

**ARTICLE 15: PAID TIME OFF (PTO)**

**15.1 Definition.**

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

**15.2 Eligibility.**

All full-time employees will be eligible to accrue PTO time. No other employees, including Part-time employees shall accrue PTO.

**15.3 Usage of PTO Leave.**

PTO leave may be used for the following purposes (subject to 15.5 below):

- A. Approved Vacation.
- B. Bona fide sickness or injury.
- C. Absence for any number of personal reasons, such as:
  - 1. Medical and dental appointments and treatment which is necessary during working hours.
  - 2. Absences for personal business which cannot be conducted during off duty hours.
  - 3. Holidays other than those observed by the City as official holidays.
  - 4. Maternity/paternity leave.
  - 5. Caring for immediate family members who are ill.
  - 6. Any other approved absence.
- D. To supplement FMLA leave, short term disability leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.

**15.4 Accrual.**

- A. Commencing the first payroll following ratification of this Agreement, full-time employees shall accrue PTO leave each payroll as provided in 15.4(C) below:
- B. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

C. Accrual Rates.

<u>Completed Continuous Months of Service</u>	<u>Bi-weekly Accrual</u>	<u>Annual Accrual</u>	<u>Max Accrual End of FY</u>
0 to 59 months	7.385 hours	192 hours	360 hours
60 to 119 months	9.692 hours	252 hours	420 hours
120 + months	12,000 hours	312 hours	480 hours

**15.5 Approval.**

- A. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's department head to be for reasons beyond the control of the employee if it does not cause overtime. Scheduled PTO may be taken with less advance notice if available slots remain.
- B. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than one hour before the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.
- C. When a leave is for FMLA or an absence resulting in three (3) consecutive days, or two consecutive shifts for Fire Department personnel due to sickness or injury, the employee must provide a medical return to work approval from a medical doctor or other health care professional acceptable to management to return to work.
- D. Approval may be withdrawn to meet manning requirements or operational needs.

**15.6 Charging Time.**

PTO time will be charged for the time the employee is away from work in increments of not less than one (1) hour, except in the case of an excused absence under Section 15.5(B) or FMLA under Section 15.5(C). The minimum shall be one half (1/2) hour.

**15.7 Unused PTO Time.**

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 360 hours (for employees with less than 5 years of service), 420 hours (for employees with more than 5 years but less than 10 years) and 480 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited.

**15.8 Payment of Unused PTO.**

- A. Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 240 hours (for employees with less than 5 years of service), 300 hours (for employees with more than 5 years but less than 10 years), and 360 hours (for employees with more than 10 years of service).
- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 224 hours (for employees with less than 5 years of service) 280 hours (for employees with more than 5 years but less than 10 years), and 336 hours (for employees with more than 10 years of service) will be paid to the designated beneficiary listed on the form for his/he employee's City life insurance.

- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any of the following reasons shall not be entitled to be paid unused PTO hours at the time of severance:
  - 1. Use of official position for personal advantage.
  - 2. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, Workers' Compensation, or any other benefit.
  - 3. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
  - 4. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, or City property, while operating or riding in or on City equipment. Police Officers transporting controlled substances or alcohol as evidence are excluded from this provision.
  - 5. Stealing from the City.
  - 6. Intentionally causing the City to be found in violation of Federal or State law.

**15.9 Unused Vacation Leave Balance as of October 1, 2013.**

- A. Employees with a vacation balance as of the date of ratification of this agreement will retain that balance and will have three (3) years from the implementation of this policy to exhaust that balance for any reason set forth in 15.3 above. Thereafter, any balance may only be used for a reason set forth in 15.3(B) or (D) above. All accrued vacation must be exhausted before any PTO accrued after 10/1/13 may be used.
- B. Should the employee separate from his/her employment, or die while in service, they or their beneficiary will be paid any remaining vacation leave balance in accordance with the Personnel Rules and Regulations, Section 16.08, in effect before October 1, 2013.

**15.10 Unused Sick Leave Balance.**

- A. Upon implementation of this policy, sick leave balances as of the date of ratification of this agreement will be retained and only be available for use in a "catastrophic" situation. Catastrophic is defined as any illness lasting longer than seven (7) consecutive working days, or three (3) consecutive shifts for fire personnel. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City.

