

**ARTICLE FIVE**

**LEAVE POLICY**

**I. LEAVE DAY DEDUCTIONS - HOUR VALUES**

All leave day deductions for holidays, vacations, sick leave and other leave benefits shall conform to the unit employee's work schedule assignment at the time the leave was taken. Leave day deductions for various work schedules are stated as follows:

<b><u>Work Schedule</u></b>	<b><u>Leave Hours Deducted Per Day</u></b>
8-hour	8 hours per day
9/80	9 hours per day or 8 hours per day, depending on what day was scheduled to be worked
10 or 10-1/2	10 hours per day
12-1/2	12 hours per day

**II. HOLIDAYS**

**A. Scheduling of Holiday Time**

1. The annual holiday leave time bank for unit employees is one hundred six (106) hours.
2. Such holiday time off shall be taken with the approval of Police management.
3. The parties to this agreement, including the unit employees, will endeavor, in good faith, to avoid accumulation of holiday time which may result in scheduling problems and/or loss of holiday time if not taken during the calendar year.
4. Unit employees shall utilize holiday time when taking time off on a City observed holiday.

**B. Designated Holidays**

Unit employees not receiving holiday-in-lieu pay shall utilize holiday time when taking time off on the following City designated holidays:

New Year's Day (first day of January)

Martin Luther King (third Monday of January)  
Washington's birthday (3rd Monday in February)  
Memorial Day (last Monday in May)  
Independence Day (Fourth day of July)  
Labor Day (first Monday in September)  
Veteran's Day (Eleventh day of November)  
Thanksgiving Day (fourth Thursday in November) Friday directly following Thanksgiving day  
Christmas Day (twenty-fifth day of December)

**C. Designated Holidays-Occurrence on Saturday or Sunday**

1. **Friday Holiday**  
The Friday immediately preceding any designated holiday that falls on a Saturday shall be deemed to be a holiday.
2. **Monday Holiday**  
The Monday immediately following any designated holiday that falls on a Sunday shall be deemed to be a holiday.

**D. Floating Holiday Leave**

1. The floating holiday leave taken by eligible unit employees shall be directly applied to the one hundred six (106) hours holiday leave set forth in this article.
2. Any remaining holiday leave hours not used for these designated City holidays shall be used in a manner consistent with floating leave policy as set forth in this article.

**E. Floating Holiday Leave Utilization**

1. Floating holiday leave time, not expended for the ten (10) City designated holidays, shall be floating holiday leave.
2. Floating leave shall be approved at such time as is mutually agreeable to the employee and the employee's division head.
3. Leave payment shall be charged against employee available holiday leave hours accrued.
4. Unit employees who terminate their employment with the City must utilize any floating holidays prior to their last day of employment with the City.
5. The appropriate use of floating holiday leave shall be the employee's responsibility to monitor. Any employee using so much floating leave that insufficient leave remains to cover the

nine city designated holidays shall be required to utilize vacation, compensation time or unpaid leave of absence to cover the designated holiday.

**F. Christmas or New Years Holiday Time Off**

1. Unit employees shall be authorized Christmas or New Year's holiday time off when scheduling permits as determined by Police management on the basis of seniority.
2. These holidays shall be the only holidays in which seniority shall be used to determine holiday preference.
3. Seniority shall be utilized only within the team or detail to which the unit employee is assigned.
4. The senior unit employee shall be defined as the unit employee within a given rank having the greatest number of days of continuous employment as a sworn member with the City of Glendale Police Department.
5. Unit employees of higher rank shall have first choice in selecting holidays off.

**G. Vacation Schedule Priority**

Vacation schedules shall have priority over holiday selections.

**H. Mandatory Designated Holidays**

1. **Investigative Services, Support Services and Administrative Assignments to the Professional Standards Bureau**
  - a. Unit employees in the Support Services (except the Air Support Unit, the Traffic Bureau and the Community Services Bureau) Investigative Services, and any unit employee on administrative assignment to the Professional Standards Bureau, Support Services Division shall observe the following seven (7) mandatory designated holidays: (1) 1st day of January (New Year's Day); (2) Third Monday of January (Martin Luther King Jr. Day); (3) last Monday in May (Memorial Day); (4) 4th of July (Independence Day); (5) 1st Monday in September (Labor Day); (6) 4th Thursday in November (Thanksgiving Day); (7) 25th of December (Christmas Day).

