

OCEA – ANNUAL LEAVE PLAN PROVISIONS
Effective January 24, 2003

PART I

OCEA – NON-SUPERVISORY UNITS

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977, and shall become effective upon completion of required programming changes. Upon adoption of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan Provisions. This plan covers employees in the General, Community Services, Office Services, Healthcare Professional, Probation Services and Sheriff Special Officer and Deputy Coroner Representation Units.

Section 1. Accumulation of Annual Leave

- A. During the first three (3) years of employment, a regular or limited term employee shall earn approximately five (5) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred fifty-two [152] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- B. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately eight (8) hours and nineteen (19) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred sixteen [216] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- C. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn nine (9) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- D. Employees in the classes of Real Property Agent I, Real Property Agent II, and Real Property Agent III shall earn an additional one (1) hour and thirty-three (33) minutes (approximately forty [40] hours per year) of annual leave during each eighty (80) hour pay period, or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

- E. Annual Leave earned shall be added to the employee's annual leave balance upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
- F. The amount of annual leave an employee may accrue shall be unlimited.
- G. Extra help employees shall not earn annual leave.

Section 2. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be applied to:
 - 1. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.
 - 2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
 - 3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
 - 4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.
 - 5. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
 - 6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
- C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

- A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.

- B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.
- C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.
- D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.
- E. Holidays which fall during an employee's annual leave (vacation) period shall not be charged against the employee's annual leave balance.

Section 4. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
- B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Section 1.C.) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten years (Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional annual leave earned during the period of annual leave may be taken consecutively.
- E. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- F. When a person is reemployed in a regular or limited term position, the Personnel Director may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining annual leave earning rates.
- G. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for

funding said increase. Increased costs shall not be automatically assumed by the County.

- H. The parties will jointly monitor and review on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the plan is not meeting the objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

Section 5. Payoff of Unused Annual Leave

- A. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to twenty (20) hours each or one (1) increment of up to forty (40) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged under the Annual Leave Plan.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

| Years of Service | Maximum Payoff |
|--------------------------|---|
| Less than 3 years | 160 hours maximum paid at 100% |
| 3 but less than 10 years | 240 hours maximum paid at 100% (320 hours for Real Property Agent I, II and III) |
| 10 or more years | A maximum of 1600 hours of the accrued annual leave balance has cash value. 320 hours are paid at 100% (400 hours for Real Property Agent I, II and III); the remaining balance, after the 320 hours (400 hours for Real Property Agent I, II, and III) are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance; 25 or more years of service equals 50% cash value of the remaining balance. |

- C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.

- D. An employee who is separating from County service by way of paid County retirement may elect either to take annual leave as time off, or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance (up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

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PART II

OCEA – SUPERVISORY MANAGEMENT UNITS

The Annual Leave provisions shall apply to regular and limited term employees hired on or after July 15, 1977, and shall become effective upon completion of required programming changes. Upon adoption of the Annual Leave Plan, annual leave will consist of the combined sick leave, vacation balances and accruals for employees covered by the Annual Leave Plan Provisions. This plan covers employees in the Supervisory Management and Probation Supervisory Management Representation Units.

Section 1. Accumulation of Annual Leave

- A. During the first three (3) years of employment, a regular or limited term employee shall earn approximately five (5) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately one hundred fifty-two [152] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- B. After an employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours, approximately three (3) years, the employee shall earn approximately eight (8) hours and nineteen (19) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred sixteen [216] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- C. Commencing with the pay period following that in which an employee completes ten (10) years of continuous full-time County service, an employee in a regular or limited-term position shall earn nine (9) hours and fifty-one (51) minutes of annual leave during each eighty (80) hour pay period (approximately two hundred fifty-six [256] hours per year), or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.
- D. Annual Leave earned shall be added to the employee's annual leave accumulation account upon the completion of the pay period, with no credit to be applied during the progress of the pay period or for a portion of the pay period during which the employee terminates County service.
- E. The amount of annual leave an employee may accrue shall be unlimited.
- F. Extra help employees shall not earn annual leave.

- G. Employees in the class of Senior Real Property Agent shall earn an additional one (1) hour and thirty-three (33) minutes (approximately 40 hours per year) of annual leave during each eighty (80) hour pay period, or a prorated amount for any pay period in which the employee is paid for less than eighty (80) hours.

