



JANUARY 18, 2024

**Article 10 – Paid Time Off (PTO)**

All ~~Full-time and Part-time~~ Employees shall be entitled to PTO, based on the anniversary date of their employment in each year in accordance with the following provisions.

It is the policy of Oakland Park Communities to provide Employees necessary paid time off from work. This policy is implemented by the means of the Paid Time Off (PTO) plan, to include ESST. Leaves such as jury duty and military leave are not included under the PTO plan. PTO can be utilized for any purpose, subject only to advance approval or other procedures consistent with policy or contractual terms.

PTO accrual is available to all Employees.

**Accrual Amounts**

The following rates of accrual for PTO will be in effect. These amounts are based on 2080 annual hours with the actual accrual prorated based on the amount of hours of each Employee.

**PTO Accrual Schedule for Employees hired before 3/1/2006**

Years of Employment	PTO Accrual (Hours/Year)	Accrual Rates
1 – 5	168	.081
5 – 10	192	.093
10 – 15	200	.096
15 – 20	216	.104
20 and over	240	.115

**PTO Accrual Schedule for Employees hired after 3/1/2006**

Years of Employment	PTO Accrual (Hours/Year)
0 - 2	120
2 - 5	140
5 - 8	150
8 - 12	170
12 - 15	180
15 - 20	190
20 and over	200

**Using Your PTO**

- A. Employees ~~may accrue but cannot use PTO until they have been employed three (3) months.~~ may utilize their accrued PTO immediately.
- B. PTO hours shall be used as hours worked for PTO computation and for calculating hours towards Health Insurance eligibility.

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- C. The Employees may accumulate up to a maximum of two (2) times their annual accrual rate of PTO. PTO will be earned for those hours that are worked and paid.
- D. Employees having access to PTO and receiving Worker's Compensation may use accrued PTO hours to return to 100% of their net salary.
- E. Accrued extended disability plan days may be used prior to beginning an unpaid leave of absence for medical reasons.
- F. An Employee taking an unpaid leave for medical reasons may retain any available hours of PTO for use after returning from the leave of absence.
- G. An employee who is taking an unpaid leave of absence for other than medical reasons must use all accrued PTO hours before beginning the unpaid leave.
- H. PTO hours shall not count toward the calculation of overtime. At the end of a holiday pay period, a maximum of eight (8) hours of holiday premium pay shall be used in the calculation of overtime.
- I. No employee shall request more than three (3) weeks of continuous PTO unless extenuating circumstances exist.

#### **Paid Time Off and Extended Disability Plan**

#### **PTO**

An Employee who wants to use their accrued PTO is responsible to submit a PTO Request Form to his/her Department Supervisor.

The Department Supervisor will determine priority preferences based on seniority, seven (7) or more consecutive days of PTO time overriding single day or short periods of time and the Employee with the most seniority granted first priority as determined by the Employer.

Requests for PTO will be answered by the Department Supervisor as follows:

If a PTO request is received nine (9) or more weeks prior to the PTO dates requested, the request will be answered, and a copy given to the Employee at least four (4) pay periods in advance of the PTO dates requested.

If a PTO request is received less than nine (9) weeks prior to the PTO dates requested, the request will be answered within seventy two (72) business office hours from time of receipt.

In the event of extenuating circumstances, the Employee may meet with the Employer to discuss the possibility of earlier response to a PTO request, if it is felt that a two-month period is not sufficient enough to make arrangements. This situation will be dealt with on an individual basis.



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If an Employee wishes, they may cancel any PTO request, as long as they notify the Employer of this change before the PTO Request Form is answered by the Employer or upon mutual agreement of both parties.

Unless Employer can demonstrate it is not possible, a minimum of one (1) Employee per classification shall be granted PTO by seniority.

Along with the flexibility of this plan comes the responsibility. All requests for PTO need to be initiated by the Employee.

- A. Termination. Employees terminating their employment shall be paid for earned and accrued PTO.
- B. Calling in Sick. To call in sick for non-ESST purposes, an Employee must notify the department head or supervisor no less than two (2) hours prior to day shift; and four (4) hours prior to relief shift; and four (4) hours prior to night shift to the Employee's absence. No Employee may call-in more than six (6) hours prior to any shift.

Employees who are required to stay due to call-ins shall be notified at least 1 hour prior to the start of the next shift and given sufficient time to make necessary phone calls.

- C. Physician Certification. For non-ESST purposes the Employer may require a physician's certificate. However, in case of suspected abuse of sick leave, the administrator shall notify the Employee in writing of sick leave abuse. Thereafter, the Administrator may demand a physician's certificate for each absence. Certificates shall be furnished without expense to the Employer.
- D. Worker's Compensation. The following provisions shall apply with respect to Worker's Compensation injuries:

If any Employee of the Employer shall receive a compensable injury and have access to accrued benefits under the PTO/EDP plan, the Employer shall pay the Employee the difference between the compensation received by the Employee and the Employee's regular pay, the same to be deducted from accrued PTO/EDP benefits. The Employer will provide for the payments described in this section during the periods of disability. It is understood that the additional payments made to the Employee over and above that paid by Worker's Compensation shall not exceed the amount of credits, which an Employee is entitled to from such accrued PTO/EDP benefits. It is further understood that in the event compensation payments are subsequently received for any period of time during which accrued PTO/EDP benefits have also been paid, so as to result in the Employee receiving excess payment, the Employer shall be privileged to deduct such excess from future due the Employee.

- E. Parenting Leave. Parenting leave may be granted as unpaid leave of absence to an Employee who is a natural or adoptive parent in conjunction with the birth or adoption



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of a child, provided such Employee is caring for the child on a full-time basis and provided the Employee complies with the following procedure.

An Employee making application for Parenting Leave shall inform the Employer in writing of his/her intention to take the leave at least three (3) months before commencement of the leave and the leave cannot exceed six (6) months in length from the date of birth of the child or from the date the child proposed for adoption is placed in custody of the Employee-parent designate. The application must state the length of leave requested.

If the reason for the Parenting Leave is occasioned by pregnancy, an Employee may utilize accrued PTO and EDP leave pursuant to provisions of this Agreement during the period of physical disability. An Employee shall not be eligible to use EDP leave during a period of time covered by the Parenting Leave. A pregnant Employee will also provide at the time of leave application a statement from the physician indicating the date of expected delivery.

Continued access to EDP will be determined by the length of time specified by physician in writing. If leave extends beyond period of physical disability then PTO hours may be used.

In making a determination concerning the commencement and duration of a Parenting Leave, the Employer shall not be required to:

1. Grant leave more than six (6) months in duration;
2. Permit Employee to return to employment prior to date designated unless mutually agreed upon.

Failure of an Employee to return pursuant to the date determined under this section shall constitute grounds for termination of employment unless there is an emergency.

**EARNED SICK AND SAFE TIME (ESST)**

Employees may use PTO for earned sick and safe time.

Adine Castilla 01.26.24  
Oakland Park Date

Deann M. Hughes January 26, 2024  
UFCW 1189 Date