Memorandum of Agreement
Between
Oregon School Employees Association, Chapter 1
And
Eugene School District 4J

Recitals

1. Eugene School District 4J (District) and Oregon School Employees Association Chapter 1 (OSEA) are parties to a collective bargaining agreement (contract) with effective dates of July 1, 2014 through June 30, 2018. The following contract provisions, relating to sick leave, provide:

"13.1 Sick Leave

"13.1.1 Number of Days. Sick Leave is provided in the amount of ten (10) days a year for student attendance day employees, 192 day employees and ten (10)-month employees; eleven (11) days for eleven (11)-month employees; and twelve (12) days a year for twelve (12)-month employees. An unlimited number of sick leave days may be accumulated.

"13.1.2 Crediting. All employees shall be credited with their full annual sick leave benefits on the first day of their work year. Employees terminating before the end of their work year, who have used more days of sick leave than their service days entitle them to, shall have the excess days deducted from their final paycheck and if insufficient, the employee shall reimburse the District for the excess days paid to them. A probationary employee can only use the number of paid sick leave days actually earned except as in Section 13.1.3."

"13.1.3 Transfer of Sick Leave

13.1.3.1 Employees who have worked in other Oregon public school districts shall, after completing thirty (30) working days in the District, be allowed to transfer all sick leave days accumulated in other Oregon public school districts.

"13.1.4 Definition. Sick leave means absence from duty because of the employee's illness, injury, or medical appointments.

2. The district provided notice to OSEA about how it intended to implement Senate Bill 454 (2015) relating to sick time, and OSEA demanded to bargain.

3. Representatives of the parties met, and having bargained in good faith, have reached the agreement below.

Agreement

1. The parties agree that employees may use no more than 40 hours of sick leave per fiscal year earned pursuant to Article 13.1 for the reasons allowed by the Oregon sick time law, ORS 653.601 to 653.661.
2. The parties hereby modify Article 13.1.3 as follows:

13.1.2 Crediting—Accrual and usage. Employees earn sick leave based on hours worked or paid. All employees. When the situation requires, the district shall allow the use of anticipated but unearned sick leave, up to the maximum annual hours authorized in section 13.1.1, with their full annual sick leave benefits on the first day of their work year. Employees terminating before the end of their work year, who have used more days of sick leave than their service hours days entitle them to, shall have the excess hours days deducted from their final paycheck and if insufficient, the employee shall reimburse the District for the excess hours days paid to them. A probationary employee can only use the number of paid sick leave days actually earned while on probation unless the HR Director grants an exception, except as in Section 13.1.3.

3. This agreement becomes effective when signed by each party, and will expire on June 30, 2018 or when the parties ratify a successor agreement, whichever is later.

4. This agreement does not reduce the District’s sick leave obligation under Oregon Revised Statute, ORS 332.507.

OSEA Chapter 1

Eugene School District 4J

Jo Ann Smith  9/2/16  
President

Mary Walston  19 OCT 2016  
Chair, Board of Directors

Mary Kay Bryant  9/6/16  
Field Representative

Christine Nesbit  10/11/16  
Associate HR Director