Section 2. Use of Annual Leave for Illness or Injury

- A. Annual Leave may be applied to:
 - 1. An absence necessitated by employee's personal illness, injury or disability due to pregnancy or childbirth.
 - 2. Medical and dental office appointments when absence during working hours for this purpose is authorized by the department.
 - 3. Absence due to exposure to a contagious disease when quarantine is imposed by health authorities or when it is determined by a physician designated by the County that the presence of the employee on duty would endanger the health of others.
 - 4. Absence from duty because the employee's presence is needed to attend to the serious illness of a member of his or her immediate family. For purposes of this Section, immediate family shall mean father, father-in-law, mother, mother-in-law, stepparent, brother, sister, wife, husband, child, stepchild, grandparent or legal ward.
 - 5. Absence from duty because of personal emergencies not to exceed thirty (30) annual leave hours during the fiscal year.
 - 6. An absence due to an air pollution alert which prevents the employee from traveling to his or her work location.
- B. An employee may be required to furnish a certificate issued by a licensed physician or registered nurse or other satisfactory evidence of illness, injury or medical condition, or medical or dental office calls when the department has notified the employee in advance of such a requirement or when the employee has been under the care of a physician.
- C. Annual Leave shall not be applied to absences which occur on a County holiday.

Section 3. Use of Annual Leave for Vacation

- A. Calendared annual leave, including vacations, shall be scheduled for employees by their agency/department; however, consideration shall be given to effectuating the wishes of those employees requesting specific vacation periods.
- B. No scheduled annual leave will be cancelled by the agency/department except in cases of emergency.

- C. No employee shall be required to return to work for the County in any capacity during the time of his or her paid annual leave from the County service, except in cases of emergency.
- D. No employee shall be permitted to work for compensation for the County in any capacity during the time of his or her paid vacation from the County service except as a Fire Suppression Volunteer, Deputy Sheriff-Emergency Service, Election Board Officer or Election Night Help.

Section 4. General Provisions

- A. Not more than eighty (80) hours of paid time may be credited toward accumulation of annual leave in any pay period.
- B. An Official Leave of Absence shall cause the aforementioned ten (10) years (Section 1.C) of full-time County service to be postponed a number of calendar days equal to the Official Leave.
- C. When an employee's County service consists of part-time regular service or a combination of full-time regular and part-time regular service, both periods of service shall apply toward the required ten years (Section 1.C.) of County service, with the part-time service being applied proportionately to the appropriate full-time interval.
- D. Additional annual leave earned during the period of annual leave may be taken consecutively.
- E. In any use of annual leave, an employee's account shall be charged to the nearest quarter hour.
- F. When a person is reemployed in a regular or limited term position, the Personnel Director may, upon the request of the agency/department, apply the period of previous County continuous service for the purpose of determining annual leave earning rates.
- G. The parties agree that the Annual Leave Plan shall not impact compensation, compensation earnable or final compensation as defined by the 1937 Retirement Act, above or below that to which employees would have been entitled prior to this agreement. If a court should decide that benefits under this plan, or analogous benefits, increase compensation, compensation earnable or final compensation above that to which employees would have been entitled prior to this agreement, the parties agree to meet and confer regarding employee/employer responsibility for funding said increase. Increased costs shall not be automatically assumed by the County.
- H. The parties will jointly monitor and review on a regular basis, the effectiveness of the Annual Leave Plan to ensure that plan goals are met. The parties also acknowledge that in order to meet the goals of the Annual Leave Plan, refinements or changes may become necessary. If

unanticipated consequences arise, the parties shall meet and attempt to mitigate those consequences. If it is found that the plan is not meeting objectives, it may be discontinued. However, neither party shall have the right to unilaterally modify this agreement as a result of discussions prior to the expiration of the overall Memorandum of Understanding between the parties.

