is retired on permanent disability pension and provided further that in no event shall such leave of absence with pay exceed one (1) year. The employee shall return to the District all disability payments received by him from the State Compensation Insurance Fund.
- 28.1 In the event that an employee's occupational disability continues for more than one (1) year, such employee's rights to further compensation, if any, by reason of his disability, shall be determined by the provisions applicable to disability benefits by reason of his being a member of the State Public Employees' Retirement System, and the employee's leave of absence shall continue without further salary payment by the District.
- 28.2 Employees may accrue sick leave credit as provided in Section 27.0 during absence as a result of occupational disability which occurred as a result of District service.
- 28.3 During an employee's absence from duty because of an occupational disability he/she shall not apply himself/herself whatsoever to any outside employment without express permission from the Chief of the Department.