

MEMORANDUM OF UNDERSTANDING

RECOGNITION OF JUNETEENTH

MOU PPO-22-01

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the Federation of Oregon Parole and Probation Officers, Parole & Probation Unit (FOPPO), hereinafter referred to as UNION, for the purposes of recognizing Juneteenth as a paid holiday for eligible employees.

The parties agree:

1. It is the intention of the COUNTY to provide Juneteenth (June 19) as a paid holiday for all eligible employees in accordance with current holiday practices under the Administrative Procedures Manual Chapter 3, Section 34 and the Collective Bargaining Agreement.
2. Article 11, Section 1 of the Collective Bargaining Agreement will be modified as follows:

(A) The following days shall be recognized and observed as paid holidays subject to the provisions of Paragraphs (B) and (C) of this Section:

| | |
|--|--|
| New Year's Day | Labor Day (1st Monday in September) |
| Martin Luther King's Birthday (3rd Monday in January) | Veterans' Day (November 11) |
| President's Day (3rd Monday in February) | Thanksgiving Day |
| Memorial Day (Last Monday in May) | Christmas Day |
| Independence Day | |
| <u>Juneteenth</u> <u>(June 19)</u> | |

(1) Any other days designated by the State of Oregon ~~or~~ and the Board of County Commissioners as paid holidays shall be recognized and observed as paid holidays subject to the provisions of Paragraphs (B) and (C) of this Section.

3. Nothing in this agreement shall be construed as creating any precedent between parties in any other matters, arbitration proceedings, administrative proceedings or other legal proceedings involving the UNION and the COUNTY.

4. The parties agree to memorialize this agreement during successor negotiations in 2024.
5. This agreement shall be effective following signatures of both parties.

For the UNION:

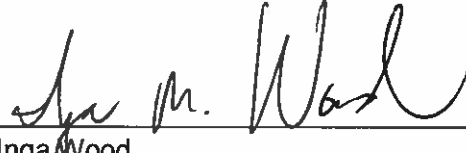


Joe Swope, President
FOPPO

05/10/22

Date

For the COUNTY:



Inga Wood
Lane County Labor Relations Manager

5/11/2022

Date



Greg Rikhoff, Director
Lane County

5/11/22

Date

MEMORANDUM OF UNDERSTANDING


Collective Bargaining Agreement Amendment
MOU PPO-23-01

This Memorandum of Understanding is entered into, by and between Lane County hereinafter referred to as COUNTY, and the Federation of Oregon Parole and Probation Officers, Parole & Probation Unit (FOPPO), hereinafter referred to as UNION, for the purposes of amending the 2021-2024 Collective Bargaining Agreement (CBA) to memorialize changes related to Paid Leave Oregon and updates to other leaves.

The parties agree:


1. To modify the CBA in accordance with the attached redline version of Article 11.
2. Nothing in this agreement shall be construed as creating any precedent between parties in any other matters, arbitration proceedings, administrative proceedings or other legal proceedings involving the UNION and the COUNTY.
3. The parties agree to memorialize this agreement during successor negotiations in 2024.
4. This agreement shall be effective following signatures of both parties.

For the UNION:




Joe Swope, President
FOPPO
07/24/23
Date

For the COUNTY:



Inga Wood
Lane County Labor Relations Manager
7/24/2023
Date



Greg Rikhoff, Director
Community Justice & Rehabilitation Services
7/24/23
Date

ARTICLE 11

LEAVE TIME AND HOLIDAYS

Section 1. Holidays

- (A) The following days shall be recognized and observed as paid holidays subject to the provisions of Paragraphs (B) and (C) of this Section:

| | |
|--|--|
| New Year's Day | Labor Day (1 st Monday in September) |
| Martin Luther King's Birthday (3 rd Monday in January) | Veterans' Day (November 11) |
| President's Day (3 rd Monday in February) | Thanksgiving Day |
| Memorial Day (Last Monday in May) | Christmas Day |
| Independence Day | |

- (1) Any other days designated by the State of Oregon or the Board of County Commissioners as paid holidays shall be recognized and observed as paid holidays subject to the provisions of Paragraphs (B) and (C) of this Section.

(B) Qualifications

The above **COUNTY** holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Article, an eligible and qualified employee shall mean any employee who:

- (1) Reports for work or is on paid leave on the last scheduled work day prior to, and first scheduled work day following, the holiday; and
- (2) Whose scheduled work or paid leave day falls within two (2) calendar days prior to or following the holiday.

