

## **ARTICLE 18: PAID TIME OFF (PTO)**

### **Section 1. ACCUMULATION OF PTO**

Each full time, regular employee in classified service shall earn PTO during active pay status on the following basis:

Years of Service	Number of Days Per Year	Total Hours Year	Hours Accumulated Per Week
0 - 1 Year	16		
1 - 2 Years	17	136	2.615
3 - 4 Years	18	144	2.7692
5 - 6 Years	22	176	3.3846
7 - 8 Years	23	176	3.3846
9 - 10 Years	24	184	3.5385
11 - 15 Years	25	200	3.8462
16 - 20 Years	26	208	4.0000
20+ 25 Years	27	216	4.1538
25+Years	32	256	4.923

- a) This provision shall be interpreted to mean that the employee receives the number of days stipulated during the periods identified.
- b) There shall be no limit to the accumulation of an employee's PTO.
- c) Except for emergencies or exceptional cases, no less than one (1) hour will be approved as determined by the employee's supervisor.
- d) Unplanned absences of three (3) or more days must be accompanied by a doctor's certificate.

**ARTICLE 18: PAID TIME OFF (PTO) (continued):**

**Section 2. APPLICATION FOR PTO**

Application for PTO leave shall be made in advance of use.

- a) PTO requests of three (3) days/shifts, or less, must be requested and approved, or denied, within twenty-four (24) hours of the initial request.
- b) PTO request for four (4) days/shifts, or more, must be requested and approved, or denied, within four-eight (48) hours of the time of the request.
- c) In emergency cases, departmental management may waive this requirement. Maintenance of superior service and adherence are commitments which may compel department management to restrict the scheduling of PTO during certain periods of the year.
- d) When a written request for PTO is denied, the employee will be notified, in writing.
- e) Notify the Department Head or immediate supervisor of the employee's illness or the illness of a member of the immediate family, not later than one (1) hour after the beginning of his/her scheduled workday or before the start of such workday. For purposes of this Article, immediate family shall include spouse, child, or parent. Irrespective of the foregoing, the employee in the classifications of Water Plant Operators, Customer Service Workers, Emergency Communications Operators, Lifeguards (Ocean), and Security Guards shall be required, unless excused by emergency situations, to notify the department head or immediate supervisor of the illness or illness of the immediate family, not later than one (1) one hour, prior to the scheduled shift. The City shall provide a twenty-four (24) hour contact number to all affected employees.

### **Section 3: DONATION OF LEAVE TIME**

A Donation of the Leave Time Policy will be established to allow an employee to donate accrued/available PTO to another employee, when:

- a) That employee suffers an injury, or illness and does not have sufficient vacation, sick or personal holiday days accrued/available, or in their bank, to cover the period of time they must be off work, due to their accident, injury, or illness.
- b) Any donation of time is voluntary.
- c) Employees donating time must leave seven (7) days in their own account.
- d) Employees who agree to donate days based upon this policy will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave.
- e) Unused days, not used by the requesting employee, shall revert back to the donating employee, or if the donating employee has terminated employment with the City, said days shall be forfeited.

### **Section 4: CONVERSION SICK AND VACATION ACCRUED TIME**

On April 1, 2018 all bargaining unit employees will convert from Sick and Vacation accrued time to Paid Time-off (PTO). Eligible Employees identified above who have accrual balances as of April 1, 2018 will have elective individual options on how they wish for their pre-April 1<sup>st</sup> accruals to be handled.

- a) Bargaining unit members hired prior to August 2014 may retain Sick and Vacation balances, to the extent sufficient balances are available, to be designated as the CONTVAC HRS and/or CONTSICK HRS as reflected on their Notice of Deposit for pension calculation.
- b) These balances may be drawn upon for their initial intended purpose (Sick or Vacation) subject to the provision in Section 2 and Section 3.
- c) These balances cannot be replenished if drawn upon.
- d) These balances will be paid to the employee upon termination subject to distribution rules described below:
  - i. Regular full-time employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Regular full-time employees with fifteen (15) years or more service shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Such sick leave payment shall be at the employee's current regular rate of pay, at the time of termination.
  - ii. Upon separation from City employment, regular full-time employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.

- e) Lump-sum distribution of these monies will be pensionable.
- f) Bargaining unit employees may retain Sick and Vacation balances, or a portion of said balances, net of any accruals retained and designated under Section 4 a) above.
  - a) These balances may be drawn upon for their initial intended purpose (Sick or Vacation), subject to Section 2 and Section 3.
  - b) These balances cannot be replenished once drawn upon.
  - c) These balances will be paid to the employee upon termination subject to distribution rules as described in Section 4 d) i above.
  - d) Lump-sum distribution of these monies will not be pensionable.
- g) Bargaining unit employees may roll Sick and Vacation balances, or a portion of said balances, net of any accruals retained and designated under Section 4 a) and/or b) to PTO.
  - a) All accruals earned after March 31, 2018 will be designated as PTO.
  - b) PTO may be drawn upon as permitted in the Agreement.
  - c) There will be no distribution of PTO at the time of separation from city service.