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5 **Article 5 - Paid Leaves of Absence**  
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7 **A. Sick Leave**  
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9 Employees who are absent because of personal illness or injury or pregnancy, ~~or for~~  
10 any other reason set forth in the Oregon Sick Time law, shall receive compensation ~~on~~  
11 ~~account of sickness~~ during such absence in accordance with the following  
12 provisions:  
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14 1. All employees shall be granted ten (10) days sick leave during each school  
15 year; employees who work more than ten months will be credited with one day for each  
16 additional month worked. Such sick leave shall be credited to said employees on the  
17 first school day of the fall semester. In case of employees who begin service after  
18 commencement of the school year, sick leave days shall be credited on the first day  
19 of employment and shall be prorated.  
20

21 2. Sick leave days shall accumulate on an unlimited basis.  
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23 3. An employee who has accumulated sick leave during employment in another  
24 Oregon school district, and who was so employed during the preceding year, shall,  
25 upon proper verification be allowed to transfer into this District, the number of sick  
26 leave days so accumulated, as allowed by Oregon Statute.  
27

28 4. Verification—a grant of sick leave in excess of five (5) consecutive days may  
29 be verified by a written statement from the employee’s attending physician or  
30 practitioner that injury or illness prevents the individual from work. If the absence is  
31 extended over successive pay periods, these verifications must be submitted  
32 regularly each month or worded in such a way by the physician as to indicate the length  
33 of absence. Illness of less than five (5) days’ duration may require verification if  
34 requested by the principal or Executive Director of Human Resources.  
35

36 5. Cancellation—it is understood that all sick leave benefits are immediately  
37 and automatically canceled upon termination of employment by resignation or  
38 discharge by the District and no payment for unused accumulated sick leave is due.  
39

40 6. In accordance with Revised Statute (ORS) 238.350 and Oregon Administrative  
41 Rule (OAR) 459-011-0500 any Tier One and Tier Two employee retiring with unused  
42 sick leave shall have the monetary value of half of the employee’s accumulated  
43 unused sick leave included in the Final Average Salary (FAS) calculation.  
44

45 **B. Bereavement**

46 Upon request, employees shall be allowed up to three (3) days of absence with pay  
47 for a death in the immediate family (for definition of “immediate family” see section E. of

1 this article). Special consideration may be given by the superintendent in unique  
2 situations, such as foster children and step-relatives. The superintendent may approve  
3 additional days. Such leave shall not accumulate from year to year. Up to ten (10) days  
4 shall be available for bereavement leave in accordance with the Oregon Family Leave  
5 Act; employees may use accrued leave pursuant to any vacation, sick, personal or other  
6 paid leave policy.

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8 **C. Court Appearances**

9 Jury Duty: Absence from assigned work for court jury duty will be permitted under  
10 the following conditions:

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12 No deduction will be made from the salary of an employee who is called for jury  
13 duty, or is subpoenaed as a witness in a court case in which s/he is not personally  
14 involved, provided the employee provides the District with a copy of the summons or  
15 subpoena.

16  
17 The employee on jury duty or who is to appear as a witness in a case in which they  
18 are not personally involved, will make every effort to determine in advance whether or  
19 not they will actually be required for jury service or as a witness on the day(s) scheduled,  
20 and will return to work on days where their jury service or appearance as a witness will  
21 allow them to complete two (2) or more hours of work for the district.

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23 **D. ~~Emergency Leave Personal Leave~~**

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25 Employees shall be granted personal emergency leave with full pay in an amount up  
26 to three (3) days per school year usable in not less than half day portions, or in full  
27 shift/route increments as appropriate. When the District determines that a  
28 substitute is not required, employees may use personal leave in increments of two  
29 hours, or in full shift/route increments as appropriate. Twelve (12) month employees  
30 shall be granted up to four (4) personal emergency days per fiscal year. Applications shall  
31 be submitted to the building principal or immediate supervisor of the employee.  
32 Personal Emergency leave does not accumulate from year to year. Request for personal  
33 emergency leave should be made at the earliest possible time prior to the leave.  
34 Absences made necessary by emergencies may be approved if application is made  
35 immediately (within three (3) school days upon return to work). A denial will be  
36 reviewed automatically by the superintendent/designee.