(C) Holiday Pay

- (1) Full-time eligible bargaining unit employees shall be compensated for each holiday as follows:
 - (a) When a bargaining unit employee has requested and is regularly working on an alternate work schedule while other employees within the same division/section/work group are working a five (5) day, eight (8) hour work schedule shall have the option of reverting to a five (5) day, eight (8) hour schedule on a week including a holiday or of remaining on the alternate schedule and using two (2) hours of accrued Time Management or compensatory time to supplement the eight (8) hours of holiday time off.
 - (b) When bargaining unit employees are required by the **COUNTY** to work a four (4) day, ten (10) hour work schedule or all of the bargaining unit employees within the division/section/work group are on a four (4) day, ten (10) hour schedule, the eligible employees shall receive ten (10) hours compensation for the holiday.
- (2) Part-time eligible bargaining unit employees shall be compensated for each holiday as follows:
 - (a) During the week of a holiday, the **COUNTY** may permit part-time employees an opportunity for modification of their work schedule so as to work additional hours

in order to receive a normal pay check, including pro-rated holiday pay, without having to use time management leave or other earned leave.

- (b) In developing an opportunity for a modified work schedule for the week of a holiday, the **COUNTY** shall give good faith consideration to part time employees' interests regarding an alternate work schedule provided that the **COUNTY's** operational needs can be met. When work requirements are such that a team or work group approach is necessary for productive and/or effective accomplishment of work, the **COUNTY** may develop a single modified work schedule which seems to best accommodate the interests of the majority of employees on the team or work group and meet the operational needs of the **COUNTY**. The team or work group shall have the option of determining whether to operate using the normal or modified work schedule.
 - (c) If the **COUNTY** does not permit part time employees an opportunity for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b), above, employees shall receive full holiday pay for the actual hours they would have worked on the holiday.
 - (d) If part time employees are offered an opportunity by the **COUNTY** for a modified work schedule for the week of a holiday pursuant to Paragraph (a) or (b) above, and elect not to change from the normal work schedule, employees must use accrued time management leave or other earned leave to supplement the pro-rated holiday pay in order to receive a normal pay check or receive a short pay check based on pro-rated pay for the holiday.
- (3) Compensation for holidays shall be as per the following:
- (a) Pay for each designated holiday which falls on a day the employee otherwise would work, and
 - (b) In addition to compensation under (a) above, a non-exempt employee required to work on a holiday shall receive, one and one half (1&1/2) times the regular straight time rate for all work performed on a designated holiday. If the employee and the department agree, an equivalent credit of compensatory time off may be given in lieu of the paid overtime.
 - (c) In addition to compensation under (a) above, an exempt employee required to work on a designated holiday shall receive alternate time off in an equal amount at a time mutually convenient to the employee and the **COUNTY**.
- (4) Employees called to work on the holiday, but who do not report, shall forfeit holiday pay unless such absence is excused.

(D) Holiday on Day Off

Whenever a holiday shall fall on an employee's scheduled day off, the last normal workday before the holiday or the first normal workday following the holiday (whichever is closer) shall be designated as the holiday. Whenever the holiday falls equally between workdays, the last workday before the holiday shall be designated as the holiday. However, as an option, upon mutual agreement between the Supervisor and the employee, an alternate day off may be granted. The alternate day off must be taken by the end of the fiscal year. If the employee has requested the time and the request has been denied due to **COUNTY** requirements, the time off will be granted within the following thirty (30) calendar days.

(E) Holiday During Leave

Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave or vacation.

(F) Friday Following Thanksgiving

The Friday following Thanksgiving, though not to be construed as a holiday for pay purposes, shall be considered a day off with pay except for those employees required by the **COUNTY** to report for work. Employees so required to work shall be given an alternate day off at the mutual convenience of the **COUNTY** and the affected employee. The alternate day must be taken after Thanksgiving day and by the end of the fiscal year. For eligible regular part time and eligible temporary employees, hours are to be based on the average hours scheduled during the two (2) pay periods prior to the Friday following Thanksgiving.

Section 2. Time Management

(A) Purpose

It is the purpose of the Employee Time Management Program to provide employees with a leave with pay program, which is easy to understand, responsive to individual needs, and easy to administer.

