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ARTICLE 11

LEAVE TIME AND HOLIDAYS

Section 1 - Holidays

(A) The following days shall be recognized and observed as paid holidays subject to the provisions of paragraphs (B) and (C) of this Section:

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| New Year's Day | Independence Day |
| Martin Luther King's Birthday
(3rd Monday in January) | Labor Day
(1st Monday in September) |
| Presidents' Day
(3rd Monday in February) | Veterans' Day
(November 11) |
| Memorial Day
(Last Monday in May) | Thanksgiving Day |
| | Christmas Day |

(B) Qualifications

The above **COUNTY** holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Article, an eligible and qualified employee shall mean any non-probationary or probationary permanent employee who:

- (1) Reports for work or is on paid leave on their last scheduled work day prior to and first scheduled work day following, the holiday; and
- (2) Whose scheduled work day or paid leave prior to or following the holiday falls within two (2) calendar days of the holiday.

(C) Holiday Pay

(1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:

- (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division are working a five (5) day, eight (8) hour work schedule, the employee shall have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight (8) hours of holiday time off.
- (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the Division are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.

(2) Part-time eligible bargaining unit employees shall be compensated for each holiday as follows:

- (a) During the week of a holiday, the **COUNTY** may permit part-time employees an opportunity for modification of their work schedule so as to work additional hours in order to receive a normal pay check, including pro-rated holiday pay, without having to use time management leave or other earned leave.
- (b) In developing an opportunity for a modified work schedule for the week of a holiday, the **COUNTY** shall give good faith consideration to part time employees' interests regarding an alternate work schedule provided that the **COUNTY's** operational needs can be met.

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When work requirements are such that a team or work group approach is necessary for productive and/or effective accomplishment of work, the **COUNTY** may develop a single modified work schedule which seems to best accommodate the interests of the majority of employees on the team or work group and meet the operational needs of the **COUNTY**. The team or work group shall have the option of determining whether to operate using the normal or modified work schedule.

- (c) If the **COUNTY** does not permit part time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.
 - (d) If part time employees are offered an opportunity by the **COUNTY** for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b) above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.
- (3) Compensation for holidays shall be as per the following:
- (a) Pay for each designated holiday which falls on a day the employee otherwise would work, or
 - (b) Time off with pay at the mutual convenience of the employee and the **COUNTY**, for each designated holiday which falls on a day the employee otherwise would not work.
 - (c) In addition to compensation under (a) or (b) above, a non-exempt employee required to work on a holiday shall receive, one and one-half (1-1/2) times the regular straight time rate for all work performed on a designated holiday or actual holiday, but not both.
- (4) Employees scheduled to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is for good cause.

(D) Holiday on Day Off

Whenever a holiday shall fall on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the Holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. However, as an option, upon mutual agreement between the Supervisor and the employee an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has been denied due to **COUNTY** requirements the time off will be granted within the following thirty (30) calendar days.

(E) Holiday During Leave

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against time management leave or other earned leave.

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(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, shall be considered a day off with pay except for those employees required by the COUNTY to report for work. Employees so required to work shall be given an alternate day off at the mutual convenience of the COUNTY and the affected employee. The alternate day must be taken between the Friday following Thanksgiving and the end of the fiscal year. For eligible regular part time and eligible temporary employees, who are not covered under Section 5, Personal Time Off, hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

Section 2 - Time Management

(A) Purpose

It is the purpose of the employee time management program to provide employees with a leave with pay program which is easy to understand, responsive to individual needs and easy to administer.

(B) Eligibility

This program covers all permanent probationary and non-probationary employees in the bargaining unit. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency;
- (2) Vacation Leave;
- (3) Sick Leave (non-occupational illness or injury leave, excluding disability leave);
- (4) Personal Holidays.

(C) Accumulation

Except as limited in subsection 4, (G) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

Eligible employees shall accumulate earned leave, based on full-time status, at the following rates:

<u>Months of Service</u>	<u>Earned Leave</u>	<u>Accumulation</u>
		<u>Accumulation</u>
0 - 12 mos. (0 to 1 yr.)	20.0 days/year	6.154 hrs/pay period
13 - 24 mos. (1 to 2 yrs.)	23.0 days/year	7.077 hrs/pay period
25 - 48 mos. (2 to 4 yrs.)	26.0 days/year	8.000 hrs/pay period
49 - 108 mos. (4 to 9 yrs.)	29.0 days/year	8.923 hrs/pay period
109 - 168 mos. (9 to 14 yrs.)	32.0 days/year	9.846 hrs/pay period
169 - 228 mos. (14 to 19 yrs.)	35.0 days/year	10.769 hrs/pay period
229 - 288 mos. (19 to 24 yrs.)	38.0 days/year	11.692 hrs/pay period
289 months + (24 + yrs.)	41.0 days/year	12.615 hrs/pay period

(D) Part-time Employees

Eligible, part-time employees shall accrue and use time off under this program on a pro rata basis, based upon the percent of full-time equivalence authorized for the position.