Section 5. Payoff of Unused Annual Leave

- A. During each fiscal year, an employee may request to be paid for accrued annual leave in either two (2) separate increments of up to thirty (30) hours each or one (1) increment of up to sixty (60) hours. Such payment shall be made upon request unless the agency/department determines it is not economically or operationally feasible. In such case, payment shall be made as soon as feasible. Employees in the Probation Supervisory Management Unit and in the class of Senior Real Property Agent may request to be paid for annual leave in either two (2) separate increments of forty (40) hours or one (1) increment of eighty (80) hours. It is the intent of this provision that the current practice regarding payment for vacation remain unchanged under the Annual Leave Plan.
- B. An employee separating from County service shall be paid in a lump sum payment for the unused annual leave balance as provided below:

| Years of Service | Maximum Payoff |
|--------------------------|---|
| Less than 3 years | 240 hours maximum paid at 100% |
| 3 but less than 10 years | 320 hours maximum paid at 100% |
| 10 or more years | A maximum of 1600 hours of the accrued annual leave balance has cash value. 400 hours are paid at 100%; the remaining balance after the 400 hours are deducted, obtains cash value of 2% for each year of service, to a maximum of 50% i.e., 12 years of service equals 24% cash value for remaining balance ; 25 or more years of service equals 50% cash value of the remaining balance after deducted from the 1600 hours maximum. |

- C. Years of service as used herein shall be the equivalent of full-time continuous service hours in a regular position. Partial years of service will be prorated.
- D. An employee separating from County service by way of paid County retirement may elect either to take annual leave as time off or be paid for his or her annual leave in a lump sum payment. The amount of annual leave which can be taken as time off shall be limited to the amount of hours the employee is eligible to receive at 100%. The remaining balance

(up to the allowed maximum less the hours taken as time off) shall be paid in accordance with the annual leave payoff provisions above.

OCEA – ANNUAL LEAVE PLAN PROVISIONS

PART III

OCEA – LEAVE OF ABSENCE PROVISIONS

Section 1. Authorized Leave Without Pay

A. Agency/Departmental Leave

A regular, limited-term or probationary employee may request an Agency/Departmental Leave Without Pay for a period of time not to exceed fifteen (15) calendar days. The granting of such Leave shall be at the discretion of the agency/department, except in cases where Official Leave has been authorized pursuant to B.4., B.5. and Section 11.A., below. The Agency/ Department Head may require that all accumulated compensatory time be used prior to granting of Agency/ Departmental Leave. The use of earned annual leave prior to the obtaining of Agency/Departmental Leave shall be at the option of the employee.

B. Official Leave

1. Upon request, a regular, limited-term or probationary employee may be granted an Official Leave of Absence Without Pay. Such Leave, if granted, shall not exceed one (1) year except as provided in 2. and 3., below. Such Leave may be authorized only after an employee's completion of an Agency/Departmental Leave and after all compensatory and the portion of the annual leave subject to 100% payoff have been applied toward payment of the absence.
2. An Official Leave of Absence may be extended for up to an additional year at the discretion of the agency/department except that requests for Official Leave which qualify as Family Leave pursuant to applicable law shall be granted to the extent required by such law. If the agency/department denies the extension of such Leave, the provisions of 5. and 6., below, shall not apply.
3. Upon request, an employee who has requested and identified a valid need for Family Leave pursuant to Article IV, Section 14 of the General Unit MOU, and applicable law, shall be granted Official Leave to the extent required by such law. Such Leave shall be authorized only after an employee's completion of an Agency/Departmental Leave and after all accumulated compensatory time and the portion of the annual leave balance subject to 100% payoff have been applied toward the absence. In addition, where appropriate under the provisions of the Annual Leave Plan Parts I and II, Section 2, the employee may be required to apply annual leave accruals toward the absence before an Official Leave will be authorized.

4. An employee shall give notice two (2) weeks prior to the date he or she wants to return to work, except that an employee returning from Family Leave shall give the lesser of two (2) weeks notice or the maximum notice allowable under applicable law. If an employee does not give the required notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until the employee gives such notice; however, the agency/department may waive the notice or reduce the notice period at its discretion.
5. The agency/department shall indicate on the request its recommendations as to whether the request should be granted, modified or denied and shall promptly transmit the request to the Personnel Director. If the Personnel Director approves the request, he or she shall deliver a copy to the Auditor-Controller and the employee.
6. If the Personnel Director modifies or does not approve a request for Official Leave, the employee and/or the agency/department may, within fifteen (15) calendar days of said action, file a request with the Personnel Director for review by the Board of Supervisors. Upon such request, the Personnel Director shall forward a copy of the request for Official Leave to the Board for final determination. The employee and the appealing agency/department shall notify the Personnel Director whether he or she will submit his or her position in a written statement or wishes to appear before the Board. The County may present its position in the same manner as the employee presents his or her position. The Board of Supervisors, at its discretion, may designate one (1) or more Executive Assistants to meet with the employee and decide such appeals. The decision on such appeals shall be final.
7. An Official Leave shall not be credited toward continuous service.

