SL1. GENERAL PROVISIONS

SL 1.01 Construction of Rules

These rules shall be liberally construed to promote the purposes of Portland City Code Chapter 9 ("Ordinance") and permit the City or BOLI to accomplish its administrative duties and to secure the just and efficient determination of the merits of all complaints received.

SL 1.02 Definitions

1. "City" means the City of Portland, Oregon, or the area within the territorial City limits of the City of Portland, Oregon, and such territory outside this City over which the City has jurisdiction or control by virtue of ownership or any Constitutional or Charter provisions, or law.

2. "BOLI Commissioner" means the Commissioner of the Bureau of Labor and Industries (BOLI) of the State of Oregon.

3. "Employer" means any person who employs another person, but does not include:

    a. The United States Government; or

    b. The State of Oregon, including any office, department, agency, authority, institution, association, society or other body of the state, including the legislature and the judiciary; or

    c. Any political subdivision of the State of Oregon or any county, city, district, authority, public corporation or public entity other than the City.

4. "Employee" means any individual who renders personal services to an Employer where the Employer either pays or agrees to pay for the personal services, or suffers or permits the individual to perform the personal services. "Employee" includes Home Care Workers.

5. "Home Care Worker" means a person:

    a. Who is hired directly by an elderly person or a person with a physical disability, or by a parent or guardian of an elderly person or a person with a physical disability;

    b. Who receives moneys from the Department of Human Services for the purpose of providing care to the elderly person or the person with a physical disability;

    c. Whose compensation is funded in whole or in part by the Department of Human Services, an area agency, or other public agency; and

d. Who provides either hourly or live-in Home Care Services; or

e. Who is a Personal Support Worker.

6. "Personal Support Worker" means a person:

a. Who is hired by a person with a developmental disability or mental illness, or a parent or guardian of a person with a developmental disability or mental illness;

b. Who receives moneys from the Department of Human Services for the purpose of providing care to the person with a developmental disability or mental illness;

c. Whose compensation is provided in whole or in part through the Department of Human Services, a support services brokerage, or other public agency; and

d. Who provides Home Care Services in the home or community.

7. "Home Care Service" means assistance with activities of daily living, activities of community inclusion, and self-management provided by a Home Care Worker or Personal Support Worker.

8. "Employee" does not include:

a. A co-partner of the Employer;

b. An independent contractor;

c. A participant in a work training program administered under state or federal assistance laws;

d. A participant in a work study program that provides students in secondary or post-secondary educational institutions with employment opportunities for financial and/or vocational training; or

e. Railroad workers exempted under the Federal Railroad Insurance Act.

9. "Family Member" means the spouse or domestic partner of an Employee, the biological, adoptive, or foster parent or child of the Employee, the grandparent or grandchild of the Employee, a parent-in-law of the Employee, or a person with whom the Employee was or is in a relationship of in loco parentis. As used herein:

a. "Domestic Partner" means an individual joined in a domestic partnership.

b. "Domestic Partnership" means a civil contract described in ORS 106.300 to 106.340 entered into in person between two individuals of the same sex who are at least 18 years of age, who are otherwise capable and at least one of whom is a resident of Oregon.

10. "Health Care Provider" means a physician, podiatrist, dentist, psychologist, optometrist, naturopath, registered nurse, nurse practitioner, direct entry midwife, licensed practical nurse, social worker, or chiropractic physician who is primarily responsible for providing health care to an Employee or a Family Member of an Employee and who is performing within the scope of the person's professional license or certificate.

11. "Paid Time Off" or "PTO" means:

    a. A bank of time, including time accrued in regular increments according to an established formula, provided by an Employer to an Employee, that the Employee can use to take paid time off from work for any purpose, including the purposes covered by the Ordinance; or

    b. A contribution made by an Employer to a vacation pay account, in the name of a construction trade union Employee covered by a collective bargaining agreement, that the Employee may cash out or use for any purpose, including the purposes covered by the Ordinance.

12. "Sick Time" means time that has been accrued and may be used by an Employee for purposes described in the Ordinance, and that is calculated at the same base rate of pay and with the same benefits, including health care benefits, as the Employee normally earns during hours worked and is provided by an Employer to an Employee at the accrual rate described in the Ordinance.

