

1 **UNION PROPOSAL**

2 **ARTICLE 7 – ANNUAL PAID LEAVE**

3 A. Full-time Nurses and Part-time Benefited Nurses will earn and may use Annual
4 Paid Leave (APL) in accordance with Legacy policy applicable to similarly situated non-
5 bargaining unit employees (Policy No. 500.304 - Annual Paid Leave)

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7 B. The APL accrual rates in effect as of the start of this Agreement are as follows:

Months of Service	Accrual Rate (per hour worked)	Maximum Annual Accrual	Maximum APL Bank
0-60	0.1	208	480
61-120	0.1192	248	480
121-180	0.1347	280	480
181-240	0.1424	296	480
241-above	0.1462	304	480
Not capped by hours worked each pay period, just annual max (i.e.: accrue APL over 72 or 80 hours in a pay period)			

8 C. Newly hired Nurses and Nurses previously employed by Legacy who are
9 (re)hired into an APL-eligible position will receive an initial (frontloaded) APL
10 balance of 40 hours. Nurses eligible for an initial APL balance will not accrue
11 additional APL until they have worked enough eligible hours to accrue hours
12 equal to the initial frontloaded amount.

13 D. APL Accruals. APL accrues on:

- 14 a. hours worked in the pay period;
- 15 b. paid time off taken as APL;
- 16 c. overtime and call worked;
- 17 d. both voluntary and required time off, paid or unpaid, taken due to reduced
18 workload;
- 19 e. paid jury duty and bereavement leaves;
- 20 f. education, meetings, and orientation time; and
- 21 g. temporary light duty work assignments.

22 E. APL does not accrue on:

- a. compensation that does not include hours paid at a minimum of the employee's base rate (e.g., standby hours or pay);
- b. ~~hours above maximum the annual accrual limit~~ unpaid leaves of absence or unpaid time due to layoff;
- c. the value of accrued APL paid as a cash payment (APL "cash out");
- d. APL lump sum payments on termination;
- e. severance hours;
- f. Holiday no pay;
- g. Paid benefits such as education assistance;
- h. Flexible credits and mileage reimbursement;
- i. Disability pay, including short-term and long-term disability pay;
- j. Workers compensation benefits;
- k. Extended illness bank (EIB)
- l. Extended Disability or sick leave bank programs.

F. Accrual Rate Changes. When a Nurse becomes eligible for a higher accrual rate, the new rate begins on the first day of the pay period in which the Nurses "anniversary date", provided they have not experienced a break-in-service of twelve months or more.

G. Vacation scheduling. Vacations shall be scheduled in accordance to Legacy policy and Department scheduling procedure. Vacations will be granted in a fair and equitable manner. If multiple requests for vacations occur, the Manager will consider time of request and approve on a first-come, first-serve basis, assuming the Nurse has (or will have) sufficient accrued APL to cover the requested time off.

The UPC of each unit with work with the Department Manager to determine the minimum and maximum number of Nurses that can be off on each shift in their department at a given time.

Nurses cannot be required to find their own shift coverage for vacation that has been granted when it includes patterned days.

H. Attendance Expectations.

- a. Regular, consistent, and predictable attendance is an essential

1 requirement of nursing work at Legacy Mount Hood. Nurses are expected
2 to be at work, ready to work, at their designated starting time, and to
3 return from breaks and meal periods on time.

4 b. Tardiness is defined as not being at work and ready to work, at the
5 Nurse's designated starting time, or not returning from break or meal
6 period by the end of the scheduled break or meal period. Meal periods
7 and breaks are to be taken in accordance with the provisions of this
8 Agreement, department policy, and applicable law.

9 c. Nurses are required to be on time for and in attendance during 95% of
10 scheduled work hours, measured on the quarterly.

11 d. Unscheduled tardiness and absences in excess of 5% of scheduled work
12 hours will be considered excessive and may result in corrective action, up
13 to and including termination of employment. In the instance of an
14 unavoidable delay in transportation, Nurses should inform
15 manager/supervisor of the situation immediately.

16 e. For the purposes of calculating attendance, all protected hours of absence
17 (i.e., Oregon Protected Sick Time (first 40 hours of absence), OFLA,
18 FMLA and Oregon Paid Leave) will not count toward a Nurse's attendance
19 rate.

20 I. Notice. It is the Nurse's responsibility to notify their manager or designee, in a
21 timely manner each day, if they are unable to work. Nurses shall follow the
22 procedures specific to the department for calling in to report absences. Nurses
23 who do not report to work for three (3) consecutive scheduled days (scheduled
24 shifts), and do not contact their manager or designee, are considered to have
25 voluntarily terminated their employment. Single days of absence without
26 contacting a supervisor ("no-call, no-show") is highly unacceptable and may be
27 subject to discipline.