

## ARTICLE 16

### ADMINISTRATION OF HOLIDAYS AND LEAVE BENEFITS

#### Section A. Sick Leave Application.

The parties will fully utilize the methods currently available to resolve Union and Employer difficulties in regards to unscheduled absences. Methods may include, but are not limited to: special Labor-Management meetings, creation of Agency Labor Management study committees, and Steward/supervisor programs, in an attempt to remedy the situation.

The parties, upon mutual agreement at the Agency level, will encourage trial implementation of programs that do not violate the AFSCME Agreement or Department or Agency policies.

It is the intent of the parties to explore means and methods of reducing unscheduled absences.

1. Sick leave may be used by an employee for:
  - a. Illness, disability, or injury of the employee, or exposure to contagious disease endangering others, any of which necessitates the employee's absence from work;
  - b. Appointments with doctor, dentist, or other professional medical practitioner to the extent of time required for such appointments when it is not possible to arrange such appointments for non-duty hours; or
  - c. In the event of illness or injury in the immediate family which necessitates the employee's absence from work. Immediate family shall be spouse, parent(s) or foster parent(s), children or stepchildren, brother(s), sister(s), parent(s)-in-law, grandparent(s), grandchildren, or any person(s) for whose financial or physical care the employee is principally responsible.
2. All sick leave used shall be certified by the employee and verified by such other evidence as required by the Employer. Falsification of such evidence shall be cause for discipline up to and including dismissal. When the Employer has reasonable grounds for doing so, the Employer may require the employee to provide acceptable verification.
3. Employees may notify the appropriate employer representative as soon as the need for sick leave is known, however all employees shall call in no later than time frame established by the department.

In the Department of Corrections, the existing secondary Agreement shall remain in effect unless altered by further secondary negotiations, subject to Civil Service Commission approval.

Proper medical verification shall consist of a written statement from the employee's physician indicating the date seen by the physician, verifying the illness or injury of the employee or immediate family, the medical condition necessitating the absence and prognosis of the employee and the employee's ability to return to normal duties, any limitations, or needed accommodations and their duration, and the date of such return.

Such records are, by their very nature, confidential and such confidentiality must be preserved and protected. Where the employee claims that such verification might compromise the confidential nature of the illness or disability, the employee may submit such verification directly to the Agency Human Resource Officer in the Department of Community Health; the Facility Director in the Department of Human Services; the Central Office Human Resource Office in the Department of Military and Veterans Affairs; the Human Resource Medical Leave Officer in the Department of Education; the Human Resource Office or Disability Unit in the Departments of Corrections; Human Resource Director in the Department of Natural Resources; the Appointing Authority or designee in the Department of Licensing and Regulatory Affairs and ; the Disability Management Section in the Department of State Police.

### **Section B. Annual Leave Application and Scheduling.**

The parties agree that seniority vacations are important to employees in this Bargaining Unit. To the extent possible all employees in this Bargaining Unit shall be granted a seniority vacation if requested. The parties also recognize that operational considerations may limit the number of employees who are granted seniority vacations at any one time. It may therefore be necessary to grant such seniority vacations at times other than those requested.

Consistent with the operational needs of the Employer, annual leave, including banked leave time (BLT), may be granted at such times during the year as requested by the employee, in the order received. Operational needs shall include (among other things) vacation schedules as provided below.

Vacation is defined as a period of four (4) or more consecutive work days of annual leave. Requests for vacation commencing on or between April 1 through September 30 may be made on or between the preceding January 1 through January 31; requests for vacations commencing on or between October 1

through March 31 may be made on or between the preceding July 1 through July 31.

Consistent with the operational needs of the Employer, such requests for vacation shall be honored in accordance with the employee's seniority. Alternative annual leave and vacation scheduling procedures may be discussed at the Agency level. In the Department of Military and Veteran Affairs, the issue of seniority vacations shall be an acceptable issue for secondary negotiations. Agreements reached shall be reduced to writing and signed by the Local Union President and Appointing Authority. When a holiday falls during an employee's scheduled vacation, such holiday shall not be charged against the employee's vacation time.

