

ARTICLE 10 LEAVE OF ABSENCE WITH PAY

A. Sick Leave ~~With Pay~~

1. Family Member

For purposes of ~~Article 10 this agreement~~, "family member" shall be defined as that provided for in ORS 659A.150:

"(4) "Family member" means:

(a) The spouse of a covered individual;

(b) A child of a covered individual or the child's spouse or domestic partner;

(c) A parent of a covered individual or the parent's spouse or domestic partner;

(d) A sibling or stepsibling of a covered individual or the sibling's or stepsibling's spouse or domestic partner;

(e) A grandparent of a covered individual or the grandparent's spouse or domestic partner;

(f) A grandchild of a covered individual or the grandchild's spouse or domestic partner;

(g) The domestic partner of a covered individual, or

(h) Any individual related by blood or affinity whose close association with a covered individual is the equivalent of a family relationship."

2. All employees shall accrue sick leave in accordance with the provisions of Oregon's School Employee Sick Leave Law (ORS 332.507) and the Oregon Paid Sick Pay Law (ORS 653.601-653.661) ~~related to their and/or their family's illness or injury~~

4. ~~3.~~ Full-time 12-month employees shall accrue 12 ~~(twelve)~~ days each fiscal year, and employees who serve for a fraction of the fiscal year and/or a fraction of the regular workday shall accrue sick leave benefits on a pro-rated basis. Computations shall be based on a single workday reporting schedule and the number of days reporting. Additionally, at the beginning of their contracted year, each employee shall be awarded three (3) days of sick leave equivalent to three (3) of the employee's regular workdays. These three days replace the "Family Illness Leave" benefit that appeared in previous collective bargaining agreements. Bus drivers shall have their allocation based on their ~~previous June route package hours, for the current year.~~ In no event will sick leave be available for a day that would not otherwise have been a regular workday. Each employee shall be furnished ~~with~~ a statement ~~for~~ each payday showing the number of hours of accumulated unused sick leave available. Unused sick leave shall accumulate to an unlimited total.

~~2.4.~~ An employee whose term of illness extends through June 30 of any given fiscal year, and at that time has not used up all paid accruals shall be able to continue to use their sick leave accruals at the beginning of the next fiscal year. However, in these cases, such an employee's sick leave account shall not be credited for additional hours in the new fiscal year until they have returned to work. An employee with an illness covered by accumulated sick leave benefits shall be subject to disciplinary action, if other unauthorized employment is undertaken while the employee is absent.

~~3.5.~~ Sick leave is a right of an employee when used in accordance with this Article and sick leave statutes. The District may require medical certification as a condition of allowance of

sick leave when an employee is absent in excess of 10 (ten) consecutive workdays.

4.6. If the employee's absence may qualify under state and/or federal leave laws, then the employee will provide a medical certification along with the application no later than three (3) days following the start of the leave. The District shall provide written notice of the reason(s) for requiring the medical certification upon request by the employee.

5.7. If the medical certification indicates an employee can return to their duties, they shall return, or in continued absence may be disciplined up to and including termination.

6.8. Sick leave shall not be considered available as terminal leave, either in time or in dollars, except as reported to the Public Employees Retirement System upon retirement.

7. Sick leave shall be utilized for personal or family members' medical, dental, and optical appointments on an hour for hour basis. Sick leave may be utilized for absence due to personal or family member's physical and/or mental illness, injury or any disabling condition including pregnancy as verified by a healthcare provider.

8. Qualifying family members under Section A.1 of this Article include: Spouse, domestic partner, child (including adopted, stepchild, foster child), domestic partner's child, parent, parent-in-law, domestic partner's parent, grandparent, grandchild, and any individual whom an employee has or had an in loco parentis relationship as defined under ORS 653.601.

9. When an employee is absent due to illness or injury compensable under the Workers' Compensation Law, the District's obligation to compensate the employee from any of the employee's paid accruals is limited to the difference between the payment received as a result of Workers' Compensation award and the employee's regular salary. In such instances, prorated charges will be made against accrued leave. The order of the accruals to be used are as follows: sick leave, vacation leave, and then personal leave.

10. Any employee on workers' compensation leave who has exhausted their sick leave and whose healthcare provider certifies a return to two (2) months of light duty work, will receive the same District-paid insurance contribution for those two (2) months and one (1) additional month.

11. An employee absent from work due to injury that is the result of workplace violence while acting in their capacity as an employee for the District, will receive compensation for up to three (3) days of pay at the employee's per diem rate, per instance. In order to qualify for such compensation, the employee must have an accepted Workers' Compensation claim associated with that injury.