(B) Eligibility

This program covers all employees in the bargaining unit. However, it is understood that initial probationary employees may, during the first six (6) months of employment, only use time management for illness or emergency reasons. Employees covered by these provisions shall not be eligible for separate leave benefits covering the following:

- (1) Family Emergency Leave
- (2) Vacation Leave
- (3) Sick Leave (non-occupational or injury leave, excluding disability leave)
- (4) Personal Days

(C) Accumulation

Except as limited in subsection 4 (F) herein, leave time shall be accrued for each hour worked or hour of paid leave at the appropriate rate provided below.

- (1) Eligible non-exempt employees shall accumulate earned leave, based on full time status, from the most recent hire date at the following rates:

| Continuous Months of Service | Earned Leave | Bi-Weekly Earned Leave Accumulation |
|-------------------------------------|---------------------|--|
| 0-24 mos. (0 to 2 yrs) | 25.5 days/yr | 7.84626 hrs/pay period |
| 25-48 mos. (2 yrs to 4 yrs) | 28.5 days/yr | 8.7692 hrs/pay period |
| 49-108 mos. (4 yrs to 9 yrs) | 31.5 days/yr | 9.6923 hrs/pay period |
| 109-168 mos. (9 yrs to 14 yrs) | 34.5 days/yr | 10.6154 hrs/pay period |
| 169-228 mos. (14 yrs to 19 yrs) | 37.5 days/yr | 11.5385 hrs/pay period |
| 229-288 mos. (19 yrs to 24 yrs) | 40.5 days/yr | 12.4615 hrs/pay period |
| 289 mos. + (24+ yrs) | 43.5 days/yr | 13.3846 hrs/pay period |

(D) Part time Employees

Eligible, part time employees shall accrue and use time off under this program on a pro rata basis using the percentage of full-time the employee was paid in the previous two (2) pay periods as a base.

(E) Usage

- (1) Subject to the terms provided herein, earned leave time shall be available for use as it is earned.
- (2) During the course of the year, absences from work for any reason other than on the job illness or injury covered by Workers' Compensation, disability leave as provided for in Section 4 of this Article, bereavement leave or paid holiday shall be charged against the employee's accrued leave balance. Earned leave shall accrue whenever an employee is

on paid status with the **COUNTY**. Employees do not accrue earned leave when on leave without pay.

- (3) Time management requested and taken on a given day shall be equal to the number of hours the employee actually takes off work provided that such time shall not exceed the number of hours the employee would normally have worked on that day.

(F) Maximum Accumulation

An employee may accumulate earned leave, excluding the separate vacation balance, if any, to a maximum of twice their annual time management accumulation. As of the end of the pay period in which March 31 falls in each year, any employee credited with accrued leave greater than twice their annual leave accumulation shall forfeit that amount above their maximum accumulation. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the year in which the maximum accrual was reached, provided, however, that the employee must reduce the accumulation to the maximum allowable prior to the following March 31 or forfeit the excess.

(G) Termination

After six (6) months of continuous service, upon the termination of an employee, the employee's accrued time management leave balance (minus any TM employee is eligible to sell) as of the date of termination shall be paid out at fifty percent (50%) of the balance at the current rate.

(H) Death

After six (6) months of service, in the event of the death of an employee, all accumulated earned leave shall be paid to the employee's personal representative at the current rate of pay.

(I) Scheduling

- (1) Employees shall, whenever possible, request time off in advance by at least fifty percent (50%) of the requested time off. Use of such leave must be scheduled between the employee and the **COUNTY**. When an employee is sick or an emergency occurs requiring their presence elsewhere, the employee must notify their supervisor as soon as possible. Substantiation of illness, injury, or emergency may be required by the **COUNTY** when a pattern of excessive use of time management without prior supervisor approval interfering with operations has been documented. The first time an employee is absent without pay, without advance supervisor approval, the **COUNTY** may require the employee to have one (1) counseling session with the **COUNTY** provided Employee Assistance Program provider.
- (2) Supervisors shall respond in a timely fashion to written requests for leave. Requests for leave submitted after the January 15 seniority option, shall be deemed to be approved if not denied within fourteen (14) days of receipt for requests submitted more than two (2) months ahead, within seven (7) days for requests submitted two (2) weeks to two (2) months ahead, and within fifty percent (50%) of advance time for requests submitted less than two (2) weeks ahead. All leave requests after January 15 shall be on a first come first serve basis.
- (3) Leave shall be scheduled by the **COUNTY** based primarily upon the needs of efficient operation, the availability of relief, and being responsive to the needs of the employee to use earned leave. Employees shall be responsible for planning and initiating requests for leave. Supervisors will make a good faith effort to accommodate all leave requests. Requests made more than one (1) week in advance or fifty percent (50%) of the time off requested, whichever is greater, will be granted under normal circumstances, provided that the number of employees gone simultaneously is not excessive. For purposes of this Section, the phrase "normal circumstances" is not intended to apply to periodic times of high workload demands, but is intended to apply to consistent workloads that are quite heavy as a result of layoffs or other general staffing shortages. In case of conflicts between employees concerning the scheduling of leave, the employee with the longest