Upon separation of employment, or death while in service, the hours remaining in the employee's sick leave bank on the date of ratification of this agreement will be paid out at the employee's then current hourly rate based on the formula set forth below in subsection B below, provided there shall be no pay out if:

- 1. An employee who wishes to resign did give at least fourteen (14) calendar days written notice of the intention to resign; or

2. An employee terminated for a reason listed in 15.8 (d) above; or

<u>Years of Service</u>	<u>% of Sick Leave Payment</u>
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

**15.11 Catastrophic Illness Leave.**

There shall be a catastrophic leave bank (CSLB) into which and from which participating members are eligible to draw in the case of catastrophic illness or injury once they have exhausted all accumulated sick leave, vacation leave and PTO leave as follows:

- A. The parties will continue to jointly administer the CSLB according to the following guidelines:
  1. Participation shall be established by fifty-six (56) hour members contributing twenty-four (24) hours and forty (40) hour members contributing eight (8) hours of their sick leave to the CSLB. Members who have not yet contributed to the CSLB shall have 30 days from the ratification of this Agreement in which to make the donations listed in this subsection prior to the sick leave bank accounts provided for in 15.10 above being established.
  2. Participants must have been continuously employed as a member one (1) year. Fifty-six (56) hour members must have at least ninety-six (96) hours of accumulated sick leave and forty (40) hour members must have 36 hours of accumulated sick leave. Participants must have authorized the City in writing to transfer their contribution and such authorization shall remain effective until withdrawn by written notice to the City Finance Director and the Union.
  3. The City will transfer the contributions to the CSLB.
  4. Days contributed become property of the CSLB and cannot be refunded, except as provided below.
  5. Effective thirty (30) days from the ratification of this Agreement, after all members have been provided the opportunity to contribute to the CSLB, the CSLB shall be frozen. Thereafter, no additional contributions of any kind will be permitted into the CSLB. Members who have contributed to the CSLB at any time prior to its being frozen shall be eligible to draw benefits from it in accordance with the provisions of this article. Effective September 30, 2016, each member of the CSLB shall have their initial twenty-four (24) hours of sick leave returned to their individual frozen sick leave bank and the CSLB shall be abolished.
- B. A Committee of three (3) members of the bargaining unit appointed by the elected officials of Local 2266, IAFF, shall administer the CSLB. All disputes arising from the implementation of this section shall be resolved by the Committee, which shall have final authority.
- C. Participants may withdraw from the bank according to the following procedures:
  1. Maximum withdrawal(s) for any one (1) illness, injury or complications arising thereof, shall be three hundred thirty-six (336) hours. The maximum withdrawal(s) may be increased by mutual agreement between the City and the Union. Withdrawals shall be granted in increments of fifty-six (56) hours.

2. Allocations shall be determined by the Committee upon written applications accompanied by a doctor's certificate of incapacity to return to work.
3. Days used from the bank may not result in double compensation when combined with other benefits such as Workers' Compensation.
4. The Committee shall develop such additional rules, restrictions and procedures as necessary to efficiently administer the program and prevent abuse.
5. Subject to the provisions of this Article, the City shall disburse withdrawals approved in writing by the Committee at the participant's regular straight time rate of pay.

#### **15.12 Short Term Disability.**

- A. The City shall provide, at no cost to the employee, a short-term disability (STD) insurance policy or an STD benefit funded by the City that shall pay the employee sixty percent (60%) of their pre-injury/illness salary when they are unable to work due to a non-job related injury or illness. STD benefits shall be taxable to the employee and shall begin after the employee has been out of work for seven (7) consecutive days (2-3 24-hour shifts) and shall continue to provide benefits if the employee remains unable to work for up to a maximum of twenty-four (24) weeks. Employees shall be permitted to supplement their STD benefits with any other accumulated leave (sick leave bank, vacation leave bank or PTO) to bring their base pay while unable to work to gross pre-injury/illness levels. The City shall continue health insurance benefits and to make the City pension contribution as long as the employee is utilizing PTO so long as the employee continues to pay his share of the premiums in a manner acceptable to the City. Otherwise, the STD shall be provided to the bargaining unit in the same fashion and under the same conditions as is provided to all other employees.
- B. After FMLA is exhausted, if the employee cannot fully supplement STD with paid leave, the employee shall be placed on unpaid leave status as provided in Article 17.
- C. Other than claimed violations of 15.12(a), all other disputes shall be subject to appeal pursuant to the City STD policy and not under article 9.

#### **15.13 Progression of Leave Benefits.**

In the event an employee is unable to work due to a non-job related injury or illness, the employee will utilize leave in the following order:

**First:** The first seven (7) days following the off-duty injury/illness, the employee shall receive full base pay utilizing accumulated PTO.

**Second:** From the eighth (8th) day following the off-duty injury-illness through the completion of the twenty-fourth (24th) week following the injury/illness, the employee shall receive sixty percent (60%) of pre-injury base pay as a taxable benefit as provided by STD insurance and supplemental leave benefits necessary to bring total compensation including STD up to one hundred percent (100%) of per injury/illness base pay levels, using leave in the following order:

- A. Any hours remaining in the employee's accumulated sick leave bank, then
- B. Any hours remaining in the employee's accumulated vacation leave bank, then
- C. Any PTO hours the employee has remaining, then

- D. Leave benefits from the CSLB as provided for in this article necessary to supplement the employee's pay to one hundred percent (100%) of pre-injury/illness levels through the end of the STD benefit period.

**15.14 Sick Leave Payment at Death.**

In the event of the employee's death, the amount of PTO to which the employee would be entitled to in 15.8 above will be paid to the employee's beneficiary or estate, in the absence of a designated beneficiary.