

## ARTICLE 11: SICK LEAVE

- A. “Sick Leave” means the illness of an immediate family member or the an employee’s absence from duty because of their own illness or non-job related injury which prevents the employee from working, the illness or injury of an immediate family member, or for any other reason set forth in the Oregon Sick Time Law. Immediate family is defined as: ~~in OAR 839-007-0000 (2) and currently includes the employee’s spouse or domestic partner, child, grandparent, grandchild, sibling or stepsibling, or the spouse or domestic partner of relatives in the categories listed above.~~ as: spouse, domestic partner, children, grandchildren, parents, grandparents, brothers and sisters, and parents of the spouse and those in loco parentis to the employee or the employee’s spouse. an employee’s spouse, same-gender domestic partner, custodial parent, non-custodial parent, adoptive parent, foster parent, biological parent, stepparent, parent-in-law, a parent of an employee’s same-gender domestic partner, an employee’s grandparent or grandchild, or a person with whom the employee is or was in a relationship of in loco parentis. “Family member” also includes the biological, adopted, foster child or stepchild of an employee or the child of an employee’s same-gender domestic partner. An employee’s child in any of these categories may be either a minor or an adult at the time qualifying leave pursuant to these rules is taken.
- B. ~~In accordance with the provisions of ORS 332.507, s~~Sick leave shall be granted to all employees on the basis of one (1) day’s leave for each month of regular employment with a minimum of ten (10) days and a maximum of twelve (12) days sick leave for a full year of employment. Less than twelve (12) month employees who work in their regular job classification during July and August will be credited with one (1) day of sick leave (calculated on their summer daily work hours) provided they work at least twenty (20) days per month. Sick leave shall be accumulative during the continuous service of the employee to this District. Sick leave shall be credited to said personnel on a monthly basis for each month worked. Employees will have sick leave available (accrued as of the last day of the month prior to his/her their absence) for use. ~~Balances showing on Employee Online Services may reflect more leave than is currently usable, as this system is updated once per month.~~ Online platforms that enable employees to access and manage their HR and payroll information are updated monthly and may not accurately reflect current sick leave balances.
- C. Employee sick leave is pro-rated within each contract year. Employee pay will be deducted for any days on leave for which paid sick leave is unavailable. Upon an employee’s separation from the District, any sick leave used but not earned by the time of separation will be deducted from the employee’s final paycheck.

D. ~~⊖~~ Any employee who is absent because of illness for five (5) or more consecutive ~~school~~**work** days or who shows a pattern in use of sick leave which gives rise to a suspicion of abuse of the sick leave benefit may be required by their supervisor to file with Human Resources a certificate from their physician attesting to such illness **or provide other documentation to substantiate the leave.** Such **documentation** ~~physician's certificate~~ may be required at the end of each payroll period during an extended absence.

E. *Sick leave shall accumulate for an unlimited number of days. Transfer of sick leave from another Oregon school district shall be allowed up to that carried by the most recent employing Oregon school district. Sick leave transferred in from another district shall not be effective until the employee has completed thirty (30) working days for the District.*

F. ~~⊖~~ As provided in ORS 238.350, ~~u~~Unless otherwise prohibited by law, **eligible** retiring **PERS Tier One (1) and Tier Two (2)** employees shall be compensated through the Public Employees Retirement System for accumulated unused sick leave in the form of increased retirement benefits upon service or disability retirement.

G. ~~Upon expiration of accumulated sick leave, a~~**An employee who has expended all accumulated sick leave and has applied for and been denied coverage under Paid Leave Oregon for reasons other than the prior exhaustion of PLO benefits shall be granted additional sick leave compensation in full-day increments according to the employee's years of experience with the District. Additional sick leave compensation will be paid retroactively, with documentation, to the first date filed with PLO.** The following schedule will apply once only during an employee's career with the District:

**One (1) to - five (5)** years of District experience: two-third's salary for five (5) days

**Six (6) to - ten (10)** years of District experience: two-third's salary for ten (10) days

**Eleven (11)** or more years of District experience: two-third's salary for twenty (20) days

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

~~F. Sick leave shall accumulate for an unlimited number of days. Transfer of sick leave from another Oregon school district shall be allowed up to that carried by the most recent employing Oregon school district. Sick leave transferred in from another district shall not be effective until the employee has completed thirty (30) working days for the District.~~

### **G. 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:~~

- ~~1. The District will open a solicitation donation window from the first day of contract until October 1st whereby unit members may voluntarily donate sixteen (16) 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 sixteen (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 (3) 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 extended or recurring illness extending beyond the unit member's accumulated sick leave, Extended Sick Lease 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 five (5) days and a maximum of forty five (45) days in one calendar year.~~
- ~~5. The Association Sick Lease 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.~~
- ~~10. No additional leave may be donated to the sick leave bank effective September 1, 2023.~~