**b. Court Detail**

Unit employees assigned to the Court detail shall observe the specified Los Angeles County Court holidays as their mandatory holidays.

**c. Compensation**

Unit employees in the Support Services Division (except Traffic and Air Support), and Investigative Services are required to work on a mandatory holiday shall be compensated by payment at the rate of one and one-half (1 1/2) times the applicable hourly rate of pay of the affected employee.

**d. Holiday Bank Not Debited**

Affected unit employee's holiday time bank shall not be debited when required to work a mandatory holiday.

**2.**

**a. Administrative Assignment**

All unit employees, either of regular or I.O.D. status, who are administratively assigned by Police Management to Professional Standards Bureau - Administrative Services Division, which is a forty (40) hour work shift assignment will have mandatory holidays deducted as set forth in this agreement, Article V., Section II, Subsection C.

b. All other unit employees exempted by Article V., Section II, Subsection I, on I.O.D. status who have not been assigned to the Administrative Services Division, forty (40) hour work shift assignment, are considered to have a holiday bank that is not debited by mandatory holidays.

c. Therefore, such unit employees on I.O.D. status, not administratively assigned to the Professional Standards Bureau - Administrative Services Division which is a forty (40) hour work shift assignment, should not have any mandatory holidays deducted from their holiday bank.

d. If a unit employee on Administrative Assignment IOD status and who is in-patient hospitalized when any mandatory holiday occurs, they shall not be deducted any of the holiday time which occurred when they were in-patient hospitalized.

e. Unit employees on Administrative Assignment shall be

entitled to the 32-hour holiday leave payoff benefit providing such holiday leave exists except for unit employees on IOD "4850" work comp time.

- f. Unit employees on IOD "4850" work comp time shall have their holiday leave bank carried over to the next calendar year on a prorated basis for that portion of the calendar year spent on IOD "4850" work comp time.

**I. Holiday Policy on Scheduled Day Off**

- 1. When a holiday falls on a day which is part of the employees scheduled days off, employees shall not be required to use holiday leave time from their holiday leave bank.
- 2. When a holiday occurs on a day on which an employee is scheduled to work, the employee shall take such holiday leave as is appropriate to their work schedule.

**J. Holiday Staffing Levels**

Police management shall exercise the sole prerogative to determine staffing levels and to assign unit employees as necessary to maintain staffing levels and to accommodate emergency situations.

**K. Holiday Compensation**

- 1. On December 31 of each year the City shall pay unit employees up to thirty-two (32) hours of unused holiday time at the base rate of pay in effect on such day. Any unused holiday time in excess of thirty-two (32) hours shall be forfeited.
- 2. All holidays earned are based upon the occurrence of the holidays recognized by the City which have occurred during the current calendar year prior to the employee's last day of employment with the City.
- 3. All holidays earned but not taken prior to the last day of employment with the City shall be forfeited.
- 4. Any cashout for unused holiday leave in a given calendar year shall be paid on the January 21<sup>st</sup> paycheck of the following calendar year.

**L. Holiday Leave Limitation**

- 1. No unit employee shall receive any holiday pay if they use more than four hours (4) of leave of absence without pay either the work

day before or the work day after a mandatory holiday except as set forth in City Family and Medical Leave Policy.

2. Unless holiday leave is used for "pay back" of leave time as provided in this agreement for employees assigned to a 12-1/2 hour work schedule, holiday leave shall be taken in hourly increments based on the unit employees current work schedule.
3. Unit employees who terminate employment before the end of the calendar year shall only be eligible to receive holiday leave hours covering those holidays chronologically occurring prior to their termination and may also receive up to 18 hours floating holiday leave cash-out. All mandatory holidays earned, but not taken prior to the last day of employment with the City shall be forfeited.

**M. New Unit Employees - Holidays Granted**

New unit employees hired after January One (1) of each calendar year shall receive a proportion of the above holidays based on the following schedule:

<b><u>Months of Hire</u></b>	<b><u>Number of Holiday Hours Granted</u></b>
January	106 hours
February	97 hours
March	90 hours
April	81 hours
May	72 hours
June	63 hours
July	54 hours
August	45 hours
September	36 hours
October	27 hours
November	18 hours
December	9 hours

**III. TWENTY-FOURTH OF DECEMBER**

**1. Police Department Open**

- a. When December 24th occurs on Monday, Tuesday, Wednesday, or Thursday, all Police Department Administrative Offices shall close at 12:00 p.m.

