

## Article 13 - Paid Leaves of Absence

### 13.1 Sick Leave

A. Full-time employees: In accordance with ORS 332.507, bargaining unit members shall accrue sick leave at the rate of ten days (10) per year or one (1) day for each month worked, whichever is greater. Sick leave time will be credited to each employee at the beginning of the employee's work year for the ESD.

B. Part-time employees: Part-time employees accrue sick leave on a pro rata basis, according to the percentage of a full-time schedule that the part-time employee is scheduled to work. The sick leave paid for a day of illness for a part-time employee will be based on the number of hours the employee was scheduled to work that day.

C. Utilization: Sick leave shall be available for the employee's own illness or injury or any other purpose for which sick leave is available under Oregon sick leave law. ~~Under Oregon law, an employee may use up to 40 hours of their own accrued sick leave in a fiscal/contract year (July 1 to June 30) to care for an ill family member without applying for or determining eligibility under the Oregon Family Leave Act ("OFLA") or the Family Medical Leave Act ("FMLA"). Sick leave usage for family illness beyond 40 hours may be available pursuant to FMLA/OFLA. The definition of a family member under SB454 "Sick Time", is the same as OFLA (employee's spouse; same-gender domestic partner; biological, adoptive, step or foster child; child of a same-gender domestic partner; custodial or non-custodial parent; step parent; parent in law; parent of same-gender domestic partner; grandparent or grandchild; a person with whom the employee is or was in a relationship of in loco parentis).~~

1. If an employee terminates employment with the ESD during the employee's work year and has utilized more sick leave than accrued, the value of sick leave used in excess of entitlement shall be deducted from the employee's final paycheck.

D. Employees may request to have their sick leave balance from another Oregon school district transferred to the employee's sick leave balance with the ESD. **This transfer shall be in accordance with ORS 332.507.**

### 13.2 Bereavement Leave

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A. A maximum of five (5) days per occurrence may be used for absence due to death in the immediate family of the employee. Bereavement leave days do not have to be used consecutively.

B. An employee may qualify for ten (10) days bereavement leave under OFLA. Employees seeking bereavement leave may make a request by applying under OFLA, and OFLA rules concerning eligibility will be applied. If an employee qualifies for bereavement leave under OFLA, the 10 days of leave will run concurrently to include the 5 leave days described in 13.2.A above and the employee may use accrued sick leave for pay for the 5 days not covered under part 13.2.A above. The leave is limited to 10 days total per occurrence and must be completed within 60 days of the date the employee learned of the death. Bereavement leave will count toward the total amount of OFLA eligible leave. Bereavement leave is not accumulative.

C. The "immediate family" shall be defined as mother, father, brother, sister, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, those who stood in loco parentis, spouse, spouse's and employee's grandparents, grandchildren, a person regularly residing in the household, and domestic partner as defined by the Oregon Bureau of Labor and Industries.

### 13.3 Personal/Emergency Leave

A. Up to three (3) days of personal/emergency leave will be granted to each employee each work year with full pay.

1. Emergencies are defined as situations which cannot be dealt with outside of working hours which are suddenly precipitated or unplanned or where preparing could not relieve the necessity for the employee's absence and which requires the employee to be absent ~~him/herself~~ from ~~their~~ his/her duties.

2. Personal leave is defined as leave for matters which require absence during work hours which can be planned/prepared for and where the nature of the business may not be dealt with at any other time. Personal leave may not be used to extend a vacation or holiday, for union business, or for personal illness if the employee has accrued sick leave.

3. If a substitute is required, the leave is usable in not less than one-half (½) day increments. If a substitute is not required, the leave is usable for a minimum of one hour.

4. Personal/emergency leave does not accumulate from year to year.

B. A request to the member's supervisor for Personal Leave shall be given at least five (5) days in advance. The employee will be notified preferably within one (1) day, but no longer than two (2) days of the approval or denial of the request. If denied, the employee will be notified of the reason for denial. A leave request shall be submitted **electronically in absence management** ~~on a form developed by the ESD~~. No reason for use of personal leave other than "personal" or "emergency" shall be required, except to confirm that it complies with the language of this Agreement. It is understood that a request for Emergency Leave use will not be completed two days in advance, but will be completed as quickly as possible following the emergency.

