

## ARTICLE 11 - PAID LEAVE

**Section 1. Holidays.** Holidays for employees in the bargaining unit shall be as follows:

### Employee Work Days

0-249

Labor Day

Veterans Day

Thanksgiving Day

**Day after Thanksgiving**

Christmas Day

New Year's Day

**Martin Luther King, Jr. Day**

Presidents Day

Memorial Day

Independence Day

### Employee Work Days

250-260

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Martin Luther King, Jr. Day

Presidents Day

Memorial

Juneteenth

Day

June 19<sup>th</sup>, hereinafter referred to as "Juneteenth," shall be recognized on June 19<sup>th</sup>. If this day falls on a Saturday it shall be observed on the preceding Friday, if it falls on a Sunday it shall be observed on the

succeeding Monday. For employees whose work calendar is between 0-249 days, Juneteenth shall be a non-contract day.

Employees in the bargaining unit shall be compensated for the holiday as though that employee had worked a regular schedule for the day. To be eligible for holiday pay, an employee must be in a paid status on the last regularly scheduled work day before and the first regularly scheduled work day after the holiday.

If an employee is required to work on the holiday, ~~he/she~~ **they** shall in addition to the above specified holiday pay receive pay at one and one-half times ~~his/her~~ **their** regular hourly rate for the hours worked.

**Section 2. Vacation.** Only employees whose scheduled work year, including paid holidays, is two hundred forty (240) days or more shall be eligible for vacation. Except for employees hired prior to July 1, 1983, eligibility for vacation shall be determined on a year-by-year basis. Vacation time earned by employees shall be as follows:

Upon completion of the new employee probationary period, each employee whose primary position is for 240 days or more shall be credited with five (5) days of accrued vacation time. Monthly accrual of vacation after completion of such probationary period shall be as follows:

	Monthly	Annual
	<u>Credit</u>	<u>Equivalent</u>
Through 5 years of service:	.83 day	10 days
After 6 <sup>th</sup> anniversary:	.92 day	11 days
After 7 <sup>th</sup> anniversary:	1 day	12 days
After 8 <sup>th</sup> anniversary:	1.08 days	13 days
After 9 <sup>th</sup> anniversary:	1.17 days	14 days
After 10 <sup>th</sup> anniversary:	1.25 days	15 days
After 16 <sup>th</sup> anniversary:	1.33 days	16 days

After 17 <sup>th</sup> anniversary:	1.42 days	17 days
After 18 <sup>th</sup> anniversary:	1.5 days	18 days
After 19 <sup>th</sup> anniversary:	1.58 days	19 days
After 20 <sup>th</sup> anniversary:	1.67 days	20 days
After 25 <sup>th</sup> anniversary:	2.08 days	25 days

No monthly vacation credit shall be given to any employee who has more than two (2) times the annual accrual credited to his/her account.

Vacation of more than one (1) week in duration shall be requested at least four (4) weeks in advance and shall be on a first-request-received-has-priority basis. Approval of vacation time off shall be subject to the operational needs of the District.

**Section 3. Sick Leave.** All employees shall receive one (1) day of sick leave credit for each month worked. Any month in which the employee is paid for more than ten (10) days of work, including paid leave time, shall qualify as a month worked. Employees will be credited with the total amount of their annual sick leave at the beginning of each employee’s work year. An employee who leaves employment with the District and has used more sick leave than was earned at the time of separation shall have the value of the unearned but used sick leave withheld from ~~his or her~~ **their** final paycheck.

Use of sick leave shall be governed in accordance with Oregon Law. (OFLA, Oregon Sick Leave Law, **Paid Leave Oregon**, and Oregon Sick Time Law.)

**Section 4. Personal/Emergency Leave.** Employees shall be granted ~~three (3)~~ **five (5)** days of absence per year for personal, legal, business, household, family matters, or emergencies which require absence during school hours. Such leave may be used in half-day increments with supervisor approval. Personal leave shall not be used to perform duties for another employer.

