

ARTICLE 12 - UTILIZATION OF BENEFIT TIME

12.1.1 Scheduled Time Off. Except where otherwise provided by law or by a specific provision of this Agreement, vacation/holiday/REQ or compensatory time must be used for all prescheduled time off taken by an employee and will count towards fulfilling FTE or Minimum Required Shifts (MRS). **When a clinic or unit is closed due to a holiday or clinical operations necessitates reduced nurse scheduling, a nurse may use REQ to fulfill their FTE.**

12.2 Unscheduled Absences. Unscheduled absences due to illness shall be compensated from employees' sick leave or compensatory time banks. Employees may not access their vacation/holiday time bank for unscheduled absences unless (1) the absence is **protected by Federal, State, or local law** FMLA/OFLA-qualified (in which case the employee may elect whether to use vacation/holiday/REQ time) or (2) as provided in Section 12.2.1 below. Unscheduled absences for personal reasons for which sick leave is not allowable under Article 14 (e.g. tardiness or unexpected early departure) shall be compensated from employees' vacation/holiday time or compensatory time banks. The Employer's willingness to allow the use of benefits intended for scheduled leave time for these incidental unscheduled absences does not protect the employee from discipline for excessive and/or unauthorized absenteeism, if warranted in the judgment of the Employer **in accord with Section 6.10 – Discipline and Discharge.**

12.2.1 Special requests for use of vacation/holiday time. Employees wishing to use vacation/holiday/REQ time for unscheduled absences due to illness will make the request for such use in writing to their immediate supervisor and the appropriate Director. The immediate supervisor will review the employee's **request record** and forward to the appropriate Director an evaluation of the employee's individual circumstances. The Director's decision will be communicated via email to the nurse with a copy to the nurse's immediate supervisor and the Association's labor representative. Such leave shall not be unreasonably denied if the request follows the depletion of a nurse's complete sick bank due to an FMLA/OFLA-qualified absence **protected by Federal, State, or local law.** Denials may be appealed in accordance with the expedited grievance process set forth in Section 22.5.

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12.3 Return from Educational or Military Service. Should an employee wish to take a vacation within three (3) months of return from educational or military leave without pay, vacation leave without pay may be granted by the Employer if scheduling of work permits. The vacation period in this instance may not exceed fifteen (15) calendar days and any accrued vacation/holiday or paid leave time earned prior to the proposed leave date will be utilized first.

12.4 Cashout of Benefit Time.

12.4.1 Pay upon termination or layoff. All accrued and unused vacation, **sick, and compensatory time** benefits pursuant to Section 11.4 shall be paid to an employee after at least six (6) months of service upon termination of employment, or upon layoff as defined in Article 20.

12.4.1 Change in status to resource nurse. Employees who change their status from a regular position to a resource nurse position shall have the option to (1) be paid all accrued and unused vacation time pursuant to Section 11.4 and compensatory time pursuant to Section 9.4 at the time of the change of status; or (2) retain up to 120 vacation hours available for use if the nurse returns to an FTE status in the future. If a nurse chooses to retain hours and subsequently terminates employment, the nurse may cashout the retained hours pursuant to Section 12.4.1.

12.4.2 Voluntary cashout. Employees will be afforded the opportunity to request cash out of accrued but unused vacation and compensatory leave hours. Requested cash out hours must be accrued and paid in the calendar year following the request, and employees must have 120 hours of vacation accrued ~~on December 31~~ **on the last day of the last full pay period** of the year in which the request is submitted to be eligible for the cash out in the subsequent year. The two cash-out dates each year when the elected hours may be paid are pay period 12 and pay period 25. The cashout election is irrevocable. The nurse must elect which one of the two cash out dates when payment will be made. Hours available for cashout are limited to those that accrue in the year for which cashout is requested. The hours will be converted to cash at the **regular rate of pay** ~~base pay rate~~ on the employee's primary assignment in effect at the time cashout occurs. Hours designated for cash-out will not be available for vacation use. When an employee requests a voluntary cash-out, the first hours of vacation matching the employee's request for cash-out that the

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employee accrues in the following calendar year will be held in a separate bank and be unavailable to use for any paid time off. **Hours held in the cashout bank will not count towards the maximum vacation hour limits.** Nurses are not allowed to access hours accrued in a prior period to reach the original cashout elected. Maximum cashout of vacation/holiday time allowed is one hundred and fifty (150) hours per calendar year

12.5 Vacation Donation Pool.

12.5.1 Donation eligibility. A regular employee, after having completed their trial service period with the Employer, may be eligible to receive donations to the employee's sick leave bank from an institution-wide pool maintained by the Employer ("Pool") only if all the conditions described below are met:

a. The employee is absent from work due to a medical emergency, which is defined as a medical condition of the employee or a medical condition or death of a member of the employee's immediate family or household, as defined below **in 12.5.2, or leave for protection of victims of certain crimes, as defined in 15.1.6,** that will require the employee's absence from work for a period of ten (10) consecutive days or more.

Unless provided to the contrary by law, the employee has the responsibility to arrange for the care of the ill or injured immediate family or household member; and

b. The employee has exhausted all vacation, compensatory time and sick leave as of the date of the donation request; and

c. The employee is not receiving disability insurance benefits, worker's compensation coverage or retirement benefits.

Employees who believe that they meet these criteria may make a request for donation eligibility by contacting Human Resources. Human Resources will review all such requests to **ensure** ~~assure~~ adherence to these criteria. Employees may indicate whether they

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wish their eligibility to be revealed to potential donors.

12.5.2 Immediate family and household member. For purposes of this section, immediate family member is defined as the employee's spouse, domestic partner, parent (including biological, adoptive or foster parent, parent-in-law, or parent of domestic partner), child (including biological, adopted, step or foster child, child-in-law or child of domestic partner), sibling ~~brother, sister,~~ grandparent or grandchild, or the equivalent relatives of an employee with a domestic partner, or any person whom the nurse is connected to like a family member. Household member is defined as a person who lives in the same residence as the employee over a sustained period of time.

12.5.3 Donation process. The Pool shall consist of vacation hours donated voluntarily by employees. Bargaining unit members may donate vacation hours to the Pool at any time. They may not donate more vacation hours than they accrue during the calendar year. Donations to the Pool shall be converted to a dollar amount based upon the donor's salary rate. Once hours are donated, they may not be returned to the donating employee.

Eligible employees may receive donations from the Pool to their sick leave bank up to a maximum of 480 hours per calendar year. Donations to the recipient employee's sick leave bank shall be at their hourly rate. Eligible employees may apply for funds in the same pay period that they will exhaust their accruals in anticipation of other accruals/benefits ending and do not need to wait until their accruals exhaust to apply. Donated sick leave may not be cashed out.

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