13. "Sick Leave" means time off from working using Sick Time.

14. "Retaliatory Personnel Action" means:

    a. Any discharge, suspension, demotion, or other adverse employment action or threat of adverse employment action against an Employee for the exercise of any right guaranteed under the Ordinance; or

    b. Interference with, or punishment for, participating in any manner in an investigation, proceeding or hearing under Portland City Code Chapter 9.

    c. Adverse employment actions based on use of Sick Time not covered in the Ordinance are not retaliatory personnel actions. For example, a discipline action for absences that exceed the amount of accrued leave is not an adverse employment action.

15. "Year" means any consecutive 12-month period of time that is normally used by an Employer for calculating wages and benefits, including a calendar year, tax year, fiscal year, contract year, or the year running from an Employee's anniversary date of employment.

SL 2. EMPLOYEES

SL 2.01 Working in City

1. **In General**. Employees who perform work in the City are covered by the Ordinance regardless of where their Employer is located. For example, Employees who travel to the City and make a stop as a purpose of conducting their work (e.g., to make pickups, deliveries, or sales calls) are covered by the Ordinance for all hours that they perform work in the City.

2. **Telecommuting**. An Employee who performs work for an Employer by telecommuting is covered by the Ordinance for the hours the Employee is physically located in the City, even if the Employer is physically located outside the City. Conversely, an Employee who performs work for an Employer by telecommuting is not covered by the Ordinance for the hours the Employee is not physically located in the City, even if the Employer is physically located in the City.

3. **Work Outside the City**. Employees who perform work outside the City, even if the Employer is based in the City, are not covered by the Ordinance for hours worked outside the City.

4. **Traveling Through the City**

    a. Employees who travel through the City but do not stop in the City as a purpose of their work are not covered by the Ordinance for the time spent traveling through the City.

    b. Employees who travel through the City and only make incidental stops (e.g. purchasing gas, eating a meal, or changing a flat tire) are not considered to be making a stop as a purpose of their work.

    c. An Employer may make a reasonable estimate of an Employee's time spent working in the City for purposes of leave accrual and use. Documentation of how the reasonable estimate was derived may include, but is not limited to, dispatch logs, delivery addresses and estimated travel times, or historical averages.

SL 2.02 Temporary Workers

1. **In General**. Temporary workers are covered by the Ordinance if they perform work in the City.

2. **Staffing Agencies**. A temporary worker supplied by a staffing agency or similar entity shall be considered an Employee of the staffing agency for all purposes of the Ordinance.

SL 3. ACCRUAL OF SICK TIME

SL 3.01 Start of Accrual

Employees shall begin to accrue Sick Time on the date this Ordinance goes into effect on January 1, 2014, or at the commencement of their employment if they are hired after January 1, 2014.

SL 3.02 Rate of Sick Time Accrual

1. **In General**. Employers with six (6) or more Employees shall provide Employees with a minimum of one hour of paid Sick Time for every thirty (30) hours of work performed by the Employee within the City. Employers with five (5) or fewer Employees shall provide Employees with a minimum of one hour of unpaid Sick Time for every thirty (30) hours of work performed by the Employee within the City. Employers are not required to provide Sick Time accrual during hours spent on paid or unpaid leave.

2. **Salaried Employees**. Salaried Employees who are exempt from overtime under the Fair Labor Standards Act will be presumed to work forty (40) hours each work week for purposes of accruing Sick Time, unless their regular work week is less than forty (40) hours, in which case Sick Time is earned and accrued based on their regular work week.

3. **Overtime**. Overtime hours shall be included in hours worked for Employees covered by the Fair Labor Standards Act and/or state wage and hour laws.

SL 3.03 Frontloading

An Employer's provision of Sick Time in advance of accrual shall be permissible frontloading, provided that the frontloading otherwise meets the requirements of the Ordinance for accrual, use, and carryover.

SL 3.04 Maximum Accrual of Sick Time

Employees may accrue a maximum of forty (40) hours of Sick Time in a Year. Employers may allow greater accrual.