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(E) Usage

- (1) Subject to the terms provided herein, earned leave time shall be available for use as it is earned.
- (2) During the course of the year, absences from work for any reason unless otherwise specified elsewhere in this Agreement, shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is on pay status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.
- (3) Time management requested and taken on a given day shall be equal to the number of hours the employee actually takes off work provided that such time shall not exceed the number of hours the employee would normally have worked on that day.

(F) Maximum Accumulation

An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(G) Termination

After six (6) months of service, upon the termination of a non-probationary employee, the employee's accrued time management leave balance as of the date of termination shall be converted into pay at the rate of one (1) hour for each two (2) hours of accrued time management leave paid out at fifty percent (50%) of the balance at the current rate.

(H) Death

After six (6) months of service, in the event of the death of a non-probationary employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(I) Scheduling

- (1) Employees shall, whenever possible, request time-off in advance. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor prior to the start of the employee's shift unless circumstances prevent the employee from doing so. If there is a situation that requires the employee to leave their worksite after the start of their scheduled shift, the employee shall notify their supervisor prior to leaving the workplace as appropriate per workgroup (examples include, but are not limited to: in-person, phone call, email or text message).
- (2) Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than two (2) days in advance of the time off requested will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. Leave which has not been scheduled with the employee's supervisor at least two (2) working days in advance is defined to be unscheduled. Excessive use or a pattern of unscheduled leave may require written substantiation of illness or emergency nature of leave requirement.

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Failure to provide legitimate substantiation may result in disciplinary action up to and including discharge.

- (3) Upon receipt of a request for earned leave time off, the **COUNTY** shall grant or deny the request in writing as soon as possible, but in no event, longer than ten (10) days from the date of the request.
- (4) Employees working in the Community Health Centers ("CHC's") shall:
 - (a) Be provided an opportunity to have requested leave considered, in addition to the normal considerations for granting leave, on the basis of seniority for requests received from January 1 through January 30. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January 30. Such exercise of seniority shall be limited to one (1) selection per calendar year.
 - (b) Time Management requests that are denied shall be placed on the Time Management calendar in a waitlist category with a number assigned as to the order on a first come first served basis. The Time Management calendar shall be posted and made visible to all staff.
 - (c) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January 30 seniority option, shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests after January 30 each year shall be on a first come first serve basis.

(J) Conversion

- (1) Employees may sell accrued time management hours and vacation hours subject to the following restrictions:
 - (a) The maximum number of time management hours and vacation hours that can be paid out in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours, whichever is the lesser.
 - (b) Employees must have a balance of at least forty (40) hours of time management after selling the time.
 - (c) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- (2) Subsection (1) above notwithstanding, during the last three (3) calendar years prior to retirement eligibility, employees may sell up to two hundred (200) hours per calendar year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were cash paid out.

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(K) Procedure for Donation of Time Management

Time Management Donations will be allowed on a case by case basis and will require approval by Human Resources Director. Employees who have an extreme emergent situation, have no more than eighty (80) hours of available earned leave time, and will not qualify for short-term or long term disability through the **COUNTY**, may request Time Management Donations through the following procedure:

- (1) Employee or the employee's co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- (2) The Supervisor will review the request, verify the employee's leave balance and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs the request is forwarded to the HR Director for approval.
- (3) Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- (4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- (5) When an employee must take time off from work, hours will be coded as leave without pay. Donated hours are transferred to the employee's account as needed by Central Payroll. The donated Time Management hours may not be used for any other purpose than the emergency for which they are intended. The department is responsible for monitoring these hours and should notify Central Payroll if there are hours that are not eligible for donated time.
- (6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- (7) Donations will be based on time donated, not dollar value of donation.
- (8) The eighty (80) hour eligibility period for Disability Leave defined in Section 4 below will not be subject to this program, unless an exception is granted by the HR Director.

Section 3 - Occupational Illness or Injury

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their regular salary minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury; ~~thereafter as prescribed by Oregon Workers' Compensation law.~~ Such time shall not be charged against any earned leave balance.