Approval of seniority vacations may not be unreasonably withdrawn by supervision; however, an employee may withdraw a request for seniority vacation not later than the Monday prior to the start of the pay period during which the vacation would occur. Employees who request a vacation during the "window period" shall be notified of its approval or disapproval as follows:

April vacations- - - - - not later than February 15

May 1 through September 30 - - - - not later than February 28

October vacations - - - - - not later than August 15

November 1 through March 31 - - - not later than August 31

The Employer shall post a listing of those vacation requests approved above no later than the end of the pay period following the above time periods.

Vacations requested outside the window periods shall be acted upon and the employee notified within seven (7) calendar days of the request, and in no case less than two (2) days prior to the effective date and time of the leave requested providing the time has been requested more than two (2) days in advance. Employees are encouraged to make requests twenty-one (21) days in advance of the time requested.

Incidental annual leave requests of less than four (4) days made outside the window periods shall be acted upon and the employee notified within forty-eight (48) hours of the request. Incidental requests made less than forty-eight (48) hours in advance shall be acted upon as soon as possible.

In the event a vacation request begins with one six-month period and ends within the following six-month period, such request may be made during the earlier window period, and shall be treated as a vacation occurring entirely within the

earlier six-month period. Employees may make up to two requests during the same window period, indicating order of preference among requests. However, an employee shall not be entitled to more than one (1) seniority vacation during each specified six-month period.

Annual leave and/or vacation may be requested and approved based on anticipated accrual of leave credits by the effective date of the requested vacation.

Annual leave and/or vacation approved by supervision may not be unreasonably denied or unreasonably withdrawn by the Employer.

Methods for scheduling annual leave for employees who are approaching the maximum hour limit (the total of hours in the employee's annual and personal leave counter) may be discussed and agreed to at Agency Labor-Management meetings. Agreements reached shall be reduced to writing. For those employees approaching the maximum hour limit (within sixteen (16) hours of reaching annual leave accumulation cap), annual leave requests of up to sixteen (16) hours shall be approved providing such requests have been made no later than the Tuesday prior to the start of the pay period involved. Annual leave requests under this paragraph shall be granted in eight (8) hour segments. Consistent with operational needs of the Employer, requests for annual leave in excess of sixteen (16) hours may be granted.

Employees may request and be granted vacation outside the window period on a "first-come/first-serve" basis without regard to seniority, provided the time requested is available for vacation purposes in line with operational needs.

In the event the employee does not have sufficient leave credits (annual leave or compensatory time) to cover an approved vacation, the vacation must be shortened to coincide with the available leave credits or, in the case of substantiated mitigating circumstances, the Appointing Authority or designee may authorize a deviation from this provision.

The parties recognize that emergencies arise which prevent employees from coming to work or cause them to come to work late. The Appointing Authority or designee may request verification to clarify the emergency, if there are reasonable grounds for doing so. When the Appointing Authority or designee makes such request, the employee shall be provided, in writing, what information is needed to clarify the emergency. The Appointing Authority reserves the right to refuse to excuse an absence where there are reasonable grounds for doing so or if the employee fails to provide verification.

Emergency annual leave shall not be unreasonably requested or unreasonably denied.

With prior approval, annual leave may be utilized in the same fashion as sick leave in the event an employee's sick leave credits are exhausted (except as indicated in Section C). If it is impossible for an employee to request such prior approval, approval may be granted after the employee returns to work.

If employees have a health emergency, they may use annual leave rather than sick leave if they provide acceptable verification to clarify such health emergency. The Appointing Authority reserves the right to refuse to excuse an absence where there are reasonable grounds for doing so or if the employee fails to provide verification. In the event that annual leave is utilized in the same fashion as sick leave, the employee's attendance record will reflect that sick leave was used although the hours will be deducted from the employee's annual leave accruals.

Employees on annual leave who become ill or are injured and who thereby require (1) hospitalization, (2) emergency surgery/treatment and convalescence therefrom, or (3) a return to home and confinement thereto, may convert such period of time to sick leave. Employees required to return from annual leave because of death or unexpected illness of a person for which sick leave could normally be used may convert such time to sick leave.

In the event an employee's request for annual leave cannot be granted, the Employer shall indicate the reason in writing for the denial to the affected employee. The Employer will implement a procedure for retaining denied annual leave requests by the applicable division or department. Available annual leave shall then be granted in accordance with this Section (in the order received). The file of requests shall be available to the Union and affected employees for monitoring. Details of implementing the procedure may be discussed at the request of either party in Agency Labor-Management meetings.

