

EEA/4J Sick Leave Bank
~ Guidelines ~

The Sick Leave Bank Committee is directed by the Eugene Education Association to apply guidelines established in the 4J/EEA Collective Bargaining Agreement on matters related to the Bank. (See contract.) The Eugene Education Association manages the paid Sick Leave Bank for 4J certified bargaining unit members.

The Sick Leave Bank is a voluntary program. All paid sick leave hours contributed to the Sick Leave Bank shall be deducted by the District from the contributor's sick leave account at the time of the contribution. Such contributions are irrevocable and shall remain in the Bank.

A. Purpose

The purpose of the Bank is to grant hours to eligible members in cases of long-term absence necessitated by illness or injury.

Hours granted provide a bridge to either long-term disability or to a return to work.

Sick Leave bank hours may not be used as a bridge to retirement, resignation or termination of employment.

Hours shall not be granted for normal post-partum recovery, including recovery from caesarean section. Maternity is not an eligible condition for Sick Leave Bank benefits except in extraordinary circumstances.

B. Membership

1. Sick Leave Bank participation is voluntary for members of the bargaining unit. Only members participating in the Sick Leave Bank may benefit from the program.
2. To become a participating member of the Sick Leave Bank, a bargaining unit member must donate 8 sick leave hours based on 1.0 FTE, or prorated for part-time members.
3. To maintain active membership, a minimum donation of one day (prorated for part-time members) must be made every two (2) years. It is the member's responsibility to monitor his/her membership status. A reminder of both this responsibility and the minimum donation policy will be made during the announcement of each open enrollment period.
4. Initial applications for membership will be submitted in writing using the Sick Leave Bank Transmittal Agreement Form.

5. Two open enrollment periods will be strictly enforced. The first open enrollment period will begin the first day that teachers report at the start of the school year and end October 31 or the next business day, if October 31 is on a weekend. The second open enrollment period will commence February 1 and end the Friday following Spring Break.
6. Certified bargaining unit members hired after the first day teachers report will have 90 days from date of employment to enroll in the Sick Leave Bank or in a subsequent open enrollment period.
7. Certified bargaining unit members may, at retirement or separation, donate up to the maximum hours allowed to the Sick Leave Bank.
8. Bargaining unit members who decline to participate in the Sick Leave Bank forfeit their right to be part of the Bank.
9. Individuals returning to bargaining unit status by transfer from administrative positions or reemployment shall satisfy the same membership requirements as described in (10) below.
10. If the Bank is depleted or low on hours, bargaining unit members who did not elect to join the Sick Leave Bank at their first enrollment period or upon initial employment, may be asked to donate all sick leave hours they would have otherwise contributed to the Bank from their initial date of employment or Bank inception at the next open enrollment.
11. In the event contributed days become depleted during the operation of the Bank, the Bank Committee, at its discretion, may open the enrollment and/or request further contributions against its members, or suspend operation of the Bank until the next school year.
12. Members may be asked to donate up to 16 sick leave hours annually.
13. All paid sick leave hours contributed to the Sick Leave Bank shall be deducted by the District, from the contributor's sick leave account, at the time of the contribution. Such contributions are irrevocable and shall remain in the Bank.

C. Qualifications and Process for Use of Sick Leave Bank

Sick Leave Bank hours shall be granted only in cases of member long-term absence necessitated by illness or injury. Hours granted provide a bridge to either long-term disability or to a return to work. Sick Leave bank hours may not be used as a bridge to retirement, resignation or termination of employment. Hours shall not be granted for normal post-partum recovery, including recovery from caesarean section. Maternity is not an eligible condition for Sick Leave Bank benefits except in extraordinary circumstances.

1. Before Sick Leave Bank members can be eligible to use Bank hours, the member must have:

- a. Used all individual accumulated paid sick leave hours.
- b. Used all individual paid personal leave hours for that year.
- c. Used all accumulated paid personal leave hours.
- d. Been on unpaid leave for five (5) days. If Bank hours are granted, the five (5) unpaid days will be retroactively reimbursed.

2. Process for Requesting Use of Bank Hours

- a. The member must submit a Sick Leave Bank application to the Sick Leave Bank Committee.
- b. The member must submit a personal statement to the Sick Leave Bank Committee describing the circumstances for which additional sick hours are needed.
- c. The member must submit a physician's statement indicating an inability to perform assigned responsibilities due to long-term illness or injury and the **anticipated date of return. There are no exceptions – the physician's statement must include a tentative return to work date.**
- d. Repayment Agreement Form

3. Long Term Disability (LTD) Application

- a. It may be required by the Sick Leave Bank Committee that a member apply for Long Term Disability (LTD) before the awarding of Sick Leave Bank hours.

D. Review of Cases

1. Final Decision

- a. All requests shall be reviewed and a final decision made by the Sick Leave Bank Committee. All decisions made by the Sick Leave Bank Committee are non-precedent setting.

2. Abuses of Sick Leave

- a. The Sick Leave Bank Committee has no standing authority to make a determination of abuse of sick leave.
- b. Allegations of prior sick leave abuse shall not influence decisions of the Sick Leave Bank Committee. Only documented (i.e. disciplinary action applied, admission of abuse, etc.) cases of abuse shall be considered by the Committee in its decision.

