

City TA:

Union TA:

9/15/21

## **Article 18**

- 1.1 The City will continue for the life of this agreement to provide its employees with the sick leave plan and program presently in effect, except as modified as follows: Permanent employees, including those in probationary status, shall be eligible for use of earned sick leave after ninety (90) days service with the City. An employee shall be entitled to use a maximum of four (4) consecutive work days' sick leave without a signed doctor's certificate if the employee has accumulated not less than four hundred (400) hours of sick leave. Otherwise, the employee will be entitled to use a maximum of three (3) consecutive work days' sick leave without a doctor's certificate. When a doctor's certificate is required, it will contain the date of treatment and the date the employee may return to work. If the City desires to verify the authenticity of a doctor's certificate, the employee may be required to furnish the doctor's name, address and phone number. If the employee is aware that the condition will require more than two (2) days sick leave usage, the employee will inform their supervisor of the approximate time of return.
- 1.2 Time for medical and dental appointments will be charged against accrued sick leave. Employees may accumulate unlimited sick leave.
- 1.3 Prior to taking any disciplinary action concerning excessive sick leave, the supervisor will notify the employee that their sick leave usage appears to be excessive. The purpose of the notification is to allow the employee the opportunity to identify the specific reasons for the usage of sick leave and to assist the employee in a cooperative effort to alleviate the cause of the problem. If the employee does not correct their behavior, the City may proceed with progressive discipline.
- 1.4 The City may discipline an employee for misuse of sick leave.
- 1.5 Non-Protected Dependent Sick Leave. In situations where an employee's spouse, domestic partner, parent, child or other person for whom the employee is legal guardian, becomes ill or injured and alternate means of transporting or caring for such person cannot be arranged immediately by the employee, the employee shall be permitted to use vacation time or sick leave. The employee shall be required to submit a doctor's certificate for any absence of three (3) days or more within a period of five (5) working days.
- 1.6 **Industrial Accident Leave**
  - 1.6.1 During an absence due to an industrial accident which has been accepted by the Risk Management Division, any employee covered by this agreement shall be entitled to receive an income supplement from the City for as many days as they had accrued sick leave prior to the accident. The amount of supplement is designed to provide no more net compensation while on time loss than they would have received while working their regular hours. Supplemental pay will be determined in the following manner:
    - (A) The Employee's base hourly rate will be multiplied by the number of regular hours in a pay period to determine the regular gross pay. From this amount the mandatory

- deductions of FICA and State and Federal withholdings based on the reported exemptions prior to the time of the accident will be deducted. The result will be the regular net pay amount that will be met with any combination of time loss pay, regular hours pay, and supplemental pay.
- (B) The total mandatory deductions in Step 1 above will be divided by the regular gross pay as calculated in Step 1 above. The result will be the worker's standard mandatory deduction rate.
  - (C) The amount of net Supplemental Pay will be determined by taking the regular net pay from Step 1 above, subtracting Worker's Compensation time loss payments, then subtracting the product of gross pay from regular hours worked (including pay for approved time off) times one minus the worker's mandatory deduction rate determined in Step 2 above.
  - (D) The net Supplemental Pay determined in Step 3 above will be divided by one minus the worker's mandatory deduction rate as determined in Step 2 above to determine the amount of gross supplement pay required to yield the target net pay.
  - (E) If the above calculations determine a negative net Supplemental Pay amount, the Supplemental Pay amount will be zero.

Gross Supplemental Pay =

$$\frac{[Base Rate * Regular Hours] - Deductions - W.C. Timeloss - [Gross Pay * [1 - [\frac{Deductions}{Normal Gross Pay}]]]}{1 - \frac{Deductions}{Normal Gross Pay}}$$

- (F) For the purpose of this section, base hourly rate is defined as the rate at which the employee would be paid sick leave or vacation time loss.
  - (G) The number of days of income supplement to which an employee is entitled shall be calculated by dividing the number of sick leave hours accrued by the employee at the close of the pay period preceding the date on which the injury or illness occurred by eight (8), and rounding up to the nearest whole number. Supplemental pay will be paid on a continuous basis until exhausted. If the employee's claim for Workers' Compensation benefits is accepted by the Risk Management Division, supplemental payments based upon sick leave accrued shall not be charged against the employee's sick leave balance
  - (H) This new method of computing Supplemental Pay will begin for all injuries reported after the approval of this agreement and for existing claims on the first day of the pay period following the approval of this agreement.
- 1.6.2 Upon hire, employees shall be credited with a total of fifteen (15) days of industrial accident leave. Such leave shall be available for time lost because of industrial injury for two years from the employee's date of hire. Such leave credits shall be used prior to the supplement outlined in subsection 18.6.1 above.

- 1.6.3 Payments made by the City under subsections 18.6.1 and 18.6.2 shall not be charged to accrued sick leave.
- 1.6.4 If an employee exhausts all benefits in 18.6.1 and 18.6.2 above, and remains employed with the City, the City shall maintain the employee's health and welfare insurance benefits for a period not to exceed twelve (12) months of the industrial accident leave, providing the employee was eligible for City-paid benefits at the time of the accident. The subject of waiver of premium for employees in this category will be referred to the Insurance Committee for review and report.
- 1.7 **Sick Leave Utilization Upon Retirement**
  - 1.7.1 The City agrees to convert sick leave pay, upon retirement to a PERS supplement, as contemplated by ORS 238.350 or on an equivalent basis for those employees covered by a retirement program other than PERS.
- 1.8 Sick leave will not accrue during unpaid leaves of absence exceeding thirty (30) days.