period of continuous service with the **COUNTY** shall be given first consideration, provided that leave requests are made prior to January 15 of each year. Such exercise of seniority shall be limited to one (1) selection per each calendar year. In extenuating circumstances, the **COUNTY**, when practicable, will attempt to accommodate requests for leave schedule modifications.

(J) Conversion

Should the **COUNTY** establish a new TM conversion process; it may reopen this article to address those changes.

- (1) After six (6) months of continuous employment, employees may sell accrued time management hours and vacation hours subject to the following restrictions:
 - (a) The maximum number of time management hours and vacation hours that can be converted into cash compensation in a calendar year cannot be greater than the number of hours taken in that same calendar year or eighty (80) hours whichever is the lesser.
 - (b) The time management leave hours must be either scheduled or used prior to any conversion pursuant to this provision.
- (2) Subsection (1) above notwithstanding, during the last three (3) years prior to retirement, employees may sell up to 200 hours per year of their annual leave accrual at the current rate of pay. Extensions of an employee's scheduled retirement date notwithstanding, no employee will be entitled to this benefit in more than three (3) years.
- (3) Subsection (1) above notwithstanding, employees who are laid off may sell back up to a maximum of eighty (80) hours of time management inclusive of any time management previously sold back in that year. If and when employees are recalled, within the first six (6) months of recall, they may buy back all or part of their previously accrued leave balances at the rate in effect at the time they are recalled at the same ratio at which they were paid out.

(K) Procedure for Donation of Time Management

Time Management Donations will be allowed on a case-by-case basis and will require approval by the Human Resources Director. Employees who have an extreme emergent situation, have no available earned leave time and will not qualify for short-term or long term disability through the **COUNTY**, may request Time Management Donations through the following procedure:

- (1) Employee or co-workers may make a request in writing to their supervisor stating the nature of the emergent condition and the reason for the request.
- (2) The Supervisor will review the request, verify the employee's leave balance, and check to see if other options are available. If it is found that no leave is available, the request will be forwarded to the Department Director. If the Department Director concurs, the request is forwarded to the HR Director for approval.
- (3) Employees of the Department are notified of need and given an opportunity to donate. In order for this policy to be most effective, employees should be given a specific period of time in which to donate hours.
- (4) The necessary Donation of Time Management Hours form is provided by the department and when filled out is submitted directly to Payroll in order to maintain confidentiality. Names of donors will remain confidential.
- (5) When an employee must take time off from work, hours will be coded as "75-Emergency Situation". The donated Time Management hours may not be used for any other purpose

than the emergency for which they are intended. The department is responsible for monitoring these hours. Hours are transferred to the employee's account as needed.

- (6) When the emergent situation has ended, any donated hours not used will be credited back to donors on a pro-rata basis.
- (7) Donations will be based on time donated, not dollar value of donation.
- (8) The 80-hour eligibility period for Short Term Disability (STD) will not be subject to this program. An exception may be granted by the HR Director.

Section 3. Occupational Illness or Injury

Employees who sustain an injury or illness compensable by Workers' Compensation and who are unable to perform their assigned duties will be paid their regular salary minus any applicable employee contributions for lost time for the first ninety (90) calendar days of the employee's on-the-job illness or injury; thereafter as prescribed by Oregon Workers' Compensation law. Such time shall not be charged against any earned leave balance.

The **COUNTY** shall maintain fully paid health benefits minus any applicable employee contributions during a worker's compensation qualified leave up to one hundred eighty (180) days from first date of authorized time loss or modified duty, provided that the medical prognosis indicates that the employee will be able to return to work within the one hundred eighty (180) days.

