ARTICLE 11 SICK LEAVE

See Article 10. Paid Time Off (PTO)

Section 11.1 On-The-Job Accident. Any nurse who sustains an accident while on the job for the County, which results in a compensable worker's compensation claim, shall be covered under the County's workers' compensation program.

A decision on acceptability/compensability of a claim is normally made within the first fourteen (14) days of an injury or illness and if not, the insurance carrier is required to pay time-loss during the term of the investigation or until such time as compensability is determined. The County shall allow employees who file a workers' compensation claim to use sick, PTO vacation or compensatory accruals during the first fourteen (14) calendar days of an alleged workers' compensation injury or illness. Once the worker's compensation carrier either accepts the claim or commences payment of time-loss to the nurse, the County will cease salary payments chargeable to the above-mentioned leaves until the nurse returns to work. The nurse will rely on time-loss payments from the workers' compensation carrier for their compensation.

The computed hourly rate normally used for payroll computation purposes during any given payroll period shall be used for computing compensation chargeable to leave from the County under this section.

During the term of the workers' compensation claim, the County shall continue full insurance coverage for Association nurses enrolled prior to the workers' compensation injury or illness. This continuation provision shall not extend for a period greater than that, which is specified in the County's Personnel Policies, or six (6) months, whichever is greater.

For injuries or illness which extend for partial calendar months, the County will make up for...
any premium co-payment which is not covered by the nurse’s normal payroll. For injuries, which extend beyond a calendar month, the County will pay the full premium, including any co-payment, which the nurse was required to pay.

Section 11.2 Continued PTO Credit. In case of an absence due to an illness or injury, a full-time regular employee shall continue to earn PTO for a maximum period of six (6) months (1040 hours). A part-time regular employee’s ability to earn PTO shall be pro-rated in direct proportion to their established FTE. In leave without pay situations, accruals do not continue with the exception of workers’ compensation and approved FMLA leaves.

Section 11.3 Scope. Nurses may use PTO or sick leave as per in Article 10 for the treatment of a recognized mental health condition, illness or injury, during which the nurse is unable to adequately perform their normal work duties or, whenever as a result of the foregoing it is necessary to seek medical, psychological or dental assistance, or if it is necessary for the nurse to be quarantined. The County, at its discretion, may require the nurse to leave the workplace if it is reasonably believed that the nurse’s illness presents a risk to the health or safety of other employees. If the County requires the nurse to leave work, PTO sick leave accruals may be utilized if available. PTO Sick leave may also be used in the case of an illness in the nurse's immediate family, as defined in Section 1 of this Article, provided that the nurse states that it is medically necessary for them to care for the immediate family member. Additionally, PTO sick leave may be used for normal medical or dental check-ups without relation to illness or injury. As used in this Section, the term medical includes all services provided as part of the healing arts by Medical Practitioners who are legally licensed to practice. Nurses using PTO sick leave for any reason must give reasonable notice to the Department Director.

Section 11.4 Retirement, Disability or Death. Those nurses hired before August 1, 1999 who at the time of retirement, are fully qualified to receive Oregon Public Employees Retirement System (PERS) benefits shall have the option to receive payment of up to three-fourths (3/4) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary.
for retirement benefits by PERS in accordance with the provisions of any applicable statutes.

Nurses hired on or after August 1, 1999 shall have the option to receive payment of up to one-half (½) of their accumulated sick leave in cash, and their remaining accumulated sick leave shall be used to calculate their final average salary for retirement benefits by PERS in accordance with the provisions of any applicable statutes.

In case of an employee's death or permanent disability, the nurse or their designated beneficiary shall receive full payment for all accrued sick leave.

Nurses hired on or after October 1, 2002 shall not have the option of receiving payment of accumulated sick leave upon retirement.

Section 11.5 Unused Sick Leave Conversion. At the completion of each fiscal year, each nurse, regardless of years' service, may convert unused sick leave into vacation leave at the rate of two (2) hours of sick leave for one (1) hour of vacation. Beginning with the 1999-00 fiscal year, each nurse with ten (10) years' service and beyond may convert unused sick leave into vacation leave at the rate of one and one-half (1½) hours of sick leave for one (1) hour of vacation. This shall be done as follows:

1. Each full-time nurse must maintain a minimum sick leave bank of eighty (80) hours to be reserved for sick leave. Part-time nurses shall maintain a minimum sick leave bank on a pro-rated basis according to their established FTE.

2. Only sick leave accrued in the immediate prior fiscal year, less sick leave used in the immediate prior fiscal year, may be converted. As applied to this Article, the fiscal year will end on June 30th.
3. All conversions must be accomplished during the period of July 1st through July 31st of each fiscal year, or at the time of voluntary termination.

4. Sick leave conversion options shall not apply to any nurse who is terminated or discharged for cause.

Section 11.5 in its entirety is not available to nurses hired on or after October 1, 2002.

**Section 11.6 Sick-Leave Donations.** This section provides a method for nurses to transfer or donate some of their accrued PTO or sick leave to a fellow employee who is out of sick leave and is temporarily off work due to a catastrophic or chronic illness, hospitalization, operation or accident. Leave may also be donated for an employee off work and out of sick leave in order to care for an immediate family member, defined as spouse, domestic partner, parent, child or other person living in the household, who meets the medical conditions defined above.

In order for a nurse (donor) to transfer PTO or sick leave to another employee (donee), the following conditions must be met:

1. The donated PTO or sick leave may only be used for a catastrophic or chronic illness, hospitalization, operation(s) or accident.