4.12. For the purposes of transferring sick leave, the District shall permit an employee to transfer up to 75 (seventy-five) days of unused sick leave from another Oregon school district. The accumulation shall not exceed that carried by the most recent Oregon school district. However, the transfer of sick leave from another Oregon school district shall not be effective until the school employee has completed 30 (thirty) days in the new district.

5.13. An employee may use sick time to donate blood in accordance with State Law.

B. Paid Family Medical Leave Insurance Leave Oregon (PLO)

1. For purposes of administering Oregon's Paid Family and Medical Leave Insurance Leave Oregon (PFMLI PLO program), the District has the option to change to or from a state plan and a state approved equivalent plan provided employee contributions with an equivalent plan do not exceed the amount that an eligible employee would otherwise be required to contribute with a state plan. PFMLI PLO will run concurrently with OFLA/FMLA other state or federal programs to the extent that the law requires.
2. Employees must make the decision to either run their paid leave accruals concurrently or not concurrently with PFMLI PLO when providing notice of their foreseeable leave to the Leaves department Human Resources. Employees will enter the amount of their accruals they want to use in the absence management system and will be subject to payroll deadlines. If employees choose to use their accruals, they will enter their absences in the District's absence management system. If they an employee choose not to use their accruals, the Leaves Department Human Resources will enter their absences on their behalf.

If advanced notice is not possible due to an emergency or unforeseeable event, the employee must notify the Leaves department Human Resources as soon as possible.

3. If an employee's PFMLI PLO leave is extended, the employee will be allowed to modify their paid leave accrual election at that time. Any wages paid to an employee based on the employee's paid leave accrual election will be final and not subject to a repayment or restoration of accruals.

C. Court Appearances

1. If an employee must appear in court on their own behalf, they may use their personal leave, vacation, or take leave without pay.
2. If an employee is called for jury duty or is subpoenaed as a witness in a court case related to their work with the District, they will be compensated by the District at their current rate of pay, for the hours of work lost as a result of court appearance or duty, less the amount of reimbursement paid by the court, excluding mileage reimbursement. The District may require a jury summons to be provided by the employee.
3. In the event the employee is a claimant against the District, then their leave shall be without pay.
4. Day shift employees will be required to report for work if their court appearance ends on any day in time to permit at least two (2) hours work in the balance of their regular shift. They shall not receive pay for any hours not worked or in court. Other shift employees will not be required to report for work on any day they have performed court duty for more than one-half day, provided such absence shall be without pay. Hours paid for court appearances will be counted as hours worked for the purpose of computing leave benefits and insurance contributions.

D. Personal Leave

1. Employees shall have available a total of three (3) days per fiscal year for personal leave purposes. Such leave shall not accumulate from year to year. Such leave shall not be used for any purpose for which other leaves are specifically provided by this Agreement unless those leaves have been exhausted. Requests for leave must be made in writing at least three (3) workdays prior, unless it is an emergency, then the request will be provided as soon as practical. If the employee submitted their request at least three (3) workdays prior to the personal leave and the supervisor has not rendered a decision in writing to the employee within three (3) workdays, the request will be automatically approved. The supervisor's decision may be appealed to the Director of Human Resources or designee within 14 (fourteen) calendar days of a supervisor's denial of use of personal leave.

2. The following restrictions apply to the use of personal leave:

- The first three student days of the school year
- The last three student days of the school year
- One day prior to winter break
- One day prior to spring break
- One day after spring break
- One day after winter break
- The day prior to a paid holiday

2.3. Exceptions to the personal leave restrictions may be granted at supervisor discretion.

4. An employee who serves for a fraction of the school year or school day shall receive the benefit on a prorata basis.

5. Personal leave hours will be front loaded to an employee after the employee has worked one (1) full day after the start of the fiscal year.

Unused personal leave will move to the employee's sick leave at the end of each fiscal year or at the end of their employment.

6.

3. Personal leave may not be used during blackout dates, defined as the first five (5) student contact days at the start of the school year or the last five (5) student contact days at the end of the school year, the week prior to or the day following Winter and Spring Break or the day immediately prior to or after a holiday.

4.7. Exceptions to blackout dates will be made on a case-by-case basis for once in a lifetime events (i.e. wedding or graduation) by submitting a written request to the employee's supervisor. These exceptions must be communicated to payroll and Human Resources in order not to result in a loss of pay.

