

1 Great Falls School District

2
3 **PERSONNEL**

5321

4
5 Leaves of Absence

6
7 Sick Leave

8
9 Staff covered by a collective bargaining agreement shall be granted sick leave according to the
10 terms of the current collective bargaining agreement.

11
12 Employees not covered by a collective bargaining agreement shall be granted sick leave benefits
13 in accordance with § 2-18-618, MCA. "Sick leave" means a leave of absence, with pay, for a
14 sickness suffered by an employee or a member of his or her immediate family. The employees'
15 immediate family shall be defined as father, mother, sister, brother, spouse, son, daughter, step-
16 son, step-daughter, spouse's father, spouse's mother, grandchildren, grandparents, brother's
17 spouse, sister's spouse, spouse's sister, spouse's brother, child's spouse, step child's spouse.
18 Nothing in this policy guarantees approval of the granting of such leave in any instance. Each
19 request will be judged by the District in accordance with this policy and the governing collective
20 bargaining agreements.

21
22 Sick leave may be used by an employee when they are unable to perform job duties because of:

- 23
24
- A physical or mental illness, injury, or disability;
 - Maternity or pregnancy-related disability or treatment, including prenatal care, birth, or
25 medical care for the employee or the employee's child;
 - Quarantine resulting from exposure to a contagious disease;
 - Examination or treatment by a licensed health care provider;
 - Necessary care for a spouse, child or parent with a serious health condition, as defined in
29 the Family and Medical Leave Act of 1993.
- 30
31

32 It is understood that seniority shall accumulate while a teacher or employee is utilizing
33 accumulated sick leave credits. Seniority will not accumulate unless an employee is in a paid
34 status. The administration is authorized to request documentation or evidence supporting a leave
35 request. Abuse of sick leave is cause for discipline up to and including termination.

36
37 Bereavement Leave

38
39 Staff covered by a collective bargaining agreement shall be granted bereavement leave according
40 to the terms of the current bargaining agreement.

41
42 Each employee shall be allowed to use up to three (3) days at full pay for absences from school
43 for each occurrence of death in the employee's immediate family or for any other member of the
44 employee's immediate household. This leave allowance is in addition to other leaves allowable
45 in this contract. Immediate family shall be defined as employee's father, step-father, father's
46 brother, father's sister, mother, step-mother, mother's brother, mother's sister, sister, brother,

1 husband, wife, son, daughter, step-children, foster children, daughter-in-law, son-in-law,
2 grandparent, great grandparent, grandchild, brother's spouse, brother's child, sister's spouse,
3 sister's child, spouse's father, spouse's mother, spouse's sister, spouse's brother, or step child's
4 spouse.

5
6 Bereavement leave may be extended by the use of sick leave with prior approval. The Request
7 for Administrative Approval must be completed.

8
9 Sick leave may be used for the funeral, memorial service or other related activities of a person
10 outside of the immediate family, as defined above. The administration is authorized to request
11 documentation or evidence supporting a leave request. The Request for Administrative Approval
12 must be completed.

13
14 Bereavement leave allowance is not cumulative from year to year. This shall be an emergency
15 leave applicable for the particular occasion only.

16
17 Civic Duties Leave

18
19 Staff covered by a collective bargaining agreement shall be granted civic duty leave according to
20 the terms of the current collective bargaining agreement.

21
22 Leaves for service on either a jury or in the legislature shall be granted in accordance with state
23 and federal law. A staff member covered by a collective bargaining agreement, hired to replace
24 one serving in the legislature, does not acquire tenure.

25
26 An employee not covered by a collective bargaining agreement who is summoned to jury duty or
27 subpoenaed to serve as a witness may elect to receive regular salary or to take vacation leave.

28 An employee who elects to receive regular salary must remit to the District all juror and witness
29 fees and allowances (except for expenses and mileage).

30
31 The District may request the court to excuse an employee from jury duty, when an employee is
32 needed for proper operation of the school.

33
34 Cross Reference:

35 Family Medical Leave Act

36
37 Legal Reference:

38 42 USC §2000e	Equal Employment Opportunities
39 § 2-18-601(15), MCA	Definitions
40 § 2-18-618, MCA	Sick Leave
41 § 2-18-619, MCA	Jury Duty – Service as Witness
42 § 39-2-104, MCA	Mandatory Leave of Absence for Employees Holding Public 43 Office
44 § 49-2-310, MCA	Maternity Leave - Unlawful Acts of Employers
45 § 49-2-311, MCA	Reinstatement to Job Following Pregnancy - Related to Leave of 46 Absence

1
2
3
4
5
6
7

Policy History:

Adopted on: July 1, 2000
Revised on: February 8, 2010
Revised on: August 23, 2010
Revised on: June 11, 2018
Revised on: June 27, 2022