2. The donee must have exhausted all sick, compensatory and all but forty (40) hours of PTO or sick leave prior to requesting donations.

3. Once the donee becomes eligible for Long Term Disability, requests for PTO or sick leave donations will not be granted.

4. Donor must maintain a minimum bank of eighty (80) hours PTO or sick leave (prorated by FTE) that is not eligible for transfer.

5. PTO or sick leave hours cannot be transferred upon donor’s termination of
ONA reserves the right to add, change, modify or delete any of the above proposals at any time during negotiations.

6. Donee requests for PTO or sick leave donations must be approved by the Human Resources DirectorManager. Only donee or Department Head is eligible to request PTO or sick leave donations. Requests must be accompanied by acceptable medical documentation. Upon approval, donation requests will be made by the HR DirectorManager to County employees. If requested, all information regarding specific details of the medical emergency and/or the donee’s name will be kept confidential.

7. Donated PTO or sick leave will be used on a first-in, first-used basis. Any donated PTO or sick leave that is not utilized by donee to meet their leave needs related to the specific donated leave request, will be returned to the donor.

8. The County will continue to pay the employer’s share of the medical and dental premiums while the nurse is receiving long-term disability and is employed by the County.

9. Upon presentation of proper medical authorization of ability to return to work, any nurse who is terminated from employment while on long-term disability will be given recall rights for eighteen (18) months following termination.
ARTICLE 17 SENIORITY

Section 17.1 Definition. The seniority unit shall be the bargaining unit and defined as the total hours of service within the ONA bargaining unit.

Section 17.2 Acquisition of Seniority. A nurse shall acquire seniority at the end of their probationary period. The nurse’s seniority will date back to the date of hire as a regular bargaining unit nurse. When a nurse acquires seniority, their name will be placed on the seniority list indicating hours of service within their job classification, department, and County, in the order of their seniority.

Section 17.3 Seniority List Posting. The Health Department shall maintain and distribute by email current seniority list in accordance with the requirements of Section 2. Such list shall be updated at least quarterly. In case of dispute, official records shall be those maintained in the Human Resources Department.

Section 17.4 Definition of Lay-Off. A layoff is defined as:

1. Any involuntary separation of a regular nurse from the County due to the elimination of a position.

2. Any involuntary change in employment category.

3. Refusal of nurse to accept mandatory increase in hours.

4. Any involuntary reduction of hours.

Section 17.5 Lay-Off. Should it become necessary for the County to lay off one or more nurse, the County shall determine the specific positions eliminated and shall give each affected nurse(s) and the Association a minimum of six (6) weeks’ notice. Reductions in the work force will occur in the following order:
1. Nurses within the affected classification and department may volunteer for lay off.

2. Temporary nurses;

3. Probationary nurses;

4. Limited Duration nurses;

5. Regular and seasonal nurses in inverse order of seniority within the affected classification.

For the purposes of layoff, regular full-time, regular part-time and seasonal positions are treated together. A nurse who is laid off may bump within the nurse's classification, the least senior nurse from the position for which they are qualified according to the following criteria:

1. meets the minimum requirement for the job classification; and

2. is able to perform the work of that classification without extensive training in a service-specific essential job skill. Orientation will be provided to the nurse for the new position.

The bumped nurse may bump any nurse in accordance with the above provisions.

Extensive is defined as training requirements sufficient to legitimately deny bumping such as a certification or formal recognition of a service-specific essential job skill the absence of which would prevent the nurse from performing that service.

Nurses who receive layoff notice will notify the County of their intent to exercise bumping rights within two (2) weeks of the notice.
Section 17.6 Recall. A nurse who is laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, nurses will be recalled in the inverse order of lay-off, provided they are qualified at the time of the recall to perform the work in the job classification to which they are recalled without extensive training. A recalled nurse shall be notified by first class mail and shall be given ten (10) working days from the date of the mailing of the notice in which to report for work.

Official records of the mailing of notices are those maintained in the Human Resources Department. It shall be the nurse’s absolute and complete responsibility to maintain their current address with the Benton County Human Resources Department. Eighty (80) hours of orientation shall not be considered training pursuant to this Section.

Section 17.7 Scheduling. Seniority will be considered in the assignment of shifts, days and hours of work, and will be given preference so long as departmental efficiencies are not adversely affected.

Section 17.8 Filling of Vacancies. Whenever the County seeks to fill a vacancy within the bargaining unit, the County shall post the job announcement with the job description, qualifications and requirements of the vacancy on the County’s web page for at least ten (10) working days before the filling of the vacancy, post notice with the job description, qualifications and requirements of the vacancy on the departmental bulletin board and provide notice to the Association. The County may close a specific recruitment to an intra-departmental promotion, thus limiting application to current departmental staff. If the promotional recruitment fails, a general recruitment will follow. If more than one (1) qualified ONA nurse applies for the position, the County shall provide preference to the nurse with the greatest seniority, provided that all other objective merit factors are equal.

Section 17.9 Seniority During Periods of Disability. Nurses who are on disability leave and are receiving income from non-County sources, shall not accrue seniority hours.
Section 17.10 Continuous Service. A nurse’s continuous service seniority shall be considered broken by voluntary resignation, discharge for just cause, retirement, and lay-off in excess of eighteen (18) months. Seniority shall not accrue during any period of leave without pay.