

**Letter of Agreement  
MERC and ILWU Local 28  
Sick Leave Accrual and Use for Part-Time Employees**

This is a Letter of Agreement (LOA) between MERC and ILWU Local 28 (hereinafter referred to as the Local) in regard to Article 16, Sick Leave.

**RECITALS**

- A. The State of Oregon has passed legislation in form of SB 454 requiring protected sick time for all employees, effective January 1, 2016.
- B. The parties wish to establish a clear procedure for paid sick leave accrual and usage for part-time employees.
- C. The parties intend to bargain a Sick Leave provision into their agreement during upcoming successor negotiations but in the meantime would like to add specific sick leave language to their current agreement in order to comply with Oregon Law.

**AGREEMENT**

The parties agree as follows:

Part-time employees may earn and use sick leave accruals under the following criteria:

1. Rate of accrual: employees accrue paid sick leave at a rate of .05 hours per hour paid, excluding overtime. Employees may accrue up to a maximum of forty (40) hours. Employees who reach the 40-hour maximum stop accruing sick leave until they use accrued sick leave and their accrual drops below the 40-hour maximum. Once an employee's accrual balance drops below the 40-hour maximum, the employee will begin accruing sick leave again based on hours paid. Sick leave shall not accrue during unpaid time.
2. Eligibility for Use:
  - a. Employees shall be eligible to use earned sick leave after 60 calendar days of service.
  - b. Sick leave cannot be used until the beginning of the pay period after which it is accrued.
3. Notification: For unforeseen absences, employees unable to report to work shall contact their supervisor and report the reason for their absence at least two (2) hours prior to the start of their shift, unless it is not practicable to provide notice. Employees are then required to provide notice as soon as practicable. For foreseeable absences, employees should notify their supervisor of their need to use sick leave at least 10 days in advance. For qualifying unforeseeable leaves, employees should provide notice as soon as is practicable.
4. Reasons for sick leave use:

Employees may use accrued sick leave:

  - a. For mental or physical illness, injury or health condition, medical care, diagnosis and treatment, or preventive medical care of a mental or physical illness, injury or health condition, for themselves or for a qualifying family member. A qualifying family member includes an employee's spouse, domestic partner, parent, parent-in-law, step parent, and in loco parentis; biological, adopted, step and foster child;

- grandchild, grandparent and grandparent-in-law; sibling and any other person for which the employee is a legal guardian; or as otherwise required by law.
- b. When leave is authorized under the federal Family and Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA), the provisions of Metro's Family and Medical Leave Policy will apply.
  - c. To address domestic violence, harassment, sexual assault, or stalking in accordance with state law and Metro's Domestic Violence, Sexual Assault, Criminal Harassment and Stalking Protections Policy.
  - d. In the event of a public health emergency, which includes closure of the school or place of care of the employee's child, or by order of a public official due to a public health emergency.
  - e. To deal with the death of a family member within 60 days of the date on which the employee receives notice of the death of a family member.
5. Documentation: An employee's supervisor may require the employee to provide a note from a health care provider or other professional supporting the need for leave in the following situations:
- a. If the employee takes more than three consecutive scheduled workdays of sick time.
  - b. If the employee is suspected of misusing and/or abusing sick time.
- Medical verification shall be provided within 15 calendar days after the supervisor requests the verification. Metro will pay any reasonable costs for providing medical verification or certification. Failure to provide requested documentation may result in disciplinary action.
6. Rate of Pay: Sick leave will be paid at the employee's rate of pay for that job and shift for the hours the employee was scheduled to work on that day.
7. Unused Sick Leave at Termination: An employee's accrued sick leave will not be paid out upon termination, resignation, retirement or other separation from employment.
8. Reinstatement: Employees re-employed within 180 days of termination will have their accrued sick leave balance restored. Employees who leave Metro employment prior to 60 days after initial date of hire and return within 180 days of termination shall be entitled to begin using their accrued sick leave after their total combined period of employment with Metro exceeds 60 days.
9. Reporting of Sick Leave to PERS: Metro shall participate in the PERS unused sick leave program. Metro shall report the number of unused sick leave hours to PERS as provided in ORS 238.350. As a result, once an employee is terminated from the agency, there is no carry-over of sick leave hours should the employee be rehired at a later date except as provided in the paragraph above regarding reinstatement within 180 days.
10. Written Notification of Accruals: Metro will provide notification on employees' pay statements of the amount of accrued and utilized sick time.
11. Misuse of sick leave: May be grounds for discipline, up to and including termination.

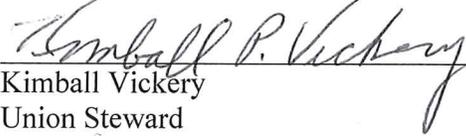
This LOA will become effective upon the last signature below and shall expire in concert with the terms of the parties' collective bargaining agreement.

For Metro:

For ILWU Local 28:

  
Travis Brown  
Labor/Employee Relations  
Metro

11/25/15  
Date

  
Kimball Vickery  
Union Steward  
ILWU Local 28

11/25/15  
Date