C. General Provisions

1. A request for a Leave of Absence shall be made upon forms prescribed by the Personnel Director and shall state specifically the reason for the request, the date when it is desired to begin the Leave of Absence and the probable date of return.
2. A request for Leave of Absence Without Pay shall normally be initiated by the employee, but may be initiated by the employee's agency/department only where the employee is unable to initiate such action, except in cases where the provisions of Section 2.A. apply.

D. Official Leave for Nonoccupational Disability

1. A regular, limited-term or probationary employee shall be granted, upon request, an Official Leave of Absence Without Pay for up to six (6) months for a nonoccupational disability including disabilities related to pregnancy and childbirth provided that the employee meets the following conditions:
 - a. A medical statement covering diagnosis, prognosis, expected date of return and period of disability shall be submitted with the Leave request.

- b. Such Leave shall begin after all accrued compensatory time and annual leave have been applied toward the absence.
 - c. Unless otherwise required by law, the employee has been paid for six thousand two hundred forty (6240) regularly scheduled hours or more.
2. If additional Leave is desired, the employee may request additional Leave in accordance with Official Leave, Section 1.B., above.
 3. An employee shall not be entitled to more than one (1) such Leave pursuant to this Section per twelve (12) month period.

E. Absences Caused by Illness, Injury or Pregnancy

An employee who is absent from work for a period of more than fourteen (14) consecutive calendar days due to illness, injury or pregnancy shall not be permitted to resume work until, and unless, the employee obtains a medical clearance from a physician designated by the County.

F. Parenthood Leave

1. A regular, limited-term or probationary employee shall be granted, upon request, a Parenthood Leave Without Pay of up to six (6) months in connection with the birth or placement for legal adoption of a child provided the employee meets the following conditions:
 - a. The requested Leave is commenced within six (6) months before or after the date of birth or placement for legal adoption of the child.
 - b. Sufficient documentation of such birth or placement for legal adoption is submitted with the request for Leave.
 - c. Such employee has completed new probation.
 - d. All accrued compensatory time and the portion of annual leave subject to 100% payoff have been applied toward the absence.
2. Unless otherwise required by law, employees shall not be eligible for more than one (1) such Leave within any twelve (12) month period.
3. Annual leave must be applied toward any portion of the absence which qualifies under Parts I and II, section 2.A.1. of this Article provided the employee has furnished the agency/department with a certificate signed by a licensed physician stating the nature of the medical condition and period of disability.
4. Pregnant employees may also apply for a Nonoccupational Disability Leave for the term of disability as provided in Part III, section D. of this Article.
5. Parenthood Leave shall not be credited toward continuous service.

6. For employees on Parenthood Leave, merit increase dates, probation periods and performance evaluation dates shall be treated as if the employee were on Official Leave.

Section 2. Workers' Compensation Leave

- A. When an injury is determined to be job related in accordance with Article XI of the applicable MOU, a regular, limited-term or probationary employee shall be placed on Workers' Compensation Leave. If such determination cannot readily be made and the amount of annual leave subject to 100% payoff has been applied to the absence, the employee shall be placed on Official Leave until a final determination is made.
- B. Workers' Compensation Leave shall continue until the employee:
 1. is determined to be physically able to return to work and such medical determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 2. is determined to be physically able to return to work with medical restrictions which the County can accept and such determination, if disputed, is confirmed by Workers' Compensation Appeals Board; or
 3. accepts employment outside the County; or
 4. accepts employment in another County position; or
 5. has been found to be permanent and stationary and is not rehabilitated as provided by law; or
 6. is retired pursuant to Government Code provisions.
- C. If practicable, an employee on Workers' Compensation Leave or 4850 Leave will give notice two (2) weeks prior to the date he or she wants to return to work. If an employee does not give two (2) weeks notice prior to the date he or she wants to return to work, the agency/department shall not be required to return the employee to work until such notice is given; however, the agency/department may waive the notice or reduce the notice period at its discretion.

