Grant County Fire Protection District 3

POLICY AND PROCEDURE

---

1. NUMBER: 5.1.03

2. SUBJECT: ***Sick Leave***

3. POLICY: It shall be the policy of the Board of Commissioners of Grant County Fire District 3 to allow employees to accrue and compile sick leave consistent with the procedures listed herein.

4. SCOPE: This Policy and Procedure is applicable to career personnel only.

5. RESPONSIBILITIES:

   A. It shall be the responsibility of the District Fire Chief to see that accurate records are maintained of all sick leaves.

   B. It shall be the responsibility of the employees to see that they comply with the procedures indicated below.

6. PROCEDURE:

   A. Annual Basic Sick Leave: Annual Allowance
   Beginning 2025, 40-hour week (2080 hours) employees shall be credited with 80 hours of Annual Basic Sick Leave on January 1 of each year and 56.154-hour week (2920 hours) employees shall be credited with 96 hours of Annual Basic Sick Leave on January 1 of each year. New employees, hired after January 1 of any year, shall be credited with the prorated number of hours of sick leave for the position for the remainder of the calendar year. An employee's bank of Extended Sick Leave shall be credited on January 1 of each year with any unused Annual Basic Sick Leave time up to 1372 hours maximum in Extended Sick Leave.

   Employees who are granted a leave of absence from work with pay for any purpose shall continue to accrue sick leave at the regularly scheduled rate during such absence.

   Part time, temporary, seasonal or any other limited term employees shall be entitled to one (1) hour of paid sick leave for every forty (40) hours worked. Sick leave shall be used in one-hour minimum increments. Part time, temporary, seasonal or any other limited term employees have the right to carry over up to 40 hours of unused sick leave each calendar year for a maximum of 40 hours. Employers are not required to cash out any unused sick leave for limited term employees at the time of separation. All part time, temporary, seasonal or limited term employee must sign the Employee Paid Sick Leave Notification form attached to this policy.

B. Extended Sick Leave: Allocation
Beginning 2026, 40-hour week (2080 hours) employees shall be credited with 100 hours of Extended Sick Leave on January 1 of each year and 56.154-hour week (2920 hours) employees shall be credited with 100 hours of Extended Sick Leave on January 1 of each year up to 1372 hours maximum. There shall be no cash compensation for any unused extended sick leave balances upon separation from employment.

C. Annual Basic Sick Leave: Use
*Annual Basic Sick L*eave may only be used by the employee for the following reasons:

1. A personal illness, injury or medical disability incapacitating the employee for the performance of his or her job; or
2. Medical reasons related to pregnancy and childbirth; or
3. Care for a child of an employee with a health condition that requires treatment or supervision; or
4. Care for a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition; or
5. Medical and dental appointments, during working hours with District Fire Chief's or designee's approval; or
6. Exposure to a contagious disease, during which period his/her attendance at work would constitute a health threat to other employees or the public.
7. Basic emergency family medical leave for any family medical emergency situation with District Fire Chief's or designee's approval

Sick leave may not be used for any other reason, including additional annual leave (vacation) or any other compensation.

At the end of each calendar year, the unused hours of each employee's Annual Basic Sick Leave shall be added to that employee's Extended Sick Leave bank up to the maximum bank of Extended Sick Leave allowed per Section B- Extended Sick Leave: Allocation, and any remaining hours shall be paid to the employee at the rate of one hour of regular pay per four (4) hours of Annual Basic Sick Leave.

Any use of Annual Basic Sick Leave in excess of that allowed by this Section shall be unpaid, provided: Employees may utilize annual leave as sick leave with the approval of the District Fire Chief.

D. Sick Leave pay shall not apply to illness or injuries which are the direct result of misconduct in or a violation of state or federal law.

E. Any employee, after the completion of 90 days of service, will be entitled to use accrued sick leave.

F. An employee found abusing sick leave privileges shall be penalized by receiving no pay or time allowed for that particular time taken.

F. Any employee who is unable to report for duty due to illness or injury shall notify his or her immediate supervisor at the start of the scheduled shift or as soon as possible. Notification may be made by the employee or a person designated to act on the employee's behalf. Required sick leave documentation shall be completed upon returning to work.

