

## ARTICLE 15: PAID LEAVES OF ABSENCE

### A. Sick Leave

#### 1. Definition

- a. "Sick leave" means the **absence of a member due to their own illness or injury or for any other reason set forth in Oregon sick time law, including the illness or injury of an immediate family member.** ~~illness of an immediate family member or the absence from duty because of illness or non-job-related injury preventing the bargaining unit member from working during the normal contract work~~
  - b. **Bargaining unit members utilizing paid sick leave, including leave received through donation from the sick leave bank, shall receive all benefits related to utilizing paid leaves, including but not limited to the following:**
    - i. **The District shall maintain payment of its portion of the group insurance benefits for the duration of a bargaining unit member's paid sick leave.**
    - ii. **The District shall continue to make employer contributions to OPSRP/PERS during the entirety of a bargaining unit member's paid sick leave.**
2. **Bargaining unit members shall retain access to District electronic infrastructure during paid leaves, with the exception of paid administrative leaves.**
  3. **While on paid leave, bargaining unit members are not required to perform job duties.**
  4. **Bargaining unit members may utilize accrued paid leave in accordance with the applicable state or federal law.**
  5. **The District shall inform bargaining unit members of their rights under PLO, OFLA, and FMLA by maintaining protected leave information on the District website and an annual email.**

#### 62. Pregnancy/Childbirth

- a. Sick leave shall be granted for the period of disability by reason of pregnancy and/or childbirth, so long as the **bargaining unit member** ~~employee~~ commences the leave in accordance with the written certification of the physician confirming the employee was disabled and unable to perform assigned duties. In order to be eligible to receive sick leave for disability after delivery or ~~miscarriage~~ **loss of pregnancy**, the **bargaining unit member** ~~employee~~ shall provide certification of **disability** to the Human Resources Department ~~of disability~~ from the physician as to the term such disability is expected to continue.

~~b.—This section shall not apply should the bargaining unit member commence unpaid Parental Leave prior to the time the physician considers the bargaining unit member disabled and unable to perform assigned duties.~~

**be.** An **bargaining unit member** employee shall have the right to use paid accumulated sick leave for parental leave **in a manner consistent with federal and state law, including FMLA, OFLA and Paid Leave Oregon.** ~~during the first 12 weeks after the birth or adoption of a child, reduced by any period of leave taken by the other parent. Such leave shall be subject to Oregon Law. The bargaining unit member requesting such leave shall give at least 30 days' notice except in extenuating circumstances.~~

### **73.** Accumulation

Accumulation and transfer of sick leave shall be in accordance with ORS 332.507. ~~New~~ **Bargaining unit members** employees **new** to the District may transfer up to 75 days of unused sick leave from another Oregon school district. Sick leave shall accumulate for all **bargaining unit members** 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 **bargaining unit member** 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 **bargaining unit member's** employee's regular contract year. **A bargaining unit member terminating employment who has used more sick leave than their length of employment entitled them to accrue shall reimburse the District for the excess hours paid to them.** **Bargaining unit members** 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 **bargaining unit member** employee to the District. **Bargaining unit members** Employees shall be responsible for notifying the District of any errors in sick leave accumulation.

### **84.** Extended Sick Leave

Upon expiration of accumulated sick leave **all applicable leave balances,** the **bargaining unit member** employee shall be granted additional sick leave compensation according to the **bargaining unit member's** employee's years of experience in the District. An **bargaining unit member** employee shall have the option of utilizing personal time off days before accessing two-thirds salary compensation. The following schedule will apply only once during an employee's career with the Beaverton School District.

- a. 1-5 years of District experience: two-thirds salary for five days
- b. 6-10 years of District experience: two-thirds salary for ten days

- c. 11 or more years of District experience: two-thirds salary for twenty days

Any sick leave days at two-thirds pay used during one of the above periods (e.g., 1-5 years District experience) will be subtracted from the days available during another period (e.g., 6-10 years of District experience). Thus, an **bargaining unit member** who used 5 days sick leave at two-thirds pay under this policy during their first 5 years of District service would be eligible for an additional 5 days of sick leave at two-thirds pay when the **bargaining unit member** employee reached 6-10 years of experience with the District.