C. At the end of each fiscal year, employees shall be paid for any unused personal/emergency leave. The rate of pay for unused personal business leave shall be the employee's regular rate of pay and will be included in the final paycheck for the calendar school year.

D. Personal/emergency leave will be prorated for employees hired after July 1 of any fiscal year. Staff hired prior to October 31 of the year shall receive 3 personal days; staff hired **between** November 1 and ~~prior to~~ March 1 shall receive 2 days, and ~~those~~ staff hired **between** March 1 and **June 30** ~~after of the fiscal year~~ shall receive 1 day.

#### 13.4 Emergency Closure Leave

A. When schools are closed because of inclement weather or other unforeseen problems (e.g., power outages), employee work schedules will be determined by the ESD. Employees will be expected to report for work unless notified to the contrary by the ESD. Employees may be notified via commercial radio stations, other media, and emergency/flash alert notification.

B. Classified employees who work less than 240 days shall not report to work, nor shall they suffer any loss of pay on the days when the employees of the school district(s) to which the employee is assigned on that day are not required to report to work due to inclement weather or emergency closures. The ESD may arrange for an alternate work location to which the affected employee may be required to report. With their supervisor's approval, the employee may work from home. The ESD shall have the right to require members to make up the time lost, without additional pay, as long as the total days worked does not exceed the employee's maximum work year days. In the event a school building or the school district to which the

employee is assigned is closed after the start of the school day, the employee shall remain at the workplace until released by an authorized officer of either the local district or the ESD.

C. Employees that work 250 days or more who are notified not to report for work on an emergency closure day, will be paid for a maximum of two (2) days for Emergency Closure Pay during the school year. To be eligible for the Emergency Closure Pay, an employee must work either the day before or the day after the closure, if those are regularly scheduled workdays for the employee. A day of vacation, sick leave, or other paid authorized day off shall constitute a scheduled workday for this purpose.

D. Employees who are notified their assigned work location is open, but they are unable to reach their work location, will have the option of using personal leave, vacation time (if they are entitled to this benefit), or may take unpaid ~~personal~~ leave if all other leaves have been used. Adjustments in pay because of emergency closure will be made in the employee's next monthly paycheck.

### 13.5 Jury Duty

If an employee is summoned for jury duty, the ESD shall grant the employee permission to serve without loss of regular salary. All monies received as a result of service, other than expense reimbursements, will be deducted from the employee's regular pay. If the court releases the employee before noon, the employee shall return to the worksite and complete the assigned shift.

### 13.6 Legal Leave

A. If an employee is summoned in a legal case involving ~~their~~ his or her work for the ESD, the ESD shall grant the employee permission to leave without loss of regular salary. All monies received as a result of the subpoena, other than expense reimbursements, will be deducted from the employee's regular pay.

B. This legal leave provision does not apply in any legal proceedings in which the employee or the Union is a complainant against the ESD, or is a witness in behalf of a claimant against the ESD or its personnel acting in the course and scope of their employment, or where the employee is a criminal defendant in a case including traffic citations.

### 13.7 Military Leave

A. Any employee who is a member of the Oregon National Guard or the National Guard of any other U.S. state shall be entitled to and shall be granted military leave of absence for a period not exceeding the time period specified by ORS 659A.086, under the following conditions:

1. The employee has given prior notification to ~~their~~his/her immediate supervisor of the date ~~they are~~he/she is to report for military duty.

2. The employee provides a signed copy of orders requiring ~~their~~his/her participation in military duty to the Human Resources department prior to leaving, or when this is not possible, within five (5) days of returning to work.

B. Such absence shall be in addition to any vacation or illness and injury absence benefits to which the employee is entitled, if the employee is required to report during ~~their~~his/her regular work assignment.

C. While on leave, there shall be no loss of seniority, vacation, or sick leave to which the employee might otherwise be entitled.

D. Upon return from leave, the employee shall be placed in the position last held or an equivalent position in the ESD. Military leave of absence is construed as regular service in regard to salary steps.

E. The employee is not subject to removal or discharge from the position as a consequence of the leave of absence.

13.8 Less than full-time employees will receive paid leaves of absence on a prorated basis.