ARTICLE 14 - SICK LEAVE

14.1 Accrual of Sick Leave. All regular employees are eligible to accrue sick leave benefits. Eligible employees will earn .0462 hours for each compensated hour (with the same exceptions that are set forth in Section 11.1), up to a maximum of 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 .0333 hours for each compensated hour (with the same exceptions that are set forth in Section 11.1) up to a maximum of 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 Oregon’s sick time law, FMLA or OFLA, 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 straight rate of pay except as required otherwise by Oregon’s sick time law. Accrued and unused sick time hours are not subject to cashout or otherwise payable upon termination of employment.

14.2.1 Ill or injured family member. Other than in instances involving the FMLA or OFLA, 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 member for which the employee initially took a leave of absence.

14.2.2 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, make a reasonable effort to find a replacement or to give seven (7) days’ advance notice of the obtain approval for
attending the appointment that could interfere with working hours with their immediate supervisor. Reasonable requests will not be denied.

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

[moved to 15.1.6: 14.3—Bereavement Leave....]

14.3 Wellness Days. Nurses will be able to request one wellness days 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.

14.3.1 Prior to obtaining coverage, the nurse must review his/her 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.

14.4 Physician or Practitioner Certification of Illness or Injury. 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.

14.5 **Accrued Sick Leave Credits Following Termination.** An employee shall have all of her/his accrued sick leave credits reported to the Public Employees Retirement System for accreditation purposes upon termination of her/his 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.

14.6 **Incentive for Reduction of Unscheduled Absences.** To encourage employees to responsibly manage unscheduled time off, 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 sick or on a date after the sick day.

14.7 Oregon Family Medical Leave Insurance (OFMLI)

A. Employer Pickup of .6%

Employer shall pay any employer and employee assessments required by the State of Oregon as part of any implementation of Oregon Family Medical Leave Insurance (OFMLI) under ORS Chapter 657B. The employees do not have the option of receiving the assumed amount directly. Employee compensation shall not be reduced and the employer shall provide the additional amounts necessary to make all contributions required under OFMLI program.

In the event the employer elects to be classified as an Equivalent Plan under ORS Chapter 657B, the employer shall assume and pay any amounts required under that equivalent plan for both employer and employee contributions. There shall be no deduction in pay as a result of an employer participating in an equivalent plan.
In the event the employer elects to be an equivalent plan, and the plan is subsequently no longer designated as an equivalent plan, the employer shall be solely responsible for any assessments from the State of Oregon for such a change in designation.

B. Coordination of Benefits

Employer shall not reduce any paid benefits, such as sick leave, PTO, or vacation, by any amounts reported as distributed by the OPFLI program. There shall be no change to employee entitlement to receive any type or amount of benefit under this contract as a result of employee participation in the OPFLI or any equivalent plan.