Except in emergencies, personal leave must be applied for to the employee’s immediate supervisor at least five (5) days before taking such leave. Said notice shall not state the reason for taking such leave other

than it is being taken under this Section. Such leave shall not be taken on the day preceding or following a vacation or break period without permission of the Superintendent/designee.

A vacation/break period shall be defined as any weekday non-contract/non-instructional day for all employees. (i.e. beginning of school year, holidays, conference, winter break, spring break, end of school year, etc.)

Personal leave shall not accumulate from one fiscal year to the next. However, any employee who works the full school year and has not used all or a portion of the ~~three (3)~~ **five (5)** days shall be paid at ~~the Step 1 rate of his/her their classification~~ **their regular rate of pay** at the end of the school year for that portion of the ~~three (3)~~ **five (5)** days which were not used. Any employee who begins employment after the start of their scheduled work year or is terminated before the end of their scheduled work year shall receive a prorated personal leave credit based upon the portion of the scheduled work year which was actually worked. If at the point of termination of employment, the employee has used more personal leave than the amount to which they were entitled, the excess amount used shall be deducted from the employee's final pay.

## **Section 5. Bereavement Leave.**

a. Up to ~~three (3)~~ **five (5)** paid days total for the death of each member of the employee's immediate family. "Immediate family" shall be interpreted as spouse, domestic partner, mother, father, daughter, son, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, uncle, aunt, nephew, niece, grandfather, grandmother, grandchild and stepmother, stepfather, stepchildren, stepbrother, ~~and~~ **stepsister, or any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship.** At the request of the employee and at the discretion of the Superintendent/designee, extra paid days leave may be granted. If requested employees will be granted up to one (1) day unpaid leave for the death of friends or relatives outside the immediate family.

b. **In accordance with OFLA, bereavement leave shall be available within 60 days after an employee learns of the death of a family member** ~~Bereavement leave must normally be used within two (2) weeks of the death of a family member listed above. In circumstances where the settling of an estate requires activities outside the two (2) week limit an employee may use bereavement leave up to a month after the death by scheduling such time in advance.~~

c. Employees **who need additional time to** dealing with bereavement issues ~~outside of the aforementioned two (2) week period,~~ may use personal leave, sick leave (with a health care professional's certification of need), or unpaid leave (at the discretion of the District).

d. Additional leave for bereavement purposes outside the scope of subsections (a), (b), or (c) of this Section shall be at the Superintendent's (or **his/her their** designee's) discretion, or as otherwise required by law.

**Section 6. Jury Duty and Court Appearance.** Any classified employee, regardless of **his/her their** place of residence, who serves on jury duty or as a witness under subpoena, shall suffer no loss of pay while on jury duty or service as a witness, provided: (a) All fees received by the employee for jury duty or witness fees are forwarded to the District business office; however, the employee may retain mileage fees, and (b) the employee is not a party in interest to the proceeding or appearing in response to a subpoena obtained by or at the request of the Union. Each employee shall promptly notify ~~his or her~~ **their** supervisor and provide a copy of the summons upon notice of jury duty or upon receipt of a subpoena. If an employee's jury duty or court appearance ends on a given day at a time prior to the end of ~~his or her~~ **their** regular shift, the employee shall return to work for the remainder of ~~his or her~~ **their** shift unless less than one (1) hour remains in the shift.

**Section 7. Injury on Duty.** In the event a classified employee is absent from **his/her their** duties due to an accident covered by the District's workers' compensation carrier, the employee shall have the following options:

- a. The employee may receive funds due ~~him/her~~ **them** under the District's workers' compensation carrier and be granted an unpaid leave of absence without any charge being made against employee's sick time leave.
- b. The employee may make claim for use of any available sick leave time, but the same shall be reduced by the sums paid employee by the District's workers' compensation carrier. If an employee selects this option, the District shall pay the difference between the amount received from the workers' compensation carrier and the employee's regular amount of pay. This difference will then be charged against the employee's available sick leave by translating dollars into hours of sick leave at the employee's regular rate of pay. This option shall not be available when an employee has exhausted all available sick leave.