SL 3.05 Carryover of Accrued and Unused Sick Time

1. **In General**. Employees may carry over up to forty (40) hours of unused Sick Time to the following Year. Employers that provide frontloaded Sick Time are not required to allow an Employee to carry over accrued hours.

2. **Use After Carryover**. An Employee may use only forty (40) hours of Sick Time per Year regardless of how many hours of unused Sick Time the Employee carries over from the previous Year. For example, an Employee carries over forty

(40) hours of unused Sick Time from one Year to the next Year. The Employee uses forty (40) hours of Sick Time in the new Year. The Employee may accrue additional Sick Time in the new Year but may not use more Sick Time until the following Year, unless otherwise allowed by the Employer.

SL 3.06 Existing Policy

Employers with Sick Leave or PTO policies that provide their Employees with Sick Time that equals or exceeds the requirements of the Ordinance shall be deemed in compliance with the accrual and use sections of the Ordinance.

SL 4. PAID AND UNPAID SICK TIME

SL 4.01 In General

1. Employers with six (6) or more Employees must provide paid Sick Time to all Employees and must allow Employees to use paid Sick Leave for qualifying absences as defined in SL 5.

2. Employers with five (5) or fewer Employees must provide unpaid Sick Time to all Employees and must allow Employees to use unpaid Sick Leave for qualifying absences as defined in SL 5.

SL 4.02 Calculating Number of Employees

1. All Employees who work for the Employer shall be counted for the purpose of determining the number of Employees an Employer has, including full-time Employees, temporary Employees, part-time Employees, and Employees who work outside the City or outside the State of Oregon.

2. For established Employers, the number of Employees shall be calculated based on the number of Employees who were employed each working day during each of twenty (20) or more calendar work weeks in the calendar year in which the leave is to be taken or in the calendar year immediately preceding the year in which the leave is to be taken.

3. For Employers that did not have any Employees for at least twenty (20) work weeks in the previous or current calendar year, the number of Employees shall be calculated based upon the average number of Employees per calendar work week during the first ninety (90) calendar days of the current calendar year.

SL 5. QUALIFYING ABSENCES

SL 5.01 Diagnosis, Care, or Treatment

An Employee may use Sick Time for the diagnosis, care, or treatment of the Employee or the Employee's Family Member's mental or physical illness, injury, or health

condition, including preventive medical care. For example, Sick Time may be used for pre-natal visits and routine medical and dental visits.

SL 5.02 Domestic Violence, Harassment, Sexual Assault, or Stalking

An Employee may use Sick Time if the Employee needs leave for any of the purposes set out in ORS 659A.272. For example, Sick Time may be taken to seek legal or law enforcement assistance or remedies, medical treatment, counseling, the services of a victim services provider, or to relocate or secure an existing home for the Employee or the Employee's minor child or dependent.

SL 5.03 Work, School, or Child Care Closure

An Employee may use Sick Time if either the Employee's place of business or the Employee's child's school or day care is closed by order of a public official due to a public health emergency.

SL 5.04 Family Member's Health is a Public Health Concern

An Employee may use Sick Time to care for a Family Member whose presence in the community jeopardizes the health of others as determined by a lawful public health authority or by a Health Care Provider.

SL 5.05 Employee Excluded From Workplace for Health Reasons

An Employee may use Sick Time if any law or regulation requires the Employer to exclude the Employee from the workplace for health reasons.

SL 6. USE OF SICK TIME

SL 6.01 Time Period

1. **240 Hours**. Employees must have worked 240 hours in a Year within the City to be eligible to use Sick Time. Employees do not need to reestablish eligibility in subsequent Years unless they change employers or are separated from their employer for more than six (6) months.

2. **90 Calendar Days**. Employees may not use Sick Time during the first ninety (90) calendar days of employment unless the Employer chooses to allow otherwise. Employees may use Sick Time beginning on the 91st calendar day after the commencement of their employment, so long as the Employee has worked a minimum of 240 hours for the Employer within the City.

SL 6.02 Location of Use

Employees may use their Sick Time only during times that they are scheduled to perform work in the City.