Section 4. Paid Leave Oregon

(A) An employees who has a qualifying life event and are eligible, as defined by ORS 657B.010, or their designee, must notify the State of Oregon and the COUNTY of the need to take Paid Leave Oregon (PLO) leave thirty (30) days before a foreseeable qualifying reason. In an emergency, an employee, or their designee, must notify the COUNTY of the need to take PLO within twenty four (24) hours of the commencement of the leave and must provide written notice within three (3) days of starting leave.

(B) As outlined in the Administrative Procedures Manual (APM) Chapter 3, Section 35, employee's may be eligible for a maximum of twelve (12) weeks of PLO per benefit year, with an additional two (2) weeks for limitation related to pregnancy.

(C) Replacement wages will be paid by the State of Oregon. If the replacement wages do not equal the employee's gross base wage, the employee may choose to offset the reduction from their regular pay by charging time to their accrued leaves. Employees may also be eligible for Non-Occupational Disability Leave as outline is Section 5 below.

(D) Employees who are on PLO leave shall not accrue Time Management (TM).

(A)(E) PLO, Non-Occupational Disability Leave, and FMLA/OFLA leaves run concurrently, unless otherwise prescribed by law. See the COUNTY's APM for more information.

~~Section 4~~-Section 5. Non-Occupational Disability Leave

(A) All employees who have completed six (6) months of regular employment with the **COUNTY** will be granted an eighty (80) hour Elimination Period Bank (EPB).

(1) This EPB may only be used for the continuous 80-hour elimination period for approved Short Term Disability (STD) leave and once used will not be renewed.

(2) The EPB may not be donated or sold (converted), even at termination, nor does it accrue regular TM when used.

(B) After the first of the month following (six) 6 months of employment~~After completion of six (6) months of employment~~ and Paid Leave Oregon (PLO) coverage has been determined, or

notification of intent to not file has been received, if a non-occupational illness or injury exceeds the elimination period, the **COUNTY** will provide compensated time off at the employee's regular rate of pay for the first two (2) weeks, or any part thereof, of disability; at ninety percent (90%) pay for the next two (2) weeks, or any part thereof; at eighty percent (80%) pay for the next two (2) weeks, or any part thereof; at seventy percent (70%) for the next two (2) weeks, or any part thereof; and at sixty-six and two-thirds percent (66-2/3%) for any remaining disability period. All disability leave pay is less any Workers' Compensation or PLO benefits for which the employee may be **entitled-receiving** following the elimination period until the employee is released to return to work up to a maximum of ninety (90) days within one hundred five (105) calendar days from the first day of absence for a specific illness or injury. The date on which an employee is unable to report to work due to a specific illness or injury will be the first day of absence for purposes of establishing qualifications for disability leave.

- (C) The employee will be required to **provide PLO claim information or submit a signed statement of intent to not file for PLO and** satisfy the eighty (80) hours elimination period prior to qualifying for disability leave benefits. **An employee must provide Paid Leave Oregon (PLO) claim information to the designated absence management provider or submit a signed statement of intent to not file for PLO, in order for STD payments to be calculated.** Employees may use EPB or time management balances during the eighty (80) hour elimination period. Once the eighty (80) hours are satisfied, no additional time management will be charged for the same illness or injury so long as the elimination period and the disability leave do not exceed a total period of one hundred five (105) calendar days from the first day of absence or eligibility for long-term disability insurance coverage, whichever occurs first. However, an employee whose disability leave exceeds two (2) weeks beyond the elimination period, thereby becoming eligible for a reduced percentage of pay, must offset the reduction from their regular pay by charging time to their accrued time management or vacation leave balance. Disability leave, including but not limited to the elimination period and paid leave hours, shall be prorated for part-time employees.
- (D) It is understood that disability leave for any reason shall not exceed that period during which the employee is in fact physically unable to return to work, as substantiated by the employee's physician.
- (E) It is understood that any time off charged to disability leave pursuant to this Section may require substantiation to the satisfaction of the **COUNTY** prior to compensation. Failure to provide satisfactory substantiation will result in denying compensation and may result in disciplinary action pursuant to Article 5, Discipline and Discharge, of this Agreement.
- (F) Employees who have hours remaining in the Extended Illness Bank shall not lose those hours. However, no additional hours will be added to this bank. Extended Illness Bank hours may be used for the sole purpose of off-setting the use of Time Management hours to meet the eighty (80) work hour elimination period prior to the start of disability leave. After sixty (60) work hours have been charged to the Time Management balance, the remaining hours of the elimination period shall be charged to any remaining balance in the employee's Extended Illness Bank until the employee has exhausted Extended Illness Bank hours.
- (G) Employees who are on disability leave shall not accrue Time Management. However, if an employee returns to work, with an appropriate medical release, they will accrue Time Management for the actual hours worked.
- (H) Employees who have exhausted the ninety (90) calendar days short-term disability leave and who have a medical prognosis to be able to return to full duty within the next ninety (90) calendar days may request up to an additional ninety (90) consecutive calendar days of leave without pay.