This additional non-accumulative sick leave shall not apply to the calculation of retirement benefits under ORS 237.153.

#### 95. Abuse of Sick Leave

Any **bargaining unit member** employee who is absent because of illness for five or more consecutive school days or who shows a consistent pattern in use of sick leave which gives rise to a suspicion of abuse of the sick leave benefit, may be required by the supervisor to file with the Human Resources Department a certificate from the **bargaining unit member** employee's physician attesting to such illness. Such physician's certificate may be required prior to the end of each payroll period during an extended absence.

#### 106. Application to Retirement Benefits

Pursuant to ORS 237.153, the District has requested that the Public Employees Retirement Board add to the gross amount of salary used in determining "final average salary" as defined in ORS 237.003 (12) (for utilization in determining total retirement allowances) the monetary value of one half of the accumulated unused sick leave of each retiring District **bargaining unit member** employee.

#### 117. Sick Leave Bank

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 extended or recurring illness. The sick leave bank shall operate as follows:

- a. The District will open a solicitation donation window from the first day of contract until October 1st whereby unit members may voluntarily donate 16 hours of their earned sick leave to be credited to a sick leave bank.
- b. Sick leave shall be donated in an automated process where staff members may voluntarily donate up to 16 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.

- c. 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 extended or recurring illness extending beyond the unit member's accumulated sick leave, extended sick leave if eligible, and personal time off.
  - d. 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.
  - e. 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.
  - f. 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.
  - g. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
  - h. 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.
  - i. Sick leave contributions by unit members may be made only to the bank and not to individuals.
  - J. **Any bargaining unit member may use sick leave bank donations while also utilizing PLO.**
- 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. Extension of Personal Time Off for Bereavement and Critical Illness **Bereavement Leave**

~~1. Definitions~~

- ~~a. Immediate Family: Spouse, same-sex domestic partner, children, grandchildren, parents, grandparents, 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.~~
- ~~b. Bereavement: Mourning and/or remembrance resulting from the death of a friend, acquaintance or family member.~~
- ~~c. Critical illness: Illness of an immediate family member requiring the presence of the employee.~~

~~2. General Provisions for Extension of Personal Time Off~~

- ~~a. Extensions will only be granted if the employee does not qualify for the same leave under FMLA/OFLA.~~
- ~~b. Members must first exhaust their four (4) personal time off days to be eligible for extended days.~~
- ~~c. A member may make an application for an extension in anticipation of the need. In case the nature of the extension of personal time off makes this impossible, the statement shall be filed immediately upon return to work.~~
- ~~d. The request must be approved by the principal or supervising administrator and a Human Resource Administrator. Verification establishing the need for the leave must be presented to the principal or supervising administrator upon request.~~

~~3. Maximum Number of Extension Days~~

~~A maximum of five (5) extended days may be granted for bereavement or critical illness or a combination of both in a contract year.~~

- ~~a. In case of deaths and funerals of immediate family members, extension of personal time off will be granted for a maximum of five (5) days.~~

- ~~b. In case of illness/injury of members of the immediate family where death is a distinct possibility, extension of personal time off will be granted for a maximum of five (5) days.~~
- ~~c. A maximum of two (2) days of extension of personal time off will be granted for funerals of persons other than members of the immediate family.~~
- ~~d. An employee requesting leave due to critical illness/injury of members of immediate family where, in the employee's absence the family member would be left alone if the employee reported to work, the District will allow a maximum of two (2) days of extension of personal time off per illness/injury.~~

**1. Up to three (3) days of paid leave shall be granted for a death in the employee's immediate family per occurrence.**

**a. For purposes of this section, immediate family is defined as follows:**

- i. Spouse/partner of employee;**
- ii. Children, grandchildren or grandparents of the employee or spouse/partner;**
- iii. Mother, father, or person in loco parentis to the employee or spouse/partner;**
- iv. Sibling of the employee or spouse/partner;**
- v. Step-relatives in the categories listed above.**