- b. Only unit employees working on this day as part of a daytime work schedule starting on or after 6:00 a.m. and ending not later than 6:00 p.m. shall be considered eligible for this holiday provision.

**2. Limitations**

- a. That part of December 24th from 12:00 p.m. to 6:00 p.m. shall be and is hereby designated a holiday; provided, however, that said holiday shall not apply to the unit employees assigned to the Patrol Bureau, Traffic Bureau, Special Enforcement Detail, and the Air Support Unit, or unit employees whose functions are designated by Management as essential to the Public welfare as determined by Police Management.
- b. Those unit employees receiving December 24 holiday time off shall work up to 12:00 p.m. without a lunch period on this day.

**3. Non-Cumulative**

- a. This twenty-fourth day of December holiday provision is non-cumulative, and if not utilized for any reason as set forth in this section, it may not be taken at a later time.
- b. Only employees actually working on December 24th are eligible for the holiday.
- c. Unit employees eligible to receive the December 24 holiday leave, with the approval of management, may combine a maximum of 4 hours on a 5/40, 4 1/2 hours on a 9/80, or 5 hours on a 4/40 schedule of December 24th leave with compensatory time or vacation or floating holiday leave or sick leave to receive a full shift off on December 24th. Leaves of absence without pay or temporary disability may not be combined with the December 24th holiday leave.

**IV. SPECIAL DAYS OF OBSERVANCE**

**A. Definition**

A special day of observance, day of mourning, or a like day of participation, when so declared by the City Council by resolution, shall have the same legal effect as a holiday, and during such day or portion thereof so declared, City offices shall be closed, except those offices providing services essential to the public welfare.

**B. Schedule**

Unless specifically declared otherwise by the City Council, such day shall be between the hours of 7:30 a.m. to 5:30 p.m. except on Fridays which is 5:00 p.m.

**C. Eligibility**

Only unit employees scheduled to work on a special day of observance and not rendering essential services shall have the day off.

**D. Compensation**

1. Employees whose services are declared essential by the City Manager shall work during such day, or portion thereof, and shall be compensated therefore as by this section specifically provided as follows:
2. Unit employees required to perform essential services on such a day between the hours of 7:30 a.m. and 5:30 p.m., or such other period as specified by the City, shall receive straight time pay in addition to regular pay for each hour worked during such day or period as declared by the City Council.

**V. VACATION**

**A. Vacation Time Earned**

Unit employees compensated for on a monthly basis shall be provided with vacation time earnings to be based on the following schedule.

	<b>Years of Full-Time Service</b>	<b>Annual # of Hours Eligible to Earn</b>	<b>Monthly Accrual # of Hours Per Month</b>
Year 1 through 4 (start through 48 months)	1-4	80 hrs	6.667 hrs
Beginning year 5 (49 months through 168 months)	4-14	120 hrs	10.000 hrs
Beginning year 15 (169 months and after)	14	160 hrs	13.333 hrs

**B. Limitations**

1. Vacation is earned and awarded monthly and is computed on the basis of the annual hours divided by the number of months per year.
2. No vacation shall be credited for a month in which the employee has been on a leave of absence without pay, excluding disciplinary suspensions without pay during the majority (50%+) of the month.
3. Vacation leave may be taken in increments of one (1) hour or more as approved by Police management.
4. Unit employees will accrue vacation time commencing with the first day of employment as a salaried unit employee but this vacation time is not vested nor may it be taken or cashed-out unless the unit employee completes one (1) year of service with the City.
5. Any unit employee who is laid off during their first year of employment and is then rehired within (1) year time period shall have their prior service time earned prior to their layoff apply toward their service time eligibility for vacation benefits earned.
6. Unit employees working any schedule, including other than a regular 40-hour schedule, shall be subject to the exact same vacation policy as all other unit employees.
7. Vacation leave balance shall be the employee's responsibility to monitor. Any employee using vacation leave in excess of the employee's accrued leave shall be required to utilize floating holiday leave, compensatory time or unpaid leave of absence to cover excessive vacation leave taken.

**C. Prior Service**

For the purpose of computing vacations time earned, "total service" means and includes all full time service with the City prior to any resignation or retirement as well as the service of a unit employee following re-employment.

