

Article 14 Paid Leaves of Absence

Types of Leaves

UNIT MEMBERS

~~Employees~~ shall be entitled to the following leaves of absences with full pay each school year:

A. Personal Leave

1. When a unit member is absent because of emergencies or personal business that cannot be conducted outside the regular workday and the absence is not covered by any other leave, then the employer will allow the unit member up to three (3) days of personal leave, per year, non-cumulative, with the unit member to be paid her/his daily pay.
2. The principal or supervisor must be notified forty-eight (48) hours in advance except in the case of an emergency. Unit members need not disclose the nature of their personal business when requesting such leave.
3. No personal leave may be granted on days immediately before or after a school holiday or vacation period, nor on the opening day or closing day of the school year without prior approval, except as noted above.
4. Personal leave days shall be granted only in half ($\frac{1}{2}$) or full (1) day increments.

B. Cost of Substitute Leave

Each full-time employee is entitled to two (2) days per year for which the cost of the substitute is deducted from his/her salary. These days may be used for personal or professional needs that cannot be taken care of outside the regular work day. In situations where the district feels it is warranted, additional cost of substitute days will be considered if such leave does not unduly disrupt the district's educational program.

C. Sick Leave

~~Employees~~ Unit members who are absent because of personal illness or injury, ~~or pregnancy,~~ ~~or~~ to care for an ill or injured member of the immediate

family, within the guidelines of the Family and Medical Leave Act of 1993 (FMLA) and Oregon Family Leave Act (OFLA) or for any other reason set forth in the Oregon sick time statute shall receive compensation on account of sickness during such absence in accordance with the following provisions:

1. All employees unit members working on 186 or 187 day contracts shall be granted ten (10) days sick leave during each school year, employees unit members working 210-day contracts receive eleven (11) days and those on 230-day contracts, twelve (12). Such sick leave shall be credited to said employees unit members on the first school day of the fall semester. ~~In case of~~ For employees unit members who begin service after commencement of the school year, sick leave days shall be credited on the first day of employment and shall be prorated.
2. Sick leave days shall accumulate on an unlimited basis.
3. An employee unit member who has accumulated sick leave during employment in another Oregon school district, and who was so employed during the preceding year, shall, upon proper verification be allowed to transfer into this District, the number of sick leave days so accumulated, as allowed by Oregon Statute.
4. Each employee unit member shall be given a written accounting of his/her accumulated sick leave in their monthly payroll report.
5. Verification—a grant of sick leave in excess of five (5) consecutive days may be verified by a written statement from the employee's unit member's attending physician or practitioner that injury or illness prevents the individual from work if requested by the Superintendent or designee. If the absence is extended over successive pay periods, these verifications must be submitted regularly each month or worded in such a way by the physician as to indicate the length of absence.

All medical records, including verification provided to the District, shall be confidential.

6. Unused accumulated sick leave will be able to be applied to the individual's retirement formula if allowed by Oregon Revised Statutes.

7. Cancellation—it is understood that all sick leave benefits are immediately and automatically canceled upon termination of employment by resignation or discharge by the District and no payment for unused accumulated sick leave is due.
8. Any **employee unit member** who has used all accrued sick leave and any available sick leave from a sick leave bank, and is unable to return to work immediately following the exhaustion of such sick leave shall be granted an unpaid medical leave for the remainder of the school year or for a period to be specified by the employee and his/her physician but in no case for more than the balance of the school year.
9. **The sick leave benefits set forth in this section shall constitute a substantially equivalent program for purposes of satisfying the requirements of ORS 653.611.**

D. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide unit members with additional sick leave to bridge the time loss required by their own illness or injury or permanent or long-term incapacity **or the serious health condition of their child**, as defined by the Oregon Family Leave Act (OFLA) and Family Medical Leave Act (FMLA), and their return to work when all of their available paid leave is exhausted.