Section 3. OCEA Presidential Leave

- A. The County agrees to grant, if requested by OCEA, Presidential Leave with pay and without loss of any benefits provided by the Memorandum of Understanding, except as provided below, to the President of OCEA during the term of this Memorandum of Understanding provided that:
 1. The Presidential Leave shall be for a minimum of eight (8) hours.
 2. The Presidential Leave is requested fourteen (14) calendar days in advance. Said Notice may be waived by mutual agreement.

3. OCEA promptly reimburses the County for all OCEA President salary expenses incurred during the Presidential Leave.
 4. OCEA promptly reimburses the County for all benefit expenses incurred during the Presidential Leave of Absence.
 5. The employee shall continue to conform to the department rules and regulations that are not inconsistent with Presidential Leave.
 6. There is not a compelling need for the employee to perform County work.
 7. The employee is a standard or better performer.
 8. When the duration or frequency of Presidential Leave is such that the employee's absence imposes a hardship on Agency/Departmental operations, the County may reassign or transfer the individual to a less critical position in his or her class.
- B. Annual leave accrual rates will apply to the employee as though he or she were on duty status.
 - C. The merit increase eligibility date, if applicable, shall be extended a number of calendar days equal to the Presidential Leave. This extended merit increase eligibility date will be effective the first day of the pay period after said date.
 - D. The probation period, if applicable, shall be extended by the length of the Presidential Leave. The extended probation period shall end on the first day of the pay period following said extended date.
 - E. The employee's eligibility for promotional examinations shall not be affected by Presidential Leave.
 - F. Layoff points shall not be affected by Presidential Leave.
 - G. In the event emergency recall of the employee becomes necessary, Presidential Leave may be suspended or cancelled during the course of the emergency. OCEA shall not be obligated for reimbursement costs listed in A.3. and A.4. for the period that Presidential Leave is suspended or cancelled. Provisions of A.1. through A.8., above, shall be suspended during said emergency recall.
 - H. Not more than one (1) employee shall be eligible for Presidential Leave at any one (1) time.

Section 4. Catastrophic Leave

The County will administer a Catastrophic Leave procedure designed to permit limited individual donations of annual leave or PIP leave time to an employee who is required to be on an extended unpaid leave due to a catastrophic medical condition or other serious circumstances.

Section 5. Family Leave

A. General Provisions

1. Family Leave shall be granted to the extent required by law, including the following situations:
 - a. An employee's serious health condition.
 - b. The birth of a child or placement of a child for adoption or foster care.
 - c. An employee's presence is needed to attend to a serious health condition of the employee's child, spouse, parent or child of an employee standing in loco parentis (those with day-to-day responsibilities to care for and financially support a child).
2. Employees must request and identify their need for Family Leave. The County and OCEA agree that certain other types of leaves available to employees under this Agreement may meet the requirements of Family Leave pursuant to applicable law. The County may apply any time during which an employee is on such leave against the amount of Family Leave to which the employee is entitled.
3. Eligibility for Family Leave will be determined according to the requirements of applicable law.
4. When a request for Family Leave is approved, the agency/department shall determine whether annual leave or compensatory time is to be applied. Such determination shall be consistent with other leave provisions of this Agreement and shall give consideration to the circumstances and the wishes of the employee.

B. Notification Requirements

1. If the Family Leave is foreseeable, the employee must provide the agency/department with thirty (30) calendar days notice of his or her intent to take Family Leave.
2. If the event necessitating the Family Leave becomes known to the employee less than thirty (30) calendar days prior to the employee's need for Family Leave, the employee must provide as much notice as possible. In no case shall the employee provide notice later than five (5) calendar days after he or she learns of the need for Family Leave.
3. When the Family Leave is for the purpose of the scheduled medical treatment or planned medical care of a child, parent or spouse, the employee shall, to the extent practicable, schedule treatment and/or care in a way that minimizes disruption to agency/department operations.

C. Verification

As a condition to the approval of Family Leave, an employee may be required to furnish certification from the health care provider which states: (1) the date on which the condition commenced; (2) the probable duration of the condition; (3) an estimate of time that the employee needs to be off; (4) that the employee cannot perform his/her duties because of the employee's own serious health condition or that care is needed when the leave is for an eligible family member pursuant to applicable law.