**D. Vacation Scheduling - Plan**

1. To ensure an orderly administration of vacation time within the Police Department, Police management shall prepare a department vacation plan for unit employees by March 15 of each calendar year unless extenuating circumstances cause delay in the completion of such plan. Such plan shall provide a schedule of no more than an average of ten (10%) percent of the unit employees

within a given rank off on vacation leave at any one time within each separate work groups, bureaus, and/or details, during the period from January 1 through December 31 of each calendar year.

2. Unit employees shall submit all vacation requests to their division commander no later than February 15, each year. In the absence of prior approval, failure to comply shall result in the loss of unit employee's seniority for vacation purposes.
3. Service division commanders will try to provide every unit employee in their division who has requested vacation time during the period June 15 through September 15 with at least one week's vacation during this period, regardless of seniority, without violating minimum approved division staffing levels.
4. In the scheduling of vacation time for unit employees:
  - a. Preference for vacation periods shall be granted in the following order:
    1. Rank
    2. Department seniority
  - b. Seniority of unit employees hired on the same date shall be determined by the number of the personnel requisitions.
  - c. Except for extenuating circumstances, and approved by Police management, no accumulated overtime or optional holidays shall be taken in conjunction with vacation time.
  - d. Unit employees of one section shall have vacation priority over unit employees being voluntarily reassigned to that section once the vacation plan has been established and approved. However, every effort shall be made to ensure that unit employees who are transferred to another unit or section shall be allowed to take their vacation at the time.
5. Nothing in this agreement shall prohibit the Police Chief from temporarily suspending provisions of this section whenever in his opinion the availability of staffing resources requires such a suspension.

**E. Vacation Accumulation**

All unit employees shall accumulate and use vacation time earned as follows:

1. Unit employees may accrue a maximum of two (2) years of vacation leave without Department Head approval. Vacation leave earned in excess of the two (2) years of accumulated vacation leave must be used monthly as earned.
2. A unit employee who is unable to take a vacation in accordance with the first provisions of this section due to the fact that such employee's continued service is in the best interest of the City, shall, with the approval of the employee's Department Head, be entitled to accrue a maximum total of three (3) years of vacation time. Vacation leave earned in excess of the three (3) years of accumulated vacation leave must be used monthly as accrued.
3. Once three (3) years of accumulated vacation leave is accrued, the unit employee stops accruing additional vacation time until the leave is utilized and the accumulated time is reduced to below the maximum accrual limits. This accrual stops when the unit employee reaches maximum accrual limits of either 240 hours (1 to 4 years of full time service), 360 hours (5 to 14 years of full time service), or 480 hours (15 or more years of full time service).
4. A unit employee who is unable to return to work due to a serious and prolonged illness or injury which prevents such person from taking earned vacation time during the calendar year and the limits set forth in Subsection E above, may, with the approval of the City Manager, carry over such vacation time to the next succeeding calendar year.
5. Accumulation and use of vacation leave beyond any succeeding calendar year and the limits set forth in this Subsection E. 1 and 2 above, may be granted at the discretion of the City Manager in special or unusual circumstances.
6. A unit employee who has been on military leave of absence for a least thirty (30) consecutive days during the calendar year in which such person would otherwise be entitled and required to take a vacation, may take said vacation during the twelve calendar months immediately following the calendar month of termination of said military leave but in no way shall such unit employee be entitled to take said vacation or receive any compensation for same after this last stated time.

**F. Vacation Cash-Out at Termination/Retirement - RHSP**

1. Any unit employee who has completed at least one year of service with the City prior to termination shall be paid at the base hourly rate then being received for the vacation to which the employee would otherwise be entitled and also for vacation leave hours

earned by reason of months worked in the current calendar year provided said vacation leave hours have not been taken at or prior to the date of separation.

2. At retirement, unit employees will have all of their accumulated vacation hours placed into their RHSP account subject to IRS regulations.
3. Further details on unused accumulated vacation leave and RHSP are set forth in Article Four of this agreement.

## **VI. WORKERS' COMPENSATION - POLICE OFFICER RECRUIT**

### **A. Workers' Compensation Leave**

Police Officer Recruit employees compelled to be absent from duty because of injury or illness arising out of and in the course of employment shall receive a paid leave or absence not to exceed three hundred twenty (320) work hours.