The parties further agree that, should difficulties arise in the application of the above paragraph, a Department Labor-Management meeting will be held to address the problems. Until such meeting is held, the Union agrees not to file grievances on the matter. In the event that the problem cannot be resolved at such meeting, time limits for filing of grievances shall be tolled until after the meeting has been held.

Upon request, any full time permanent employee shall be granted eight (8) hours off using accrued annual leave or comp time on the day that coincides with their birth date. Compensatory time must be used prior to use of annual leave unless

the employee is at the annual leave "CAP". If the employee's birth date occurs on a holiday or "R" day, this day off shall be scheduled within the same pay period as the birth date as requested by the employee. Requests must be made in writing at least thirty (30) calendar days in advance of the employee's birthday.

At the request of either party, a committee will be formed to discuss issues related to the scheduling of annual leave hours and the "CAP". The Union will be represented by five members, with at least two being from the Department of Community Health, and at least one being from the Department of Military and Veteran Affairs.

### **Section C. Unexcused Absences.**

It is hereby agreed and understood between the parties that the use of language in the Section regarding use of leave credits or unscheduled absences is intended to improve the attendance of employees. Employees shall not be subject to disciplinary action solely on the basis of the number of leave hours banked. This provision shall not be utilized by the Employer in an arbitrary or capricious manner.

For purposes of the Article, "unexcused absence" is defined as an employee's absence from scheduled work for any period of time for which the employee does not provide requested acceptable verification; and "occurrence" is defined as one time regardless of duration.

An employee who has had notices of lost time for two (2) occurrences of unexcused emergency absence within four (4) pay periods of work shall have all subsequent emergency occurrences treated as unapproved lost time regardless of the reason for such absence. However, an employee who had sixty (60) calendar days of attendance without an occurrence of unexcused absence shall no longer fall under the provisions of this Section until and unless a new series of occurrences arise.

Any approved absence from work shall not serve to circumvent the provisions of this Section. This time away from work shall be bridged in the calculation of the reference periods. Lost time is not, in and of itself, discipline. Situations where the application of this Section results in an undue hardship on the employee may be appealed directly to Step Two of the grievance procedure.

### **Section D. Holiday Notice.**

Employees scheduled to work a holiday shall be given, whenever possible, thirty (30) calendar days advance notice.

### **Section E. Designated Holidays.**

On the following holidays, permanent full-time employees shall be allowed eight (8) hours paid absence from work, and other-than-full-time employees shall be allowed paid absence from work in accordance with Article 14, Section Q:

New Year's Day (January 1)

Martin Luther King Day (3rd Monday in January)

President's Day (3rd Monday in February)

Memorial Day (Last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Election Day (general election day in even numbered years)

Veterans Day (November 11)

Thanksgiving Day (4th Thursday in November)

Thanksgiving Friday (Day after Thanksgiving)

Christmas Eve Day (December 24)

Christmas Day (December 25)

New Year's Eve Day (December 31)

### **Section F. Holiday Scheduling.**

1. Monday through Friday employees: Should a holiday fall on Saturday, Friday shall be considered as the holiday and should a holiday fall on Sunday, Monday shall be considered as the holiday. In the Department of Education where holidays normally observed on a Monday have been scheduled on the preceding Sunday such practice may continue. In the Department of State Police, the holiday scheduling shall be consistent with the academic scheduling at the Training Academy, provided that affected employees shall be notified of such holiday schedule not less than thirty (30) calendar days prior to the date on which the holiday falls. Substitute scheduling of holidays may also continue in Departments presently following this practice. In the Department of Human Services, for employees who work a fixed schedule other than a Monday through Friday fixed schedule, should the holiday fall on the employee's regularly scheduled first day off, during the week in which the

holiday falls, then, the preceding regularly scheduled work day shall be considered the holiday. Should the holiday fall on the employee's second regularly scheduled day off during the week that the holiday falls, then, the next regularly scheduled work day shall be considered the holiday.