SL 6.03 Increments and Coverage

1. **In General**. An Employee may use accrued Sick Time in increments of one hour to cover all or part of a shift, unless a lesser increment is allowed by the Employer.

2. **Full Shift**. Employers may not require an Employee to take off a full shift as a condition to using Sick Time. However, when it is physically impossible for an Employee to commence or end work partway through a shift, the entire time an Employee is absent may be counted against an Employee's Sick Time.

3. **Availability**. Sick Time is available to Employees to use as soon as they accrue it, if the Employee meets all other criteria for use of Sick Time. Employers may not make Sick Time available only at the end of a pay period or some other future point in time.

4. **Use Required**. Employees must use Sick Time hours when they are absent for a qualifying reason as defined in SL 5.

SL 6.04 Rate of Pay

1. **In General**. When using paid Sick Time, an Employee shall be compensated at the same base rate of pay as the Employee would have earned during the time the paid leave is taken. Employees are not entitled to compensation for lost tips or commissions and compensation shall only be required for hours that an Employee was scheduled to have worked.

2. **Calculating Pay for Sick Time**

   a. **Hourly Rate of Pay**. For Employees paid an hourly wage, the hourly rate of pay shall be the same hourly wage the Employee would have earned during the time which Sick Time is used. Employers are not required to pay Employees at the overtime rate when an Employee uses Sick Time for hours that would have been overtime hours if worked.

   b. **FLSA Exempt Employees**. For Employees who are paid an annual salary and are exempt from overtime laws as provided under the Fair Labor Standards Act and/or state wage and hour laws, the hourly rate of pay shall be determined by dividing the annual salary by 52 to get the weekly salary and dividing the weekly salary by the number of hours of the Employee's normal work week.

   c. **Shifts of Indeterminate Length**. For Employees who are scheduled to work a shift of indeterminate length (e.g., a shift that is defined by business needs rather than a specific number of hours), the Employer may determine payment for Sick Time based on hours worked by a replacement employee in the same shift or similarly situated Employees who worked that same or similar shift in the past.

d. **Payment of Sick Time**. Sick Time must be paid no later than the payday for the next regular payroll period after the Sick Time was used by the Employee. However, if the Employer has asked for documentation of use of Sick Time, the Employer is not obligated to pay Sick Time until the Employee has provided documentation verifying that the absence was for a qualifying reason as defined in SL 5.

e. **Cashing Out**. Employers may, but are not required to, cash out an Employee's unused Sick Time upon termination of employment.

SL 6.05 Shift Trading

1. **In General**. If the Employer allows shift trading, and if an appropriate shift is available, an Employee may choose to work additional hours or shifts without using available Sick Time for the missed hours or shifts.

2. **Prohibitions**. An Employer may not require an Employee (1) to find a replacement worker for his or her shift as a condition for the Employee's use of Sick Time, or (2) to work an alternative shift in lieu of using accrued Sick Time.

SL 6.06 Transferred Employees

1. **In General**. If an Employee is transferred by an Employer to a separate division, entity, or location of the Employer within the City, the Employee is entitled to all Sick Time accrued prior to the transfer, except as provided below.

2. **Transfer To Work Outside The City**. If an Employee is transferred by an Employer to a separate division, entity, or location of the Employer outside the City, the Employer shall retain records of unused Sick Time for two (2) years and reinstate that Sick Time should the Employee be transferred back to a separate division, entity, or location of the Employer within the City.

SL 6.07 Successor Employers

Unused Sick Time shall be retained by the Employee if the Employer sells, transfers, or otherwise assigns the business to another Employer and the Employee continues to work in the City.

SL 6.08 Breaks in Service

1. **In General**. When an Employee is separated from employment and rehired by the same Employer within six (6) months of separation, previously unused Sick Time shall be reinstated. The previous period of employment shall be counted for purposes of determining the Employee's eligibility to use Sick Time. For example, the hours worked during the previous period of employment shall count towards the 240-hour requirement for eligibility under SL 6.01.

2. **Separation After Eligibility**. When an Employee is separated from employment after becoming eligible to use Sick Time and is rehired by the same Employer within six (6) months of separation, the Employee is not subject to the 90 calendar day waiting period under SL 6.01.