### **B. Temporary Disability**

1. If entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, a Police Officer Recruit employee may elect to take as much of the accumulated sick leave, or the accumulated vacation after the accumulated sick leave becomes exhausted, as when added to the temporary disability indemnity will result in a payment equal to full salary.
2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

### **C. Additional Temporary Disability Benefit**

1. If a Police Officer Recruit employee is entitled to receive temporary disability indemnity under Division 4 of the California Labor Code, and if such Police Officer Recruit employee has exhausted all benefits receivable under the above sections A and B, the Police Office Recruit employee shall receive, for a period not to exceed six months from and after the date when such benefits provided under the above sections A and B are thus exhausted, additional compensation, if any, such as will, when added to the temporary disability indemnity required by said State law, result in a payment to such Police Officer Recruit employee equal to two-thirds of full salary for such period.
2. This full salary shall not exceed the employee's base earnings that were in effect as of the date of illness or injury.

**D. Sick Leave Augmentation of Temporary Disability**

1. When a Police Officer Recruit employee uses sick leave credit to augment temporary disability indemnity because of an injury compensable under the State Labor Code and the City is reimbursed by a third person for its damages by reason of such use, there shall be credited to the employee's sick leave account, sick leave equivalent to the amount so used or proportionately, if reimbursement is only in part.
2. If the City does not collect from the third person the full amount of the compensation paid and other damages to which it is entitled and if the amount collected is not itemized so that there may be ascertained the amount collected in reimbursement for the sick leave used, the sick leave to be credited shall be in the same ratio to the sick leave used as the total amount collected bears to the total amount of the City's damages.

**VII. SICK LEAVE**

**A. Sick Leave Benefit**

1. Sick leave is a benefit and not a right and is to be utilized by employees who are unable to work because of an injury or illness not arising out of the course of their employment, except as provided otherwise in this article.
2. The sick leave benefit should be thought of as an insurance policy. It insures and protects employees from a loss in wages when they are unable to work because of an illness or injury.
3. The City considers good attendance to be a very important part of a unit employee's overall performance. Absenteeism creates a hardship on City operations and co-workers, resulting in work schedule disruptions and added costs.

**B. Sick Leave Accumulation Plan**

1. Employees shall accrue 8 hours sick leave for each major portion of a month worked in a calendar year.
2. The maximum sick leave hours which can be accumulated each calendar year shall be 96 hours.
3. For each month or more than 50% portion thereof during which a full time unit employee is compensated on a monthly basis, said unit employee shall be allowed a leave of absence with full pay for 8, 9, 10, or 12 hours depending upon such employee's assigned

work schedule to be taken only when employee is unable to work on account of illness or injury, including pregnancy. Said amount of sick leave hours shall be debited in full from the affected employee's sick leave accrual bank.

4. Service time prior to any resignation, retirement, or removal from employment of the City shall not thereafter be considered for any leave accumulation (credits) except in the case of a unit employee reinstated. Unit employees reinstated subsequent to resignation shall have reinstated to their credit any accumulated sick leave hours lost because of such resignation.

**C. Limitations**

1. No such sick leave of absence shall be credited for time during which unit employee is on leave of absence from duty without pay.
2. Sick leave shall be approved by Police Management based on the sick leave policies of the City.
3. A unit employee who is unable to work on account of illness or injury shall abide by the sick leave policy and procedure established by the City. A unit employee shall not be permitted to return to duty until examination by Employee Health Services or an approved physician, and must be found to be sufficiently recovered from such illness or injury. The City may deny a release from a physician and send employee to a City approved physician. The City reserves the right to send a unit employee for examination to verify medical release prior to authorizing employee to return to work.
4. A unit employee with an absence of forty (40) work hours or less may return to duty without such examination, approval, and finding when permitted by Police management as outlined in this section.
5. Any illness or injury extending more than forty (40) work hours for unit employees must be verified by a physician or Employee Health Services.
6. Unit employees re-employed from a lay-off list established after July 1, 1978, shall have all previously accrued sick leave credited to their accumulated sick leave balance.

**D. Department Notification - Absent from Duty**

1. Unit employees who will be absent from duty due to non-job related illness or injury shall notify their supervisor or Division Commander daily of this fact, or other reasons for the absence, no

more than eight (8) hours and no less than one (1) hour before the beginning of their scheduled duty assignment, and no less than one (1) hour before their scheduled duty shift when returning from such leave.