Section 4 - Non-Occupational Disability Leave

- (A) After completion of six (6) months of employment, if a non-occupational illness or injury exceeds the eighty (80) hour elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks of disability, or any part thereof; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) any remaining disability

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period.

- (B) All disability leave pay is less any Workers' Compensation benefits for which the employee may be entitled following the elimination period until the employee is released to return to work up to a maximum of ninety (90) calendar days from the first day of absence for a specific illness or injury.
- (C) The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for non-occupational disability leave.
- (D) The employee will be required to use any available accrued leave to satisfy the eighty (80) hour elimination period prior to qualifying for disability leave benefits. Once the eighty (80) hours are satisfied, the employee will not be required to fulfill a new elimination period for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
- (E) An employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, may choose to offset the reduction from their regular pay by charging time to their accrued leave balances. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.

It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.

- (F) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
- (G) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) hour elimination period prior to the start of disability leave. After sixty (60) hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted available Extended Illness Bank hours.
- (H) Employees who are on disability leave shall not accrue Time Management. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.

Section 5 - Personal Time Off (PTO)

In lieu of Time Management accrual and holiday pay, temporary employees covered by this agreement, will accrue Personal Time Off (PTO) at a rate of .115385 hours per each hour worked with a maximum accrual of 120 hours in a fiscal year.

- (A) PTO cannot be sold during the time a temporary employee is employed.
- (B) PTO will be ~~cashed-out~~paid at a rate of 1:1.

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- (C) PTO will be ~~cashed out~~ paid upon end of the fiscal year, termination or upon the depletion of the 1040 hours.
- (D) PTO must be exhausted to take unpaid leave.
- (E) PTO must be used if an employee takes time off during a regularly scheduled work day including holidays.

Section 6 – COUNTY Paid Bereavement

Employees shall receive pay for lost work as a result of a death in the employee's immediate family, to a maximum of three (3) days (need not be consecutive days), or if out of state travel is required, one (1) weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner), grandparent, great-grandparent, step-grandparent, grandchild, stepmother, stepfather, father or mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, great-grandparent-in-law, brother-in-law, sister-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis or any other relative or spousal equivalent residing in the employee's immediate household, and any other relationships as defined in the Administrative Procedures Manual. The **COUNTY** shall be notified of the spousal equivalent, if applicable, in writing prior to the need for this leave. In order to receive reimbursement leave must be taken within thirty calendar (30) days of death. An employee may also be entitled to OFLA bereavement leave, which runs consecutively to COUNTY paid bereavement leave and is unpaid, unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family. Any OFLA bereavement leave will run consecutive to COUNTY paid bereavement.

Section 7 - Substantiation

It is understood that any time off on disability leave pursuant to Section 4 of this Article may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.

Section 8 - Jury Duty

An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, County, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work shall be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** shall not change an employee's normal work shift because of jury duty. During the period an employee is on jury duty, an employee shall be deemed to be on day shift.

Section 9 - Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement.
- (C) No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave. Employees requesting emergency leaves may waive the written requirement, if approved by the **COUNTY**.

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- (D) With the exception of military active duty and Peace Corps, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the County Administrator.
- (E) Except and unless an employee who has been granted a leave of absence has, prior to the expiration of the leave of absence, furnished evidence of inability to return to work by reason of sickness, physical disability, or other legitimate reason beyond the control of the employee and who has been granted an extension of the leave of absence by the **COUNTY** and, who for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned and the position shall be declared vacated.
- (F) Leaves of absence shall be used only for the purpose for which they are granted.

Section 10 - Military Leave

(A) Annual Training Leave

An employee who has been employed by the **COUNTY** for six (6) months or more and who is a member of the National Guard or of any reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) days in any training year for annual active duty training. The training year coincides with the federal fiscal year. The leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits to which the employee is entitled, providing provided the employee received bona fide orders to active or training duty for a temporary period, provides them to the **COUNTY**, and returns to **COUNTY** position immediately upon expiration of the period for which the employee was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.

(B) Military Leave While on Active Duty

Employees called for active duty will be granted leave without pay in accordance with state and federal law. See the **COUNTY**'s Administrative Policy-Procedures Manual for more information.

- (C) If state or federal law changes during the life of the contract, notwithstanding (A) and (B) above, the **COUNTY** will grant military leave in accordance with the updated law.

Section 11 - Unexcused Absence

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action including discharge.

Section 12 - Subrogation

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies) insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid to them by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages and medical costs.