E. Association Leave With Pay

Association representatives shall be allowed time away from their duty stations without loss of pay when required and authorized by the District for the specific purposes of meeting

with District representatives concerning administration of this contract and **adjusting** **processing** grievances under the procedure defined herein.

F. Educational Leave **With Pay**

Leaves of absence with pay to attend workshops, conventions, or other training programs may be granted upon proper application to the supervisor, with approval by the Superintendent or their designee. Such leave shall apply only to programs which in the District's judgment will improve District operations. Expense allowances for meals, lodging, and travel may be granted for such leave according to District policy. An itemized expense account must be submitted to the Fiscal Services office upon return.

G. Military Leave **With Pay**

The District will comply with all state and federal laws regarding military leave. Military leave may be with or without pay based on the type of orders received by the employee. This leave is available to all qualifying employees, including employees in probationary status. Employees will notify **the Benefits and Leaves Department** **Human Resources** to process Military Leave requests.

H. **Family Illness Leave**

Family illness leave may be utilized for absence due to critical illness or injury of a family member as defined in Section A of this Article and includes sibling, aunt, uncle, niece, and nephew to a maximum of three (3) regular workdays per fiscal year. A critical illness/injury means any illness/injury requiring the employee's presence. When the family member resides outside the employee's household, the employee's presence must be necessary in order for the employee to take leave. Employees may use any available vacation leave in accordance with the provisions of Article 9.

I.H. Bereavement Leave

Bereavement leave with pay, not to exceed five days per bereavement, shall be granted to each employee due to the death of a family member or for pregnancy loss. This leave may be entered by the employee through the normal absence reporting system. Employees are required to identify the relationship to the employee in the system. The purpose of this leave is to allow the employee the necessary time to attend the funeral and to take care of other necessary arrangements. The District may request documentation to support an employee's bereavement leave. An employee shall have bereavement leave up to five (5) working days with pay per occurrence. Such leave shall be available to an employee in the event of death in the employee's immediate family due to the death of a family member or for a pregnancy loss. The immediate family shall be defined for the purpose of this section as parent, parent-in-law, spouse, domestic partner, child (including stepchild, foster, adopted, and a child whom the employee stands in loco parentis), grandparent and grandchild, sibling (including step-brother and step-sister), aunt, uncle, niece, and nephew or for a pregnancy loss. This leave may be entered by the employee through the normal absence reporting management system. Employees are required to identify the relationship of their family when entering their absence. The District

~~reserves the right to request written verification of death from employee~~ Employees may request to use ~~any~~ available vacation leave in accordance with the provisions of Article 9. ~~If additional time is needed.~~ Probationary employees are eligible to use bereavement leave.

Note: There are additional bereavement leave opportunities in Article 11, Leave of Absence Without Pay.

Parent-Teacher Conferences

~~Classified staff who need to~~ may attend parent/teacher conferences for their children a family member for up to two hours per conference ~~would be allowed to arrange time to attend conferences for their own children that is least disruptive to the employing school's or department's conference day schedule without a loss of pay or deduction from the employee's leave accruals.~~

Such leave is subject to supervisor approval and cannot create an undue burden on District operations. The District may request documentation to support an employee's leave.

ARTICLE 13 SICK LEAVE BANK/SHARED VACATION LEAVE

A. Sick Leave Bank

The purpose of the sick leave bank shall be to extend additional sick leave hours for an employee should an illness or injury ~~as described in this Article 13, Section A.3 below~~ exhaust the employee's accumulated sick leave, vacation ~~accruals leave, and~~ personal leave ~~and compensatory time.~~