2. a. Unit employees while absent from duty because of a job related illness or injury shall notify their supervisor or Division commander between the hours of 0800 - 1700 hours each Monday of their status.
- b. Unit employees on the first day of each occurrence on a job-related illness or injury are required to comply with D (l).
3. A unit employee while absent from duty because of a non-job related illness or injury shall remain at their official residence during the hours of their scheduled duty assignment.
4. A unit employee while absent from duty because of a job related illness or injury, before leaving their residence on each occasion, during hours of scheduled duty assignment, shall notify the employee's Bureau or Division Commander, or Chief of Police, as the rank may require. The employee shall advise the purpose, intended destination, and the estimated duration of absence and other information as may be required.
5. Police management shall exempt unit employees from these requirements providing the unit employee:
  - a. is in a medical facility; or
  - b. has an industrial disability which has been determined to be permanent and stationary by a licensed medical physician and prohibits return to duty; or
  - c. is absent due to non-job related illness or injury and is not utilizing sick leave benefits; or
  - d. other arrangement, locations, or conditions have been authorized by Police management.

**E. Misuse of Sick Leave, Injury or Illness**

No unit employee shall misuse, feign or misrepresent any illness or injury or deceive any other employee, supervisor, or any representative of the City as to their real condition for the purpose of remaining away from schedule duty assignments. Misuse of sick leave, illness, or injury shall result in disciplinary action, which could include dismissal from the City.

**F. Family Care Leave w/Pay - Utilizing Sick Leave**

**1. Definition**

Family care leave shall be defined as whenever the unit employee's presence with the family is needed because of illness or medical condition with their spouse or family.

**2. Sick Leave With Pay**

- a. Unit employees may upon request be granted in each calendar year up to a maximum of forty-eight (48) sick leave hours.
- b. Family illness leave and such time taken shall be charged against the unit employee's accumulated sick leave.

**3. Facts Justifying Absence**

Police management must be furnished reasonable evidence of the serious illness.

**4. Family**

Family shall mean spouse, employee's child or parent or spouse's parent, domestic partner or any other relative residing in the same household as employee.

**G. Sick Leave Balance Printed on Paychecks**

Unit employees' sick leave balances shall be printed on their paycheck stubs.

**H. Additional Leave Without Pay**

Additional leaves of absence without pay on account of illness or injury may be granted in the same manner and for such period of time as is provided in the case of other leave of absence without pay as set forth in this article or as provided by the City's Family and Medical Care Leave Policy.

**VIII. OUTSIDE EMPLOYMENT AND MEDICAL LIMITATION**

**A. Approval by Police Management**

All outside employment must be approved by Police management pursuant to City and Police Department rules and regulations.

**B. Medical Limitations on Outside Employment**

1. Unit employees disabled from performing their usual and customary duties for the City shall not pursue any other outside employment that exceeds their medical limitations.
2. Unit employees on paid leave for medical or Workers' Compensation reasons may not engage in outside employment during the hours of their normal deployment schedule when, but for the medical or Workers' Compensation conditions, they would normally be on duty. Unit employees on administrative assignment shall be presumed to be assigned to a 5/40, Monday through Friday, normal business day schedule.

**IX. BEREAVEMENT LEAVE**

**A. Definition**

Bereavement leave shall be defined as whenever any unit employee has experienced a death, or critical illness where death appears to be imminent in the immediate family, defined as the spouse, the employee's or employee's spouse's mother or father; the employee's stepfather, stepmother, brother or sister, child or stepchild, grandparents, grandchildren, son-in-law, daughter-in-law, relatives as described above, the employee's registered domestic partner or any other relative of the employee or employee's spouse residing in the same household or who has resided with the employee in the same household for three or more years, within the most recent last three years.

**B. Leave with Pay**

Such unit employee may be granted bereavement leave with full pay not to exceed a total of three working days per occurrence as approved by Police management.

**C. Facts Justifying Absence**

The unit employee must submit an approved declaration or other evidence such as a death certificate or obituaries, acceptable to Police management justifying such absence.

**D. Not Apply if on Sick Leave**

Bereavement leave shall not apply to unit employees on sick leave at the time of the incident.