G. Extended Sick Leave: Use

Extended Sick Leave may be used by an employee for an instance of sick leave requiring additional leave after the use of thirty (30) hours of Annual Basic Sick Leave for 40-hour-week (2080 hours) employees and after the use of forty-eight (48) hours for 56.154-hour week (2920 hours) employees, for the following reasons:

1. Incident of illness or injury incapacitating the employee.
2. Incident of exposure to a contagious disease, during which period attendance at work would constitute a health threat to other employees or the public.
3. Incident of Family Medical Leave as defined in *Policy 5.1.1- Vacation, Leaves and Time Off*.
4. Bereavement Leave: As defined in *Policy 5.1.1- Vacation, Leaves and Time Off*.
5. On receipt of documentation from employee's health care provider stating the employee is restricted from duty for more than 30 hours for 40-hour week (2080 hours) employees and forty-eight (48) consecutive hours for 56.154-hour week (2920 hours) employees; the employee will not be required to use annual basic sick leave before accessing Extended Sick Leave.

H. Extended Sick Leave and Medical Verification Requirement

Extended Sick Leave is defined as sick leave in excess of three (3) consecutive calendar days for 40-hour week (2080 hours) employees and forty-eight (48) consecutive hours for 56.154-hour week (2920 hours) employees.

An employee on *Extended Sick Leave* must be under the care of a physician or other licensed health care professional and must provide the District with verification of condition from the physician or licensed health care professional to access the *Extend Sick Leave* benefit.

During any period of *Extended Sick Leave* use, the District may require periodic reports from the physician or licensed health care professional of the employee's condition and prognosis for return to work.

I. Sick Leave Accrual During *Extended Sick Leave*
An employee on *Extended Sick Leave* shall not accrue sick leave unless the employee is assigned to light duty in accordance with *Light Duty During Extended Sick Leave* below.

J. Vacation Accrual During *Extended Sick Leave*
An employee on *Extended Sick Leave* shall not accrue vacation time unless the employee is assigned to light duty in accordance with *Light Duty During Extended Sick* below.

K. Light Duty During *Extended Sick Leave*
An employee on *Extended Sick Leave* shall be subject to light duty assignment at the discretion of the District.

Light duty for non-duty related *Extended Sick Leave* use shall be voluntary.

Light duty shall be for any work assigned by the District that can be performed by the employee in consideration of the employee's physical condition and ability. As a precondition of light duty, the District shall provide the employees' treating physician with a statement describing the work assignment in terms that will enable the physician to relate the physical activities of the tasks to the worker's disability. The physician shall determine whether the employee is physically able to perform the work described.

Light duty assignments shall not be in excess of 40 hours per week.

For all hours worked on a light duty assignment, an employee shall:
1. Accrue vacation time.
2. Not lose any *Extended Sick Leave* hours.

L. Sick Leave Record
Sick leave records shall be maintained in units of full hours, one hour of leave for each (one) hour of absence. Only hours taken during the scheduled work period of the employee shall be recorded.

M. Verification of Sickness
The District may require the employee to provide a doctor's verification that the employee or dependent is/was sick. If the District exercises this option, the District shall pay for any reasonable cost incurred by the employee in obtaining such verification. The District may contact the employee to verify the sickness of the employee or a dependent of the employee.

N. State Payments for Work Time Loss
The Washington State Department of Labor & Industries should not make any payments to an employee for work time loss when the employee is continuing to

receive his/her full compensation from the District under the Annual Basic Sick Leave or *Extended Sick Leave* provisions of this Agreement. If, however, any such payments are received by an employee, those payments are to be immediately turned over to the District, and in this event, the amount of the payment shall be divided by the employee's hourly wage rate and the resultant number of hours shall be credited to the employee's *Extended Sick Leave* bank.

O. Long Term Sick Leave Limits

The intent of the long-term sick leave provision is to provide up to six months of long-term sick leave for an incident of prolonged disability or illness. An incident ends when the employee is returned to full duty.

The provision for a light duty assignment is made as a means for the preservation of accumulated long term sick leave in the event of a second incident, not as a means of allowing for extension of absence from regular duty assignment beyond six months for a single incident or cause.

In keeping with the intent expressed above, *an employee shall not be allowed to take more than six months of total continuous personal leave for any single incident or cause except as provided below.* This six-month period may not be extended by the use of vacation time, basic sick leave, any remaining long term sick leave or any other means except as provided below. A leave period of less than six months may be extended up to, but not beyond, a total of six months by the use of vacation time, basic sick leave or other accumulated personal leave.