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38 Leave may be granted for the following reasons:

- 39  
40 a. Serious illness or injury to a party in the employee's immediate family  
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42 b. Court appearance.  
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44 c. Wedding of employee or of members in the immediate family (not to  
45 exceed one day) or birth or wedding of members in the immediate  
46 family  
47

1 d) Birth or wedding of members in the immediate family

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3 e. Serious household emergencies. Serious household emergencies are  
4 those that by necessity cannot be delayed or cared for outside the  
5 regular work day.

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7 f. Funerals for close friends.

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9 g. Emergency closure

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11 h. Major family events (child graduating from college; family member  
12 returning from foreign military service.)

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14 i. Religious Observance

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16 Up to an additional three days may be approved by the superintendent for  
17 exceptional circumstances.

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19 **E. Immediate Family**

20 For purposes of this article, immediate family shall include the employee's spouse or  
21 domestic partner (requires a domestic partnership affidavit on file in Human  
22 Resources), father, mother, son, daughter, brother, sister, grandparents,  
23 grandchildren, step-parents, aunts, uncles, nieces, nephews, in-laws and/or  
24 persons sharing a close personal relationship that includes a responsibility for common  
25 welfare (for example, but not limited to step-children or foster relatives).

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27 **F. Family Illnesses**

28 For household family illnesses, where the employee's presence is required, the  
29 employee may choose to use up to four (4) ~~three (3)~~ days of his/her:

- 30  
31 • Emergency leave  
32 • Sick leave (Additional days may be used in accordance with OR Sick  
33 Time law, and OFLA/FMLA when applicable)  
34 • Vacation leave (if applicable); or  
35 • The day may be taken without pay  
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37 **G. Cost of Substitute Leave**

38 Each employee is entitled to three shift-days per year for which the cost of the  
39 substitute (step one of the pay scale) is deducted from his/her salary. These days may  
40 be used for personal or professional needs that cannot be taken care of outside the  
41 regular work day. In situations where the district feels it is warranted, additional cost of  
42 substitute days will be considered if such leave does not unduly disrupt the district's  
43 educational program.  
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1 **H. Worker's Compensation Leave**

2 1. Any employee who has filed a Workers' Compensation claim that includes time  
3 loss may be paid during the (3) day waiting period before insurance carrier payments  
4 begin by opting to use accumulated sick leave or vacation leave, or emergency leave.  
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6 2. The employee, or the Association on their behalf, needs to notify Human  
7 Resources as to their choice of using sick leave, emergency leave, vacation time or  
8 unpaid days to fulfill the other 30% of wages lost. If no such notification occurs, the  
9 District shall use available days in this order: sick leave, emergency leave, vacation time  
10 or unpaid leave.  
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12 a. The employee must turn in a classified leave slip, marking "Worker's  
13 Comp" as the reason for absence. The District will deduct one (1) day  
14 of sick leave from the employee's accrued sick leave and the employee  
15 will continue to be paid at his/her regular rate of pay.  
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17 b. The employee will keep wage loss payments from the insurance  
18 carrier, The District will deduct appropriate leave (as per a.  
19 above) and the employee will continue to receive their  
20 regular rate of pay.  
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22 c. An employee electing unpaid days (as per a. above) shall not have  
23 accrued leave deducted from their leave account (in essence receiving  
24 only insurance carrier payments for their time loss period).  
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26 **I. Military Leave**

27 In accordance with ORS 408.290, any employee who has been employed by the  
28 District for a period of six (6) months or more is entitled to a leave of absence from  
29 duties for military duty for a period of time not to exceed fifteen (15) days in any one  
30 calendar year without loss of time, pay, or regular leave. An employee shall notify the  
31 District of the dates of military leave within ten (10) days after receipt of military call-up  
32 orders or if a specific request is made by the employee within ten (10) days following the  
33 request.  
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35 **I Workplace Protections for Victims of Domestic Violence, Sexual Assault or Stalking**

36 In accordance with ORS 659A.290 the Employer agrees to provide reasonable safety  
37 accommodations to employees who are victims of domestic violence, sexual assault or  
38 stalking (DVSAS).  
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