

ARTICLE 11 – HOLIDAY AND VACATION BENEFITS

- 11.1 Accrual of Vacation/Holiday Time.** All regular employees are eligible to accrue vacation/holiday benefits. Vacation/holiday time shall be accrued on the basis of hours compensated, including hours compensated from an employee's vacation/holiday leave or sick leave account. An exception will apply when an employee elects, pursuant to Section 9.4, to bank hours worked as compensatory time in lieu of cash payment, in which case vacation/holiday time shall accrue on the hours worked (rather than hours later compensated from a compensatory time bank). Vacation/holiday time shall not accrue on on-call hours or on hours cashed out. Vacation/holiday shall accrue at the following accrual rates:

Years of Service	Accrual Rate	Maximum Annual Vacation/Holiday Time Accrued
0 months through 5 th year	<u>.102</u> ~~0923~~ hours	<u>212</u> ~~192~~ hours
After 5 th year through 10 th year	<u>.114</u> ~~1039~~ hours	<u>236</u> ~~216~~ hours
After 10 th year through 15 th year	<u>.125</u> ~~1154~~ hours	<u>260</u> ~~240~~ hours
After 15 th year through 20 th year	<u>.137</u> ~~1270~~ hours	<u>284</u> ~~264~~ hours
After 20 th year	<u>.148</u> ~~1385~~ hours	<u>308</u> ~~288~~ hours

Years of service shall be based on a nurse's adjusted service date as defined in Section 5.13.

11.1.1 Change in accrual rate. An employee's change to a higher accrual rate based on years of service will be effective at the beginning of the pay period following the applicable adjusted service date.

- 11.2 Rate of Pay.** Compensation for use of accrued vacation/holiday time shall be at the employee's regular straight rate of pay.

- 11.3 Return After Separation.** Employees who have been separated from employment and return to a regular position within two (2) years shall be given credit for their prior service for purposes of this article. Employees who return to a resource nurse position shall, upon subsequently moving to

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Yellow Highlight = Changes from OHSU's last proposal

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Red strikethrough = Current contract language we propose to strike

Underlined strikethrough = Language Employer proposed but we reject

Regular strikethrough = Current contract language both sides agree to strike

Bold = Current contract language Employer proposed to strike that we counter to keep

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a regular position, be given credit for their prior service as a regular employee in addition to any credit they receive pursuant to Section 5.13.

- 11.4 Ceiling.** Vacation/holiday hours may accumulate to a maximum of 364 hours. **The Employer shall alert nurses when their accrual reaches 320 hours.** To avoid losing vacation/holiday time accumulation, a nurse who is approaching the 364-hour maximum is expected to manage time off to avoid any accrual loss. The nurse must request vacation/holiday leave at least thirty (30) days in advance of reaching an accrual level that endangers future accruals. Management will make reasonable efforts, consistent with the scheduling provisions of this article, to afford the nurse requested time off. If, due to unit operational needs, the Employer is unable to grant time off, management will alert Payroll that all excess vacation/holiday hour accruals up to a maximum of seventy (70) hours will be placed in a hold bank until such time as time off can be arranged to reduce the balance below the maximum. **If vacation requests are not accommodated before the ceiling is met, the additional hours that would have accrued can be cashed out or converted to the comp bank, then sick time, per the nurse's request.** Vacation/holiday accruals shall not remain in a hold bank for more than one (1) calendar year. In the absence of a proper request for time off, accruals will cease until the balance drops below the maximum.

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