SL 7. EMPLOYEE NOTICE

SL 7.01 Notice Policy and Procedures

1. **In General**. An Employer may require an Employee to provide reasonable notice of an absence for Sick Time.

2. **Reasonable Notice**. Reasonable notice means compliance with an Employer's written policy or standard for an Employee to notify the Employer of the Employee's use of Sick Time. The policy or standard may include notice by calling a designated phone number, applying a uniform call-in procedure or by using another reasonable and accessible means of communication.

3. **Written Policy**. If an Employer does not have a written policy or standard for providing reasonable notice, the Employer must establish such policy or standard in writing.

SL 7.02 Notice for Foreseeable Leave

1. **In General**. If the reason for Sick Leave is a foreseeable absence, such as a pre-scheduled medical appointment, the Employee shall provide written notice as soon as practicable, in advance of the leave, or as otherwise provided in the Employer's written policy.

2. **Reasonable Scheduling**. When an Employee uses Sick Time for a foreseeable absence, the Employee shall make a reasonable effort to schedule the leave in a manner that does not unduly disrupt the operations of the Employer. For example, the Employee should make a reasonable attempt not to schedule medical appointments during peak work hours, when work is time-sensitive or when mandatory meetings are scheduled.

3. **Changes in Duration**. The Employee shall inform the Employer of any change in the expected duration of the Sick Leave as soon as is practicable.

SL 7.03 Notice for Unforeseeable Leave

If the reason for Sick Leave is unforeseeable, the Employee shall provide notice before the start of the Employee's shift or as soon as is practicable. In all cases, whether and when an Employee can practicably provide notice depends upon the individual facts and circumstances of the situation.

SL 7.04 Failure to Provide Notice

An Employer may deny Sick Time to an Employee if the Employee fails to provide notice under SL 7.01 – 7.03 or if the Employee fails to make a reasonable effort to schedule leave in a manner that does not unduly disrupt the operations of the Employer under SL 7.02(2).

SL 8. EMPLOYEE DOCUMENTATION

SL 8.01 Documentation

1. **In General**. When an Employee uses Sick Time for more than three consecutive days, an Employer may require reasonable documentation that the Sick Time is being used for a qualifying absence as defined in SL 5.

2. **Consecutive Days**. "Consecutive days" means consecutive full calendar days, not including scheduled days off. For example, if an Employee is scheduled to work Monday, Wednesday, and Friday only, and the Employee uses Sick Time for all three days, the Employee has used Sick Time for three consecutive days.

3. **Permissible Documentation**. An Employer, including an Employer with a PTO policy, may require reasonable documentation for Sick Time. Any of the following types of documentation may be required:

    a. A signed statement by a Health Care Provider indicating that Sick Time is necessary;

    b. Documentation that the Employee or the Employee's minor child or dependent is a victim of domestic violence, harassment, sexual assault, or stalking, which may consist of:

        i. A copy of a police report indicating that the employee or the employee's minor child was a victim of domestic violence, harassment, sexual assault, or stalking;

        ii. A copy of a protective order or other evidence from a court, administrative agency, or attorney that the employee appeared in or was preparing for a civil, criminal, or administrative proceeding related to domestic violence, harassment, sexual assault, or stalking; or

        iii. Documentation from an attorney, law enforcement officer, health care professional, licensed mental health professional or counselor, member of the clergy, or victim services provider that the employee or the employee's minor child or dependent was undergoing treatment or counseling, obtaining services, or relocating as a result of domestic violence, harassment, sexual assault, or stalking; or

c. A personal statement signed by the Employee that he or she is using Sick Time for a qualifying absence. An Employee's signed statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall make clear the Employee's identity and, if applicable, the Employee's relationship to the Family Member and the general purpose for which Sick Time is being used. For example, an Employee may notify his Employer that he needs to take Sick Leave to care for his sick child; the Employee does not need to indicate the nature of the child's illness.

SL 8.02 Confidentiality

1. **In General**. If the Employer obtains health information about an Employee or an Employee's Family Member, such information shall be treated as confidential to the extent provided by law.

