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 any leave accrual—sick, 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 any sick-leave accrual 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, any sick-leave accruals may be utilized if available. Any leave accrual 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, any leave accrual 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 sick any leave accrual 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 statues.

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
6. Donee requests for PTO or sick leave donations must be approved by the Human Resources Director. 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 Director 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 22 MISCELLANEOUS PROVISIONS

Section 22.1 Personnel File. No disciplinary or corrective information of any kind whatsoever, shall be deemed official, or usable against any nurse unless it has been received in Human Resources, date stamped, bears the signature of the nurse, and is included as part of the nurse’s official personnel file.

The nurse’s signature only confirms having received a copy of the material but does not indicate agreement or disagreement. In the event the nurse refuses to sign it, the County may place the document in the file, provided it is signed by two (2) management or supervisory nurses and mailed to the nurse’s address of record.

Section 22.2 Job Sharing. Job sharing, which is the sharing of an authorized full-time position by two nurses, may be allowed at the discretion of the County with notice to the Association. Both nurses shall agree in writing to the conditions of the sharing as determined by the County. The position may revert to its previous status at the discretion of the County, if one (1) of the persons sharing the position is no longer employed in the position, or if the sharing is deemed unsatisfactory by the County. A job-share shall not be implemented unless approved in writing by the Human Resources Manager.

Section 22.3 Mileage Pay. Nurses who are required to use their personal vehicle in the performance of their duties as a nurse for Benton County shall be paid at the rate approved by the Board of Commissioners and noted in the Personnel Policies. Odometer records must be included with reimbursement requests, and private mileage shall be authorized in advance by the Department Director. In all cases, mileage reimbursements shall be measured from the nurse’s work site to the assigned duties and return to the work site. Future adjustments shall apply when approved by the Board of Commissioners.

Section 22.4 Contract Work. During the term of this agreement, the County shall not contract or sub-contract public work now performed by nurses covered under this agreement which would
result in the loss of employment of a member of the bargaining unit, provided that such public work is being accomplished in the most efficient and cost-effective manner available to Benton County.

Section 22.5 Negotiations. The County agrees to pay up to three (3) up to four (4) two (2) Association members their regular pay for periods of contract negotiations which occur during their working hours and during the County business day of 8:00 a.m. through 5:00 p.m. No regular pay or overtime pay shall apply to periods of negotiations occurring outside of the business day or outside of the nurse’s working hours.

Section 22.6 FTE Modification. When a position’s established FTE is temporarily changed (increased or decreased) for a period of ten (10) consecutive working days or longer, all appropriate benefits shall be pro-rated in conformance with the changed FTE on the first day of the month following the change.

Section 22.7 License Fees. County will pay for the Drug Enforcement Administration (DEA) license when the County deems it advantageous for a Nurse Practitioner(s) position to have the license.

Section 22.8 Fiscal Year. Fiscal year is July 1st through June 30th. The year ends June 30th wherever fiscal year is referenced.