

BSD Response 11.10.21

ARTICLE 15

PAID LEAVES OF ABSENCE

A. Sick Leave

3. Accumulation

Accumulation and transfer of sick leave shall be in accordance with ORS 332.507.

New employees to the District may transfer up to 75 days of unused sick leave from another Oregon school district. Sick leave shall accumulate for all employees on the basis of one day's leave for each month worked up to a maximum of 12 days per year. Sick leave shall be credited to each employee on the first day of active employment and shall consist of one day for each month or major portion thereof on active employment remaining in the employee's regular contract year. Employees will be credited with one day of sick leave for each twenty (20) accumulated working days of at least six (6) hours duration on extended contract outside the regular contract year. Such leave shall accumulate without limit during the continuous service of the employee to the District. Employees shall be responsible for notifying the District of any errors in sick leave accumulation

7. Sick Leave Bank

- a. The Association and the District agree to establish and maintain a sick leave bank to be utilized by those bargaining unit members that have exhausted all paid leave available to them and who cannot work due to their own necessity by extended or recurring ~~their own critical~~ illness. The sick leave bank shall operate as follows:
 1. The District will open a solicitation donation window from the first day of contract until October 1st whereby unit members may voluntarily donate ~~8~~ 46 hours of their earned sick leave to be credited to a sick leave bank.
 2. Sick leave shall be donated in an automated process where staff members may voluntarily donate up to ~~8~~ 46 hours of earned sick leave to the bank by October 1st of each year. Donations are binding and final. Donated sick leave hours shall be made available for use no earlier than three weeks after the close of the solicitation period. Unused sick leave from previous donations may be used

starting from the first work day of the school year.

3. Sick Leave Bank days will be available to bargaining unit members upon recommendation of the Association Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by their own critical extended or recurring illness extending beyond the unit member's accumulated sick leave, Extended Sick Leave if eligible, and Personal Time Off.
4. Application for use of the Bank shall be submitted to the Association Sick Leave Bank Committee for their recommendations. The Committee shall review the request and determine the eligibility of the unit member. A statement from the attending physician verifying the member's illness shall be attached to the application. Grants will be made for a minimum of 5 days and a maximum of 45 days in one calendar year. ~~No more than one grant from the sick leave bank will be allocated to any one member per fiscal year. Bargaining unit grants are not to exceed 45 days in one year.~~
5. The Association Sick leave bank committee will notify the District of its decision to award sick days from the Bank with a notice of the number of days approved.
6. Bargaining unit members compensated for work-related injury or illness are not eligible to draw on the Sick Leave Bank. Bargaining Unit members drawing PERS disability benefits will not be eligible to receive a grant from the Sick Leave Bank. However, a member could be eligible to receive a grant while waiting for PERS to take effect.
7. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
8. Bank grants to unit members will not be carried over from one contract year to another. If a bargaining unit member does not use all of the sick leave days granted by the Bank, the unused sick leave days will be returned to the Bank.

9. Sick Leave contributions by unit members may be made only to the Bank and not to individuals.

B. Personal Time Off

1. A total of four (4) days, non-accumulative per year at regular pay will be allowed for personal business without application or explanation.
2. Personal time off days will not be used to extend winter and spring breaks, holiday weekends or holiday periods, nor can they be used on the first and last days of the contract year nor the first and last student contact days of the year **unless the use is for observance of a religious holiday that falls on such non-use dates.**
3. For exceptions to the days listed in section two above, taking personal time off for extenuating circumstances will be considered upon request made to the principal or supervising administrator.

C. Application for Personal Time Off Donation

~~When an employee has used all available paid leave days and needs donated days due to critical illness or injury, the following procedure will be implemented:~~

1. ~~The employee or designee will notify the Association of the need for donated days. This program will not begin until initiated by the bargaining unit member, member designee or the BEA and will not interfere with the member's extended sick leave entitlement if the member chooses not to participate.~~
2. ~~The Association will notify a Human Resource Administrator of the request.~~
3. ~~The Association will solicit days from the bargaining unit.~~
4. ~~Payroll will process the days as instructed by the District after receiving the information from the BEA President.~~

E. Extension of Personal Time Off for Bereavement and Critical Illness

1. Definitions

a. Immediate Family: Spouse, same-sex domestic partner, children, grandchildren, parents, grandparents, **brothers, sisters** **siblings**, parents of the spouse or same-sex domestic partner, and those in loco parentis to the employee or employee's spouse, or a member of the immediate household whose official residence is the same as that of the employee or for whom the employee is legally responsible.