2. Seven-day rotational schedule employees and employees who work a fixed schedule other than Monday through Friday: The holiday shall be observed on the date of occurrence.
3. Current practices regarding rescheduling of R-days which fall on holidays shall be reduced to writing and maintained, unless altered by the parties by mutual agreement. The issue of rescheduling R-days which fall on holidays shall be a subject for secondary negotiations in the Department of Community Health. The issue of rescheduling R-days which fall on holidays shall be discussed at Department Labor-Management meetings in the Department of Military and Veterans Affairs, and the Department of Human Services at the request of either party. Any new agreements shall be reduced to writing.
4. In the Department of Corrections R-days which fall on holidays may be rescheduled during the bi-weekly pay period in which the holiday occurs, provided that notice of the change is provided at least 48 hours prior to the bi-weekly pay period.

In those Agencies which reschedule R-days, employees may be allowed to trade rescheduled R-days, subject to supervisory approval.

### **Section G. Eligibility.**

Permanent full-time employees, regardless of work schedule, qualify for paid holiday absence by being in full pay status:

1. The last scheduled work day immediately preceding the holiday and the first scheduled work day immediately following the holiday when both days fall within the same biweekly work period; or
2. The last scheduled work day immediately preceding the holiday when the holiday occurs or is observed on the last scheduled work day of the biweekly work period; or
3. The first scheduled work day following the holiday when the holiday occurs or is observed on the first scheduled work day of the biweekly work period. If a holiday occurs or is observed on the first scheduled work day of a new employee's initial biweekly work period, such employee shall not qualify for paid holiday absence for that day.

4. An employee shall not be eligible for both holiday absence pay and any other form of paid leave on a contractual holiday.

#### **Section H. Work on a Holiday.**

Employees required to work on a holiday shall have such day treated as a regular work day. Employees who are in pay status for more than eighty (80) or forty (40) hours (depending on their base for overtime payment) in a pay period as a result of working such holiday shall have the time in excess of eighty (80) or forty (40) hours in a pay period treated as regular overtime work. Employees may choose either to receive cash payment or, with Departmental approval, compensatory time for such hours worked in excess of eighty (80) or forty (40) in a pay period in accordance with Article 15 (Hours of Work), Section N.

#### **Section I. Bereavement Leave.**

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of a member of the immediate family. Such time shall be covered by accrued sick leave, comp time and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of five (5) days leave, if requested.

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of someone other than those listed in Article 16.A.1.c. above. Such time shall be covered by accrued sick leave, comp time and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of one occurrence of one day per year if requested. For leave involving the death of a brother in-law, sister in-law, son in-law or daughter in-law, the employee shall be guaranteed the day of the funeral off, plus time off for any necessary travel to attend the funeral, not to exceed an additional two days leave.

#### **Section J. Annual Leave Donation.**

Upon employee request, unless provided otherwise in the collective bargaining agreement, annual leave credits may be donated and transferred to other employees facing a financial hardship under the following conditions:

1. Donations:

- a. Annual leave donations must be in whole hour increments and must be for a minimum of eight hours and cannot exceed a maximum of 40 hours per employee annually.

- b. A direct donation to a particular employee may occur at any time.
  - c. Employee donations are irrevocable.
  - d. The right to donate hours is not limited to employees in this Bargaining Unit where reciprocal agreements exist with other exclusive representatives or is provided for in Civil Service Rules and procedures for non-exclusively represented employees. Donations must be between employees within the same Department.
2. Right To Receive Annual Leave Donations: An employee may receive donated annual leave credits under the following conditions:
- a. The employee must have successfully completed his/her initial probationary period and must be facing financial hardship due to serious injury or the prolonged illness of the employee or his/her dependent spouse, child, or parent. A financial hardship is defined as facing 40 or more hours of lost time due to the circumstances at hand.
  - b. The employee must have exhausted all of his/her own leave credits (compensatory time, annual leave, sick leave, BLT and deferred hours), and not be receiving LTD or Workers' Compensation.
  - c. The employee's absence from work must have been approved by the Employer.
  - d. The employee may receive a maximum of 240 hours as provided in Section 1. above.
  - e. Accepted donations shall not exceed hours used by the receiving employee.
3. Procedure: Where the Local President, Council 25 and facility administration agree that annual leave donation is appropriate, the request, along with a list of employees wishing to make donations and signed donation forms, shall be forwarded to the Department Labor Relations Manager or designee, as appropriate. Such request should also include the circumstances of the hardship.