OCEA – ANNUAL LEAVE PLAN PROVISIONS

PART IV

OCEA – MISCELLANEOUS PROVISIONS

- Section 1. Status of Limited-Term Employees (See Article III of the applicable MOU – General Personnel Provisions for complete text of Article.)
- A. All limited-term employees shall be subject to the same hiring standards and shall earn all benefits, except Article X, LAYOFF PROCEDURE, which accrue to employees in regular positions.
 - B. A regular employee who transfers, promotes or reduces to a limited-term position on a voluntary basis and not at the direction of the Agency/Department Head shall become a limited-term regular employee.
 - C. Limited-term employees hired under programs which involve special employment standards shall serve a new probation period upon transfer to permanent funded positions. Upon transfer to permanent positions, such employees shall maintain their original hire date for purposes of annual leave accrual, retirement and layoff. The requirement that such employees serve a new probation period may be waived by the County. Limited-term employees not hired under programs which involve special employment standards shall, upon transfer to permanent funded positions, maintain their original hire date for purposes of annual leave accrual, retirement, layoff and new employee probation.
 - D. When funding ceases for a limited-term position or when the position is no longer necessary, the limited-term position shall be abolished and the incumbent shall be removed from the payroll except as provided in E., below.
 - E. Regular employees who transfer, promote or reduce to limited-term positions at the direction of the Agency/ Department Head shall retain their former status and retain their layoff benefits in their former layoff unit. The Agency/Department Head shall make such an order in writing prior to the date of transfer or promotion.
- Section 2. Status on Reemployment (See Article X of the applicable MOU – Layoff Procedure for complete text of Article)
- A. An employee who has been laid off under the provisions of this Article and is subsequently reemployed in a regular or limited-term position within a two (2) year period from the date of his or her layoff shall receive the following considerations and benefits:
 - 1. Any unpaid annual leave left on the books when laid off shall be restored.

2. All seniority points held upon layoff shall be restored.
3. All prior service shall be credited for the purpose of determining sick leave and vacation, earning rates and service awards.
4. The employee shall be placed in the salary range as if the employee had been on a Leave of Absence Without Pay.
5. The probationary status of the employee shall be as if the employee had been on a Leave of Absence Without Pay except that a probation period shall be established as determined by Article III, Sections 1.B.1. and 1.B.2. if reemployment is in a higher class or an occupational series different from that employed in at the time of layoff.

Section 3. Workers' Compensation Supplement Pay (See Article XI of the applicable MOU – On-the-job Injury Worker's Compensation Supplement Pay for complete text of Article)

- A. Whenever an employee is compelled to be absent from duty by reason of injury or disease arising out of and in the course of County employment, the employee shall receive workers' compensation supplement pay which, when added to the workers' compensation temporary disability benefit, shall equal eighty (80) percent of the employee's base salary for a period not to exceed one (1) year including holidays.
- B. Workers' compensation supplement pay shall begin the same day as the workers' compensation temporary disability benefits. Prior to qualifying for workers' compensation temporary disability benefits, an injured employee may, at his or her option, use any accrued compensatory time, or annual leave, in that order.
- C. While an employee receives workers' compensation supplement pay, no deductions nor payments shall be made from any annual leave, or compensatory time, previously accumulated by the employee. The employee shall not accrue annual leave during the period in which the employee receives workers' compensation temporary disability benefits.
- D. When an injury is determined to be job-related by the County or by the Workers' Compensation Appeals Board, eighty (80) percent of all annual leave, or compensatory time, expended since the fourth day of disability shall be restored to the employee's account(s), except that if the injury required the employee's hospitalization or caused disability of more than fourteen (14) days, eighty (80) percent of all annual leave, or compensatory time, expended since the first day of disability shall be restored to the employee's account(s).
- E. The merit increase eligibility date and probation period of any employee who receives workers' compensation benefits shall be extended by the length of time the employee receives such benefits, except that the first fifteen (15) consecutive calendar days from the date of the injury shall be considered County service for merit increase eligibility and completion of the probation period.

- F. When an employee is no longer entitled to receive workers' compensation supplement pay, the employee may, at his or her option, use compensatory time, or annual leave, in that order, if the employee is compelled to be absent from duty as set forth in Paragraph A., above.
- G. Time during which an employee receives workers' compensation temporary disability benefits shall be counted toward the computation of County seniority and determination of annual leave earning rates.