At the end of six months of leave from regular duty assignment, the employee shall be fully evaluated by District-designated physician(s) for fitness to return to regular duty. This evaluation shall fully consider both fitness for return to full duty at the time of the evaluation and, if not then fit, the prognosis and prospects for return to full duty at a later time.

If the employee is found fit for return to duty, the employee shall be returned to regular duty assignment immediately.

If the employee is found unfit for immediate return to regular assigned duty, but the prognosis for regaining fitness for regular duty is both conclusively favorable and definitively certain as to time, then the District Fire Chief shall grant additional personal leave time as either earned and accumulated personal leave if the employee has such personal leave time remaining or unpaid long term sick leave, for a time to be determined solely by the District Fire Chief. If the employee is determined unfit to return to regular duty at the end of this term of additional leave time granted by the District Fire Chief, the employee shall then be immediately terminated.

If the employee is found unfit for immediate return to regular assigned duty and the prognosis for regaining fitness for regular duty is either unfavorable or uncertain as to time, then the employee shall be immediately terminated.

In the event of termination, the employee shall be compensated for any remaining unused personal leave time in accordance with the provisions for such compensation in this Agreement.

Nothing in this Section shall constitute a waiver of the rights to re-employment of a terminated employee as required by law.

P. On Duty Injury Benefit

An occupational injury or illness is defined as an injury/illness incurred while on duty and will be recognized only if such injury is a compensable injury/illness under the Washington Workers' Compensation Program.

When an occupational injury/illness occurs, the District shall pay an on-duty injury benefit equal to 100% of the employee's basic salary for a maximum period of one hundred sixty hours (160) for 40-hour week (2080 hours) employees and one-hundred-ninety-two (192) hours for 56.154-hour week (2920 hours) employees, per qualifying occupational injury or illness beginning with the employee's first scheduled workday following the date of injury.

The on-the-job injury benefit made by the District shall not be charged against any leave time, is considered to be "kept on salary" and is completely retirement eligible.

In the event the injury/illness extends beyond the maximum allowable period the job injury benefit will cease. Upon termination of the job injury benefit the Employer will then access Workman's Compensation Time Loss payment on behalf of the injured worker and agrees to pay the Disability Leave Supplement provision as required by law.

Q. Leave Donation

An employee, on a case-by-case basis, may petition the District's Commissioners to have other employees supplement their E*xtended Sick Leave* bank with donated accrued hours.

See Appendix 05_01_03

Employee Paid Sick Leave Notification

You are entitled to accrue paid sick leave beginning January 1, 2018. This leave will accrue at one (1) hour of paid sick leave for every 40 hours you work.

You may use this accrued paid sick leave for the following reasons (as outlined at RCW 49.46.210 (1) (b) and (c):

- To care for yourself or a family member;
- When you or a family member is the victim of sexual assault, domestic violence, or stalking; and
- In the event our business of your child's school or place of care is closed by order of a public official for any health-related reason.

Grant County Fire District 3 accrual year is January to December.

Accrued, unused paid sick leave balances of 40 hours or less will be carried over to the following year.

Accrued, unused paid sick leave over 40 hours will be forfeited.

You are entitled to use accrued paid sick leave beginning 90 calendar days after the start of your employment.

Retaliation against you by Grant County Fire District 3 for using paid sick leave for authorized purposes, or for the exercise of any rights under the Minimum Wage Act (chapter 49.46 RCW), is prohibited.

_____	_____	_____
Print Employee's Name	Employee's Signature	Date

Copy: Employer

Employee Paid Sick Leave Notification

You are entitled to accrue paid sick leave beginning January 1, 2018. This leave will accrue at one (1) hour of paid sick leave for every 40 hours you work.

You may use this accrued paid sick leave for the following reasons (as outlined at RCW 49.46.210 (1) (b) and (c):

- To care for yourself or a family member;
- When you or a family member is the victim of sexual assault, domestic violence, or stalking; and
- In the event our business of your child's school or place of care is closed by order of a public official for any health-related reason.

Grant County Fire District3 accrual year is January to December.

Accrued, unused paid sick leave balances of 40 hours or less will be carried over to the following year.

Accrued, unused paid sick leave over 40 hours will be forfeited.

You are entitled to use accrued paid sick leave beginning 90 calendar days after the start of your employment.

Retaliation against you by Grant County Fire District 3 for using paid sick leave for authorized purposes, or for the exercise of any rights under the Minimum Wage Act (chapter 49.46 RCW), is prohibited.

_____	_____	_____
Print Employee's Name	Employee's Signature	Date

Copy: Employee