3. Confidentiality

- a. The Sick Leave Bank Committee shall take all necessary steps to insure confidentiality.

4. Certification by Physician

- a. The Sick Leave Bank Committee shall require a physician's certification to verify need for Sick Leave Bank hours.
- b. The Sick Leave Bank Committee may require the applicant to secure a second certification from a physician of the Committee's choice. Expense of securing the second certification, if any, shall be borne by the member applicant.

- c. The Sick Leave Bank Committee shall apply these guidelines equitably and uniformly for all applicants.

E. Limitation and Distribution of Hours

1. Initial requests will be addressed by the Sick Leave Bank Committee after receiving and reviewing the completed Initial Request Form and accompanying personal and physician statements. The Sick Leave Bank Committee will, at its discretion, determine the granting of hours.
2. Initial days, prorated according to the member's current FTE, will not be granted until the member's own accumulated paid sick leave and paid individual personal leave are exhausted.
3. Extending of granted hours may be requested, if needed, by submitting a Request for Extension Form to the Committee. Additional hours granted are subject to Committee review.
4. Maximum number of consecutive sick leave days is seventy (70).
5. Over any five-year period, the maximum number of Sick Leave Bank days granted is 105 days.
 - a. At the discretion of the Sick Leave Bank Committee, appeals will be considered to accommodate extraordinary circumstances.
6. Any unused sick leave hours will be returned to the Sick Leave Bank.
7. If a time overlap of Sick Leave Bank hours used and other benefits payments received occurs, (e.g., Workers' Compensation, Long Term Disability, PERS Disability), the member shall reimburse the Sick Leave Bank an amount equal to the cost of salary paid out for that time period (e.g., back payment for LTD benefits) that exceeds one hundred percent (100%) of the compensation they would have received had they been actively working. A unit member is not eligible for Sick Leave Bank hours while the member is receiving compensation under Workers' Compensation, Long Term Disability, or PERS Disability. A Sick Leave Bank applicant who concurrently applies for LTD benefits will be required to sign a notarized agreement that names School District 4J a co-endorsee of the initial retroactive benefit check from the LTD carrier of record should the LTD claim be approved. This agreement will allow the district to collect the resulting amount of cumulative overpayment, should it occur, at the time of LTD benefit award.
8. The Sick Leave Bank Committee, at its discretion, may disqualify a member from receiving benefits for illness or disability if the member previously qualified for compensation for Long Term Disability or Workers' Compensation for the same illness or disability, and voluntarily terminated said compensation.
9. Maximum number of sick leave hours in the Bank shall be 8,000 and can only be increased by mutual agreement of the District and the Association.

10. Suspension of review procedures listed above is subject to the discretion of the Sick Leave Bank Committee.

F. Forms and Guidelines

1. Available at the EEA Office and on the EEA website: <http://www.eugea.org/>.
2. Forms include: Transmittal Agreement Form, Initial Request Form, Request for Extension Form.

G. Reporting/Reviewing Procedures

1. The Committee shall provide Association members with an annual report of Bank activity.
2. The Committee will be responsible for informing the members, 4J Human Resources, and 4J Financial Services of the Committee's decisions.
3. The Committee shall provide the District with a list of Sick Leave Bank contributors and users and a copy of the established rules. The District will honor withdrawals from the Bank upon proper certification by the Association.

2007-2010 Collective Bargaining Agreement Language

8.1.11 SICK LEAVE BANK: The Association can establish and manage a paid sick leave bank for unit members. The purpose of the sick leave bank shall be to extend to those members additional paid sick leave days should a long-term illness or injury exhaust the member's accumulated sick leave. The Association shall establish rules and regulations to govern the sick leave bank that meet these conditions.

- a. Unit members' participation in the sick leave bank shall be voluntary.
- b. The maximum annual contribution of paid sick leave hours to the bank by a unit member shall be sixteen (16) hours. If the sick leave bank is at its maximum number of days, unit members can join and their contributed days will be deducted from their individual sick leave account and credited to the sick leave bank when the bank total drops below the maximum.
- c. The maximum number of sick leave hours in the bank shall be ten thousand (10,000) and can only be increased by mutual agreement of the District and Association. The maximum number of hours will return to eight thousand (8,000) beginning July 1, 2010.
- d. Unit members shall only be eligible for use of sick leave bank days after they have exhausted all their available individual sick leave and personal leave days and have been on unpaid leave for five (5) days.
- e. Sick leave bank days shall only be used by unit members who have a doctor's opinion stating they are unable to perform their assigned responsibilities due to a long term illness or injury.
- f. The maximum number of consecutive sick leave bank days a unit member can use is seventy (70) days. A unit member is not eligible for sick leave bank days if the member is receiving compensation under Worker's Compensation, long-term disability, or PERS disability.
- g. All paid sick leave days contributed to the sick leave bank shall be deducted by the District from the contributor's sick leave account at the time of contribution. Such contributions are irrevocable and shall remain in the bank.
- h. The Association shall provide the District a list of sick leave bank contributors and users and a copy of the established rules. The District will honor withdrawals from the sick leave bank upon proper certification by the Association.
- i. The District and Association shall work cooperatively to facilitate the sick leave bank.