- c. If the District elects to return an employee to work in a light duty position with restrictions from full and regular duties, the District and Union shall review and discuss any District proposal to implement a reduced rate for the employee to reflect the fact that not all duties of the position are being performed. This provision shall not obligate the District to create a light duty position.

**Section 8. Religious Leave.** The District recognizes that adherents of certain *bona fide* religions may have requirements due to the faith's designation of certain "holy days" during which adherents are prohibited from performing work and/or are required to attend religious services. As an expression of its commitment to diversity, tolerance, and religious freedom, the District shall permit adherents of such religions to utilize paid vacation, personal/emergency leave, accrued compensatory time, or unpaid leave at the employee's discretion ~~in order~~ to observe required "holy days." Employees may not utilize unpaid leave until all vacation, personal/emergency leave or compensatory time has been used.

~~In addition, and with the approval of the District, such employees may also be permitted to "flex" such time so that their lost hours will be made up without loss of pay to them. Hours which are flexed under this Section shall not be eligible for overtime or compensatory time compensation.~~

Employees who wish to have the value of their anticipated unpaid leave for religious purposes spread among the remaining paychecks for the year shall submit to the Human Resources Department a proposed calendar of vacation, personal and unpaid leave to be taken during the year no later than September 10<sup>th</sup>. Reductions to pay resulting from those leave days categorized as unpaid in accordance with this section shall then be spread evenly among the employee's remaining paychecks.

#### **Section 9 – Sick Leave Bank (SLB)**

**The Sick Leave Bank shall be discontinued on June 30, 2025. The accumulated sick leave in the SLB shall be credited back to the member who donated it.**

**\* Shall this be done by MOA and this entire section removed from the CBA?**

1. **SLB Committee**

1. The committee shall be composed of three (3) Association members.
2. The committee shall award or deny any Association member's request for leave from the bank. The decision of the committee shall not be subject to the grievance process.

2. **Donation to SLB**

1. To become enrolled, and stay enrolled, in the SLB, prior to November 1, association members will have the option to donate a minimum of one full day, in half or full day increments, up to a maximum of three full days within one school year.
2. Association member may donate additional sick leave days, up to the maximum, at their discretion.
3. SLB will maintain a minimum balance of 20 days. If requested leave would require SLB to fall below the minimum balance:

i. The committee would determine whether additional hours donations are necessary.

ii. Members will not be required to re-donate more than one (1) time per calendar year.

1. Any time remaining in the SLB on June 30 will automatically roll to the next year to begin the SLB balance. The SLB Committee will review the balance at the beginning of the year to determine whether there needs to be a sick leave contribution for the new year by current SLB members.

3. **Withdrawal from SLB**

1. SLB can only be used if Association member has exhausted all available types of District paid leave.
2. Members must request leave in half or full day increments, up to a maximum of twenty (20) days.
3. If a member is terminated or leaves the district during or after a contract year, donated hours will not be returned to the member.
4. Only members enrolled in SLB may access leave from the bank.

4. **Qualifications to apply for SLB**

1. Association member has provided proof of a personal or immediate family (spouse or child) member's serious physical health care condition from a medical provider.
2. Association member must have been employed for minimum of 90 days.
3. Association members employed on a temporary contract, hired before October 1 and with a contract length of at least 135 days shall be eligible.
4. Association member initiates a contact with the Committee.
5. Association member completes and returns the application.
6. Application is reviewed by the Committee.
7. Association member will receive written notification of the Committee's decision within ten (10) working days of receipt of application.

8. Upon approval, the Business Office will make appropriate adjustments to the Association member's leave and time sheet records.