

ARTICLE 14 - SICK LEAVE

14.1 Accrual of Sick Leave. All regular employees are eligible to accrue sick leave benefits. Eligible employees will earn hours **.0554 .0462** for each compensated hour (with the same exceptions that are set forth in Section 11.1), up to a maximum of **113 ninety-six (96)** hours per year. In accordance with and subject to Oregon's sick time law, as set forth in ORS 653.601 through 653.661, resource nurses will accrue sick time at the rate of **.04 .0333** hours for each compensated hour (with the same exceptions that are set forth in Section 11.1) up to a maximum of **sixty (60) forty (40)** hours per year, or as otherwise provided by law.

14.2 Utilization and Payment of Sick Leave. Sick time may be utilized for any of the purposes allowed in the applicable Federal, State, or local law, and for necessary medical or dental care. The Employer will administer this benefit in compliance with these laws. Sick time shall be paid at the **regular straight** rate of pay **except as required otherwise by Oregon's sick time law**. Accrued and unused sick time hours **will be cashed out (as referenced in 12.4.1) are not subject to cashout or otherwise payable** upon termination of employment.

14.3

14.3.1 Ill or injured family member. Other than in instances involving the FMLA, ~~or~~ OFLA, or PLO, the employee has the responsibility to make arrangements, within a reasonable period of time, for the care of the ill or injured family or household members for which the employee initially took a leave of absence.

14.3.2 Medical and dental appointments. Employees will make every reasonable effort to schedule non-emergent medical and dental appointments during non-scheduled hours. If such efforts fail, then the employee will, **to the extent not inconsistent with Oregon state law**, obtain approval for attending the appointment **that could interfere with working hours** with their immediate supervisor. Reasonable ~~Such~~ requests will not be **unreasonably** denied. ~~If a nurse must attend an appointment during a scheduled shift, If the request is approved, the employer shall be responsible for providing coverage when necessary to the extent possible.~~

14.3.3 Sick leave without pay. After earned sick leave has been exhausted, the employee must request and the Employer

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shall not unreasonably deny **may grant** sick leave without pay.

14.4 Wellness Days. Each nurse shall have a separate bank of two (2) ~~one (1)~~ Wellness Days per calendar year in addition to other paid leave. To encourage use of wellness days, the wellness bank will have a maximum balance of two one days. Nurses will be able to use their sick/vacation/comp time to cover the wellness time off. Wellness Days may be prescheduled with manager approval or replace ~~prescheduled~~ sick leave. Requests will not be unreasonably denied. Wellness days that replace a sick leave shall not be an occurrence. Employees will not receive occurrences for use of a wellness day in place of sick leave as long as they have enough wellness leave to cover their absence and follow the applicable department call-out policy. Nurses will be able to request one wellness day per calendar year. Nurses will be able to use their sick/vacation/comp time to cover the wellness time off. These days will need to be prescheduled and approved by the manager. Requests will not be unreasonably denied.

14.4.1 If a Wellness Day is requested after the schedule is posted, and is not replacing a sick day ~~Prior to obtaining coverage,~~ the nurse must review their request with the manager or designee (in person, via email, or through Employer's timekeeping system) to determine whether operational needs would be satisfied ~~(subject to the limits above)~~ if the request were approved. **Schedule adjustments resulting from such requests may not lead to overtime.** Upon agreement by the manager, the employee may seek to obtain coverage either by trading shifts with another nurse or by recruiting a part-time nurse or a resource nurse to pick up additional shift(s). The manager may also choose to approve time off without requiring the employee to obtain coverage.

14.5 Physician or Practitioner Certification of Illness or Injury. ~~Certification from a provider shall not be required for nurses who utilize sick leave unless~~ **Nurses do not need to obtain a certification of illness or injury from a physician or practitioner unless requested by the Employer.** ~~Certification of an attending physician or practitioner may be required by the Employer (1) if the employee is absent in excess of three (3) consecutive scheduled days, (2) if the Employer has reasonable grounds to suspect that the employee is abusing sick leave privileges, or (3) to determine whether the employee should be allowed to return to work where the Employer has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.~~ **One hundred percent (100%) of out-of-pocket costs related to obtaining required provider**

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certifications shall be paid or reimbursed by the Employer. Managers shall provide resources on leaves to any nurse who has been required to obtain such provider certifications.

14.6 Accrued Sick Leave Credits Following Termination. An employee shall have all of their accrued sick leave credits reported to the Public Employees Retirement System for accreditation purposes upon termination of their employment with the Employer. Employees who have been separated from service with the Employer for reasons other than retirement or termination for cause and who return to a position (except as a temporary employee) within 90 days of separation shall have unused sick leave credits accrued during previous employment restored.

14.7 Optional Conversion of Sick Time to Vacation Hours
~~Incentive for Reduction of Unscheduled Absences. To encourage employees to responsibly manage unscheduled time off,~~ **I**the Employer will afford benefit eligible nurses the opportunity to convert sick leave hours accrued during the prior calendar year to accrued vacation hours, provided that at least thirty-six (36) accrued hours remain in the nurse's sick leave bank. The opportunity to convert will be based on an employee's limited number of unscheduled absences during the prior calendar year. Eligible employees must have been employed during the entire prior calendar year at .5 FTE or above. Conversion must be exercised no later than January 31, and will be processed in the first full pay period following January 31 of each year. Conversion shall occur as follows:

Employees with no unscheduled absences during the calendar year will have the option to convert up to twenty-four (24) sick leave hours to vacation/holiday hours.

Employees with one (1) unscheduled absence during the calendar year will have the option to convert up to sixteen (16) sick leave hours to vacation/holiday hours.

Employees with two (2) unscheduled absences during the calendar year will have the option to convert up to eight (8) sick leave hours to vacation/holiday hours.

For purposes of this section, an unscheduled absence shall be defined as the employee's full regularly scheduled shift (e.g., 8 hours, 10 hours or 12 hours) not mentioned as "prescheduled" in a comment in the timekeeping system or that is entered into the Employer's timekeeping system on the same day that the employee is out or on a date after the sick day.

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