

Eugene School District 4J

Code: GCBDD/GDBDD
Adopted: 10/05/16

Sick Time

1. Purpose

This policy provides sick time to employees not currently covered by sick leave provisions of ORS 332.507, including coaches, licensed and administrative employees who work less than .5 FTE, unrepresented seasonal employees, temporary workers not covered by any collective bargaining agreement, classified and licensed substitutes. Employees who currently receive sick leave pursuant to ORS 332.507, including employees covered by collective bargaining agreements with Eugene Education Association and the Oregon School Employees Association, or a statement of understanding for administrative employees, receive a substantially equivalent sick leave benefit and therefore will not receive additional sick time under this policy.

2. Scope

Nothing in this policy impacts the district's sick leave obligations under ORS 332.507 or collective bargaining agreement, except where those agreements are silent or not in effect.

3. Definitions

- a. Employee means an individual who is employed by the district and who is paid on an hourly, stipend or salary basis, and for whom withholding is required under Oregon Revised Statute (ORS) 316.162-316.221. The definition does not include volunteers, independent contractors, or students receiving credit as compensation.
- b. Sick time means sick time earned or used pursuant to ORS 653.601 to ORS 653.661.
- c. Family member is defined by the Oregon Family Leave Act.
- d. Year is defined as the fiscal year, July 1 through June 30.
- e. Accrue means to earn and have available for use.

4. Substantial compliance

- a. The district's collective bargaining agreements with EEA and OSEA and statement of understanding for administrative employees provide sick leave pursuant to ORS 332.507 in an amount that meets or exceeds the accrual requirements of this policy. Employees covered by such an agreement will not accrue additional sick time pursuant to this policy.
- b. Such employees may use no more than 40 hours per year of sick leave earned pursuant to ORS 332.507 for the expanded sick time reasons defined in this policy or allowed by ORS 653.601 to ORS 653.661, namely to care for the employee or family member's mental or physical illness, injury, or health condition, or need for preventive medical care, or for any other purpose specified by ORS 659.159 or ORS 659A.272.

5. Accrual, Carry-Over, Maximum Cap

- a. Paid sick time shall accrue at the rate of at least one hour of paid sick time for every 30 hours the employee works, unless the Superintendent establishes a different accrual method in an administrative rule.
- b. An employee may carry over up to 40 hours of accrued but unused sick time from one fiscal year to the subsequent year.
- c. An employee may accrue no more than 80 hours of sick time.

6. Conditions for Use

- a. Employees qualify to begin earning and accruing sick time on the first day of employment with the district.
- b. An employee may use up to a maximum of 40 hours sick time in a year.
- c. Employees shall take sick time in fifteen-minute increments, except that licensed guest teachers shall take paid sick time in four-hour increments.
- d. Employees may use sick time to care for the employee or family member's mental or physical illness, injury, or health condition, or need for preventive medical care, or for any other purpose specified by ORS 659.159 or ORS 659A.272. Sick time may also be used in the event of a public health emergency.
- e. Notice and verification.
 - (1) If the reason for sick time is a foreseeable absence, the employee will provide advance notice of their intention to use sick time within ten (10) calendar days of the need for use, or as soon as practicable. Employees shall make reasonable effort to schedule the sick time in a manner that does not unduly disrupt the operations of the district.
 - (2) If the reason for sick time is unforeseeable, such as an emergency, accident or sudden illness, the employee shall notify the district before the start of the employee's shift, consistent with the reporting time and procedures established by the district. When circumstances prevent the employee from providing notice before the start of the employee's shift, the employee shall provide notice as soon as practicable.
 - (3) Employees will furnish a verification of health care provider or other certification at the request of the district, as provided by law.
- f. Concurrent use. When the reason for sick time is consistent with FMLA or OFLA leave, sick time and the FMLA/OFLA leave will run concurrently. When the reason for sick time is consistent with any other leave provided by law, collective bargaining agreement or statement of understanding, the sick time and the other leave will run concurrently.

7. Miscellaneous

- a. The use of sick time may not lead to, or result in, an adverse employment action against the employee.
- b. Nothing in this policy shall prevent the superintendent from applying lawful absence control rules.

END OF POLICY

Legal Reference(s):

[ORS 332.507](#)
[ORS 342.545](#)

[ORS 342.610](#)
[ORS 653.601 to -653.661](#)

[ORS 659A.150 to -659A.186](#)

Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101-12213; 29 C.F.R. Part 1630 (2006); 28 C.F.R. Part 35 (2006).
Family and Medical Leave Act of 1993, 29 U.S.C. §§ 2601-2654 (2006); Family and Medical Leave Act of 1993, 29 C.F.R. Part 825 (2006).
Americans with Disabilities Act Amendments Act of 2008.

Cross Reference(s):

GBDA - Milk Expression