2. **Domestic Violence, Harassment, Sexual Assault, or Stalking**. All records and information kept by an Employer regarding use of Sick Time for purposes related to domestic violence, harassment, sexual assault, or stalking, including the fact that the Employee has requested or obtained use of Sick Time, are confidential and may not be released without the express permission of the Employee, unless otherwise required by law.

SL 8.03 Payment for Documentation

1. **Second Opinion**. An Employer may not require an Employee to obtain the opinion of a second Health Care Provider for the purpose of medical verification of the use of Sick Time.

2. **Cost of Verification**. If an Employer requires documentation of the purpose for the use of Sick Time, the Employer shall pay the cost of any verification by the Health Care Provider that is not covered by insurance or another benefit plan.

SL 8.04 Documentation for Suspected Sick Time Abuse

1. **In General**. If an Employer suspects Sick Time abuse, including patterns of abuse, the Employer may require documentation from a Health Care Provider verifying the Employee's need to use Sick Time.

2. **Indications of a Pattern of Abuse**. Indications of a pattern of abuse include, but are not limited to, repeated use of unscheduled Sick Time on or adjacent to weekends, holidays, vacation, or pay day, regardless of whether the Employee has used Sick Time for more than three consecutive days.

SL 8.05 Failure to Provide Documentation

If the Employee fails to provide documentation as required by this section, the Employer may deny the use of Sick Time for the absence taken until the Employee provides documentation verifying that the absence was for a qualifying reason as defined in SL 5.

SL 9. EMPLOYER NOTICE AND POSTING REQUIREMENTS

SL 9.01 In General

Employers shall provide and post written notice to all Employees who work in the City of their entitlement to Sick Time; the amount of Sick Time and the terms of its use guaranteed under the Ordinance; the prohibition of retaliation against Employees who request or use Sick Time; and an Employee's right to file a complaint if Sick Time as required by the Ordinance is denied by the Employer, or if an Employee is retaliated against for requesting or taking Sick Time.

SL 9.02 Written Notice

Employers shall provide the written notice required by SL 9.01 to Employees no later than the end of the Employer's first pay period in 2014 or, for new Employees, the end of the first pay period for those Employees. The written notice shall be in English and, if applicable, any additional language or languages the Employer normally uses to communicate with its Employees. The written notice may be provided in any way that complies with the terms of this section, including in pay stub statements, through accessible online programs, and by electronic delivery.

SL 9.03 Poster

Employers shall display a poster with the information required by SL 9.01 in each building and worksite in an area accessible to, and regularly frequented by, Employees. The poster shall be in English and, if applicable, any additional language or languages the Employer normally uses to communicate with its Employees.

SL 9.04 Quarterly Notice of Available Sick Time

At a minimum, Employers shall provide written notification each quarter to each Employee of the amount of accrued and unused Sick Time available for use by that Employee.

SL 10. EMPLOYER RECORDS REQUIREMENTS

SL 10.01 In General

Employers shall retain records for a period of at least two years indicating:

1. The name, address, and occupation of each Employee;

2. The amount of Sick Time or PTO accrued and used by each Employee; and

   a. For hourly Employees, the hours actually worked in the City during each pay period by each Employee; or

   b. For salaried Employees who work in the City on a regular basis, the hours of a normal work week for each Employee; or

   c. For salaried Employees who work in the City on an occasional basis, the hours actually worked in the City during each pay period by each Employee; or

   d. For Employers that choose to front-load their Employees' Sick Time or PTO, the amount of Sick Time or PTO front-loaded and the dates on which the Sick Time or PTO is available to the Employee to use.

SL 10.02 Paid Time Off (PTO) Policies

An Employer with a PTO policy in compliance with the Ordinance is not required to maintain records showing Employee reasons for use of the paid leave.

SL 10.03 Access

Employers shall allow access to such records by BOLI or other agency authorized to enforce the Ordinance.

SL 11. RETALIATION

SL 11.01 In General

It is unlawful for an Employer to take any Retaliatory Personnel Action against any person for exercising rights or attempting to exercise rights guaranteed by the Ordinance.