Section 5-Section 6. Bereavement

- (A) Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family to a maximum of three (3) days (need not be consecutive) pay, or if out of state travel is required, one (1) weeks' pay, at the regular straight time hourly rate. The **COUNTY** may require verification of the family status. Immediate family shall be defined as mother, father, spouse, Registered Domestic Partner, domestic partner (affidavit on file), sister, brother, child (biological, adopted, foster, step-child, or the child of an employee's registered domestic partner),

grandparent, grandchild, stepmother, stepfather, father-in-law, mother-in-law, son-in-law or daughter-in-law, grandparent-in-law, sister-in-law, brother-in-law, parent of registered domestic partner, a person with whom the employee is or was in a relationship of in loco parentis or any other relative residing in the employee's immediate household or any other relationship defined in the Administrative Procedures Manual. Leave must be taken within ~~thirty (30) days~~twelve (12) months of death.

- (B) An employee may also be entitled to OFLA bereavement leave. This OFLA bereavement runs consecutively to County paid bereavement leave and is unpaid unless the employee elects to use time management. OFLA bereavement leave must be taken within sixty (60) days of the death and only for those individuals recognized by OFLA as immediate family.

Section 6-Section 7. Jury Duty

An employee called for jury duty, or subpoenaed as a state's witness in any Municipal, **COUNTY**, State or Federal Court shall, upon receipt by the **COUNTY** of all fees paid to the employee for such service, be reimbursed for loss of wages incurred as a result of such service. Employees called for jury duty on a day when they are not scheduled to work shall be allowed to retain fees paid to the employee by the court for such service. The **COUNTY** shall not change an employee's normal work shift because of jury duty.

Section 7-Section 8. Leave of Absence

- (A) Leave of absence for good cause may be granted by the **COUNTY** provided that such leaves do not significantly disrupt normal **COUNTY** operations.
- (B) Leaves of absence shall be without pay except as specified elsewhere in this Agreement. Leaves of absence may be requested prior to the use of any accumulated leave time.
- (C) No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves shall be in writing and applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.
- (D) With the exception of military active duty, Peace Corps, and **UNION**, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval of the **COUNTY** Administrator.
- (E) An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned, and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work by reasons of sickness, physical disability, or any other legitimate reason acceptable to the **COUNTY** beyond the control of the employee, and has received approval for an extension of such leave.
- (F) Military leave with pay may be extended to an employee ~~who has been employed for six (6) months or more and~~ who is a member of the National Guard or of any reserve component of the Armed Forces, for a period not to exceed fifteen (15) consecutive calendar days or eleven (11) work days in any ~~calendar~~training year. The training year coincides with the federal fiscal year (October 1 – September 30).

Section 8-Section 9. Unexcused Absence

Absence of an employee from duty, including any absence for a single day or part of a day, which is not authorized by a specific grant or leave of absence under the provisions of this Agreement, shall be deemed to be an unexcused absence without pay and subject to disciplinary action up to and including discharge as provided for in Article 5 of this Agreement.

Section 9-Section 10. Subrogation

Any employee who sustains any illness or injury and continues to receive their regular wages from the **COUNTY** shall be obligated to return to the **COUNTY** any payment they may receive reimbursing them

for lost wages from a third party(ies). For example, if the employee is a victim in a motor vehicle accident and recovers lost wages from a third party(ies) or the third party's(ies') insurance carrier, the employee must reimburse the **COUNTY** for the disability wages paid to them by the **COUNTY**. In addition, it is recognized that the **COUNTY** has a right to initiate or join any proceedings against a third party(ies) to seek reimbursement of disability wages.