1. **Qualification:** All unit members, who donate at least one sick day to and are a current enrollee in the Sick Leave Bank are qualified for access to the Sick Leave Bank.
2. **Donation:** On or before October 31st of each year, members not currently enrolled in the Sick Leave Bank may join by donating one (1) day of their accrued sick leave as long as that amount is in the member's accrued sick leave account. In the event the available number of donated days in the bank falls below two hundred (200), a donation period of thirty (30) days will be opened and current members of the bank shall be allowed to donate one (1) day of accrued and unused sick leave.
3. **Sick Leave Bank Committee:** The Association will create a Sick Leave Bank Committee which will be comprised of three (3) unit members. The Sick Leave Bank Committee will review applications from

members at the District office, make grants from the bank, perform other duties as necessary to administer the bank, and work with the District to maintain accurate accounting of usage of the Sick Leave Bank. The District Human Resources Director shall be a non-voting member of the committee.

4. Use of the Sick Leave Bank: Qualified members (D.1) who wish to use the Sick Leave Bank must submit an application to the Sick Leave Bank Committee including a release authorizing the District to provide medical information to the committee. Applicants must submit a written statement from a physician or other health provider certifying an illness or injury which prevents the unit member from performing the duties of her/his job, **or certifying a serious health condition on the part of the unit member's child.** The committee may request from the District information on time-loss benefits or long-term disability received by the unit member, if applicable. **A unit member shall be limited to the use of no more than thirty (30) days from the sick leave bank in any twelve-month period.**
5. Notification: After reviewing a unit member's application, the Sick Leave Bank Committee will notify the applicant within five (5) working days after receipt of the application. The committee will notify the District Human Resources regarding the unit member's need to use days from the Sick Leave Bank and the number of days granted to the member. Payroll will process the days as instructed by the committee. The decision of the committee shall be final and not subject to appeal or grievance.
6. Records: The District shall keep records of leave available in the bank and sick leave awarded by the bank.

E. Legal Proceedings

Any **employee unit member** summoned to serve on a jury or subpoenaed to appear at a legal proceeding shall be granted paid leave of absence for the duration. No paid leave of absence shall be granted in a case brought by the **employee unit member** against the District. In a case initiated by the **employee unit member** for the purpose of promoting the **employee's unit member's** business interests, such leave shall be considered under the provisions of Article 14, A. Any fee the **employee unit member** receives for service, excluding money received for expenses for either jury duty or

court appearances, shall be remitted to the District.

F. Injury on Duty

Absence due to a compensable injury as defined in ORS 656.005 (7) (a) and incurred in the course of the employee's unit member's employment shall not be charged totally against the employee's unit member's sick leave days. The District shall pay to such employee unit member the difference between his/her regular salary and the benefits received by him/her under the Oregon Workmen's Compensation Law and applied against sick leave on a pro-rated basis of the employee's unit member's salary. The District's obligation ends when the employee's unit member's sick leave days are exhausted.

G. Military Leave

In accordance with ORS 408.290, any employee unit member who has been employed by the District for a period of six (6) months or more is entitled to a leave of absence from duties for military duty for a period of time not to exceed fifteen (15) days in any one calendar year without loss of time, pay, or regular leave. An employee unit member shall notify the District of the dates of military leave within ten (10) days after receipt of military call-up orders or if a specific request is made by the employee unit member within ten (10) days following the request.

H. Extra Duty Assignments

~~District employees~~ Unit members shall not be required to use personal leave days when participating in normal and expected activities associated with District approved extra duty assignments, clubs or competitions.

I. Bereavement

~~Employees~~ Unit members shall be granted up to three (3) bereavement days for the death of each and any immediate family member (as defined in K. below). These days are in addition to and separate from the above mentioned personal days. These days are not cumulative from year to year. Employees shall be eligible for all other bereavement leave benefits as set forth in Oregon law.

J. At the discretion of the Superintendent or designee, leaves may be extended.

K. For the purposes of this article, immediate family shall include the employee's unit member's spouse, father, mother, son, daughter, brother,

sister, grandparents, grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or persons sharing a close personal relationship that includes a responsibility for common welfare.