**X. JURY DUTY**

**A. Notification/Summoned**

Any unit employee who is summoned to serve on jury duty shall immediately notify their supervisor and provide written evidence of notice or of summons. If summoned to jury duty, the employee shall receive their regular salary limited to ten (10) consecutive working days annually.

**B. Jury Fees**

All fees earned by unit employees in return for their service as a juror may be kept by the employee.

**C. Jury Time Extension**

This jury time may only be extended should a formal request be submitted to the City by the Jury Commissioner or Court representative.

**D. Jury Duty Accommodation**

When requested by Police Management, unit employees will request that the Jury Commissioner modify their jury duty, including but not limited to, requests for postponement, to be excused, or to have ten days consecutive jury duty. Management may assist the employee with such requests, including the submission of supporting letters.

**E. Jury Duty Call-In**

Unit employees participating in the juror telephone call-in system shall immediately notify their supervisor or watch commander of their next-day jury duty obligation when known and make appropriate mutually agreed to work schedule changes.

**F. Jury Duty Stand-By**

Unit employees placed on jury duty stand-by will immediately notify supervisors of stand-by status so accommodations can be made.

**G. Jury Duty Shift Conflict**

1. An employee assigned to jury duty which consists of hours that are included during their normal tour of duty shall immediately return to work upon their release from jury duty.
2. A unit employee performing jury duty during hours other than their normal tour of duty shall consider the following jury duty to be their complete tour of duty for that particular day:
  - a. 8-hour or 9/80 work schedule: 6 hours;
  - b. 10 or 10-1/2 hour work schedule: 7 hours;
  - c. 12-1/2 hour work schedule: 8 hours.

3. However, if the jury time is less than the times described above, then the unit employee shall report to the on-duty watch commander for completion of a normal tour of duty.

**H. Jury Duty Documentation**

The hours as a jury member need to be documented by the jury coordinator and submitted each day by the employee when they return to work to their supervisor. This shall accompany a completed city request for leave.

**XI. MILITARY LEAVE**

**A. Eligibility**

1. Military leave of absence with pay shall be granted to permanent unit employees who have been employee with the City for one year or more when called to active military duty.
2. Unit employees with less than one year shall receive military leave of absence without pay.
3. Military leave with pay shall not be granted to unit employees on weekend assignment or advance party on weekend assignment.

**B. Length of Military Leave with Pay**

Eligible unit employee shall be entitled to military leave of absence with pay for the first thirty (30) days of active military duty.

**XII. OTHER LEAVES - WITHOUT PAY**

**A. Leave of Absence Without Pay - Up to 7 Days**

The department head may grant a leave of absence without pay to unit employees for periods up to seven (7) calendar days in any month.

**B. Leave of Absence Without Pay - Excess of 7 Days**

The department head may grant leaves of absence without pay to unit employees in excess of seven (7) calendar days in any month, with the approval of City Manager

**C. Leave of Absence Without Pay - Early Return**

Any unit employee granted a leave or absence without pay may, with the approval of the division head and the City Manager, return to duty prior to the time fixed for the expiration of such leave.

**D. Leave of Absence - Excess of 6 Months**

Any unit employee returning to work from any leave of absence in excess of six (6) months shall not be permitted to return to work until completing a physical examination and being released by the City Medical Examiner and the Human Resources Department, Workers' Compensation Section, to return to work.

**E. Limitations**

Unit employee shall first utilize all of their accrued vacation, holiday, and compensatory time before a leave of absence without pay is granted, except as approved by department head.

**XIII. ELIGIBLE LEAVE BENEFITS**

**A. Accrual/Usage of Leave Benefits**

All leave benefits (vacation, holidays, sick leave, bereavements or any other leaves shall be accrued and taken in hourly (hour earned, hour taken) increments based on current benefit accrual rates.

**B. Example**

A unit employee who works a 12-hour shift work schedule accrues sick leave time at the rate of eight (8) hours per month, and if they take a sick leave day, they shall be debited 12 hours from their sick leave accrual.

**C. Leave of Absence - Family and Medical Care Leave**

Qualified unit employees are entitled to a maximum of twelve (12) work weeks on unpaid Family and Medical Care Leave during each 12-month employment period, pursuant to the City's Family and Medical Care Leave Policy. During such Family and Medical Care Leave period, the City will continue to pay the City's portion of the employee's medical insurance premium as set forth in the Family and Medical Care Leave Policy.