SL 11.02 Absence Control Policies

Authorized use of Sick Time under the Ordinance cannot be used as a reason for taking an adverse employment action against an Employee under an Employer's absence control policy. For example, an Employer cannot take an Employee's authorized Sick Leave into account when rating that employee's attendance record for the purpose of awarding a benefit, such as a raise, premium, or bonus.

SL 11.03 Response to Misuse of Sick Time

If the Employer determines that the Employee used Sick Time for an impermissible purpose, including a pattern of abuse, or that the Employee's documentation of the

need to take Sick Time was falsified or untrue, the Employer's action against the Employee for these acts shall not constitute a retaliatory personnel action under the Ordinance.

SL 12. RELATIONSHIP TO OTHER LAWS

SL 12.01 In General

The Ordinance does not preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard that provides for greater accrual or use by Employees of Sick Time, whether paid or unpaid, or that extends other protections to Employees.

SL 12.02 Relationship to Other Leave

1. **Other Paid Leave.** Except for PTO, an Employee may not use Sick Time while on any other paid leave provided by the Employer, unless allowed by the Employer. For example, an Employee may not use Sick Time while receiving worker's compensation benefits unless the Employer permits such use.

2. **Concurrent Leave.** An Employee's use of Sick Time may qualify for concurrent leave under federal, state or other local laws, such as leave under the Oregon Family Leave Act or the federal Family Medical Leave Act.

SL 13. ENFORCEMENT

SL 13.01 In General

The City has contracted with BOLI to enforce PCC Chapter 9.01. Enforcement of all or any part of Chapter 9.01 by BOLI shall be governed by the procedures established in ORS Chapters 652 and 653 and their implementing regulations.

SL 13.02 Filing a Complaint

1. Any person claiming to be aggrieved by a violation of PCC Chapter 9.01.030 or 9.01.040 may file a complaint with the BOLI Commissioner using the procedures established under ORS 652.330 or 653.055, as applicable.

2. Any person claiming to be aggrieved by a violation of PCC Chapter 9.01.050 may file a complaint with the BOLI Commissioner using the procedures established under ORS 652.355 or 653.060, as applicable.

SL 13.03 Enforcement Powers

The BOLI Commissioner shall have the same enforcement powers under PCC Chapter 9.01 as under ORS Chapters 652 and 653. If a complaint is found to be justified, the

complainant shall be entitled to the same remedies available under ORS Chapters 652 or 653 as in the case of any other complaint filed under ORS 652 or 653.

SL 13.04 Civil Penalties

1. The BOLI Commissioner may assess civil penalties for violations of PCC Chapter 9.01 as provided in ORS 652.900 or ORS 653.256, as applicable.

2. Notwithstanding the preceding section, no civil penalty shall be assessed against an Employer that fails to provide and post notice as required by PCC section 9.01.060 due to an excusable mistake or a circumstance over which the Employer had no control. This does not include a lack of knowledge of the law, including these rules.

3. Except as provided in subsection 4 below, any civil penalties assessed by the BOLI Commissioner shall be payable directly to the City.

4. If an Employee requests to use Sick Time to which the Employee is entitled under PCC Chapter 9.01 and that request is refused by an Employer, resulting in the Employee working on a day he or she would otherwise have taken Sick Time, the BOLI Commissioner may assess a civil penalty equal to three times the dollar amount of Sick Time the Employee was refused, or $250.00, whichever is greater. This civil penalty shall be payable directly to the affected Employee.

SL 13.05 Orders Issued

Any order issued by the BOLI Commissioner under PCC Chapter 9.01 shall be viewed as one issued by a hearings officer employed by the City within the meaning of ORS 3.136(3) and shall be fully enforceable by the City.

SL 13.06 Remedies Not Exclusive

None of the remedies provided herein are intended to be exclusive. Any other remedy afforded by law, including but not limited to any other remedy afforded by ORS Chapters 652, 653 or 659A shall be available to any person claiming to be aggrieved by an act made unlawful under the provisions of PCC Chapter 9.01. Specifically but without limitation, any such person shall have a private right of action in any court of competent jurisdiction for damages and such other remedies as may be appropriate, subject to the terms and procedural requirements of ORS 659A.870 et seq.