**2. Employees may utilize PTO or sick leave to extend a bereavement leave beyond the provided three (3) days.**

**3. Employees may utilize PTO or sick leave for the death of an individual not listed above.**

**4. Employees may also utilize bereavement leave available under state law.**

D. Temporary Military Leave

Time necessary for **a bargaining unit member** employees called into temporary active duty of any unit of the **armed forces** United States Reserve shall be granted for a period not exceeding 15 calendar days in any one calendar year provided such obligations cannot be fulfilled on days when school is not in session. To be eligible for such leave the employee must file military orders with the District at least five (5) days before the leave is to commence. In such cases, an **bargaining unit member** employee who has been employed by the District for at least six months prior to the commencement of temporary leave shall be paid regular pay in addition to any pay received from the armed **forces** services or National Guard.

E. Jury Duty

1. Employees called for jury duty will normally be expected to serve during the period for which they are summoned. A copy of the subpoena shall be filed with the District Human Resources Department.
2. The District may provide a substitute for the days an **bargaining unit member** employee reports for jury duty during the school year in accordance with the established procedure for employee absences. If the ~~regular~~ employee is not on jury duty for the entire school day, they ~~employee~~ must, whenever practical, report to the school for planning or work in the classroom.
3. The District will **make no deductions from the bargaining unit member's pay** ~~reimburse the employee for loss of pay~~ for time spent in service as a juror on days for which the employee is scheduled to work during the normal work year. The provisions of this section do not apply during holidays, recess periods, other leave or during employment on extended contract. Payment received by the employee from the court for jury duty, less mileage allowance paid by the court, shall be paid to the District by the employee, unless jury duty occurs during a period for which the employee receives no pay from the District.
4. Excuse from jury duty may be requested for an **bargaining unit member** employee by the District when the service comes during the first months of school, when the absence of the employee for a prolonged period of time would have an unusually adverse effect upon the students, or when in the opinion of the District, the nature of the employee's assignment is such that an adequate substitute is not available.

F. Court Appearances

1. No deduction shall be made from the salary of an **bargaining unit member** employee for required appearances where subpoenaed as a disinterested witness by a court or governmental body. Salary deductions shall be made for:
  - a. Employees who initiate a cause of action.
  - b. Employees who voluntarily support an action against the District.
  - c. Defendants who are charged with a civil or criminal offense. Salary for days lost due to required court appearance will be paid retroactively upon acquittal or dismissal of the civil suit.
2. Any remuneration to a witness, less expense allowed by the court or other governmental body derived from such appearances, shall be paid to the District.

G. Temporary Leaves for Professional Activities

1. Bargaining unit members who are members of professional organizations may request temporary leave to attend association conferences and conventions or other related professional activities. Permission for such leaves will be considered on the basis of the following criteria:
  - a. Participation in the professional activity will be beneficial to the District and its programs;
  - b. Chief officers and official delegates of the organizations will be given priority;
  - c. Absence of the employee will result in minimum disruption of District assignments;
  - d. All requests on behalf of a local organization must have prior approval of the president of the organization.
2. Requests for leave from individuals, not necessarily representing local organizations, to participate in professional activities may also be submitted. Such requests will be considered subject to the criteria listed above.
3. Requests for leave should be submitted in writing to the Human Resources Administrator approximately two weeks before the date of leave.
4. If requests for temporary leave are approved, the District shall provide a substitute if necessary. Arrangements for a substitute should be made through the **bargaining unit member's** employee's building principal or supervisor.

H. Deductible Absences

**Bargaining unit members** Employees whose absences are not excused or are in excess of the allowable paid leave shall have deducted a prorated portion of their regular contracted salary for each day so absent.

I. Insurance on Paid Leaves

The District shall continue to provide normal group insurance benefits to **bargaining unit members** employees while on paid leaves.

J. Other Paid Leaves

In the interest of assisting employees with temporary situations so they may continue to contribute to the District, **bargaining unit members** employees may submit a request for



paid leave for other purposes to the Chief Human Resource Officer, and the request may be granted when the District, in its discretion, determines sufficient cause exists.

**K. Job-Related Injury Or Quarantine**

**When an employee is absent from work by reason of a compensable injury as defined in ORS 656.005, as amended, incurred in the course of employment with the District, the employee shall receive compensation benefits as provided by law.**