1. New employees may elect to participate in the sick leave bank within ~~30 (thirty) 90~~ calendar days of the initial hire date. ~~If they choose not to participate in the sick leave bank, they must wait until the next open enrollment for another opportunity to join. Employees must have sufficient accrued sick leave to contribute one workday at the time of enrollment. If an employee does not have enough accrued sick leave to make this contribution after the 90 calendar days, they may re-submit their enrollment once they have sufficient hours, with an effective date of the upcoming November 1. The District shall notify employees whether their sick leave enrollment request has been approved or denied.~~
2. Probationary employees may enroll in the Sick Leave Bank but are not eligible to access the benefit until after their probationary period ends.
3. Current employees who have not participated previously ~~and who have at least one workday of accrued sick leave to contribute to the bank shall be permitted to may~~ enroll no later than October 31st ~~of any year with an effective eligibility date effective of~~ November 1st ~~of that year.~~
4. ~~On or before October 31st each employee may contribute one (1) individual work day of their accumulated sick leave to a common bank. Further yearly contributions shall be limited to the number of days necessary to bring bank level to one (1) day per member of the bank. Such contributions are irrevocable. Only employees who have contributed days to the bank may apply for days from the bank. Participation in the bank shall be voluntary. Employees must contribute one workday of accrued sick leave when enrolling. Enrollment continues automatically each year unless terminated per Section A.9. Additional yearly contributions, made on or before October 31, are limited to the hours necessary to bring the total bank to a maximum of one hour per employee. All contributions are irrevocable. Only employees who have contributed may request leave from the bank. Participation is voluntary.~~
5. Upon depleting accumulated sick leave, vacation leave, ~~personal leave~~ and compensatory time, and after obtaining a healthcare provider's statement certifying a life-threatening or debilitating physical or mental illness or injury preventing the member from performing the duties of their job for more than 10 ~~(ten)~~ workdays, a member may request days from the bank. A committee composed of three ~~(3)~~ members representing the administration and three ~~(3)~~ members appointed by the Association will act immediately on the request. The committee may grant the request if:
 - a. District records show ~~that the member~~the employee has ~~or will have~~ exhausted their accumulated sick leave, vacation leave, ~~personal leave~~ and compensatory time;
 - b. ~~the member~~ The employee is not eligible for a PERS disability benefit, or ~~a benefit~~ under the District's disability insurance;

- c. ~~the member~~ The employee is ~~a~~ contributing ~~member~~ to the sick leave bank;
 - d. ~~the member has experienced a life-threatening or debilitating physical or mental illness or injury that has prevented them from performing their job requirements for more than 10 (ten) workdays and a healthcare provider has certified in writing this illness or injury; and The employee has experienced a life-threatening or debilitating illness or injury preventing them from performing job duties for more than 10 workdays, as certified in writing by a healthcare provider; and~~
 - e. ~~there~~ There are sufficient ~~days-hours~~ in the sick leave bank to cover the request.
6. If the request is denied, the ~~member employee~~ shall be informed in writing as to the reason for the denial. The actions of the Committee shall not be subject to any further appeal through grievance procedure or otherwise.
 7. If the request is approved, the Committee shall notify the Human Resources office. ~~Subsequent days of absence due to the illness or injury, including the first 10 days if the employee had no accumulated sick leave for those days, shall be charged to the sick leave bank until further notice. In no case shall more than 50 days be granted to an individual employee in any one school year, and subsequent days of absence due to the illness or injury, including the first 10 (ten) days of the illness or injury, if the employee's accumulated sick leave was not available for those days, will be charged to the bank until further notice. However, in no case will more than a total of 50 (fifty) days of sick leave from the sick leave bank be approved per individual member in any one (1) school year.~~
 8. The District shall keep accurate records of leave accumulated by the bank and of sick leave used by the bank, which shall not be greater than one (1) hour multiplied by the number of unit members at the time of bank replenishment in November per school year. These records shall be available at all times for review by the Committee members and by the Association. Annually the District shall notify the Association in writing of the accumulated days and days charged to the bank that year.
 9. Membership shall be terminated ~~by upon~~ written request of the member or by the end of employment with the District. Previously ~~donated days contributed hours~~ shall remain in the ~~sick leave~~ bank.

B. Shared Vacation Leave

1. The Shared Vacation Leave Program is intended to allow an employee to voluntarily donate accrued vacation leave to support a colleague who is in critical need of leave due to their own serious health condition or that of ~~an immediate~~ family member. Probationary employees are not eligible for Shared Vacation Leave. The parties agree that ~~ASK~~ ~~ESP~~ the Association shall administer the Shared Vacation Leave Program.
2. ~~For the purposes of this Article, immediate family shall be defined as spouse/domestic partner, siblings, children (including stepchildren), parents (including in-laws and stepparents), grandparents, and grandchildren.~~

C. General Provisions of the Shared Vacation Leave Program

1. Employees may donate accrued vacation leave to a specific employee who is otherwise eligible to accrue and use sick ~~leave, but leave but~~ has exhausted all accrued leave (including sick leave, vacation leave, and compensatory time).
2. To be eligible to receive Shared Vacation Leave, employees must meet all eligibility requirements as described in Article 13, Sick Leave Bank, except that participants (donors and recipients) are not required to be members of the Sick Leave Bank to participate.
3. Employees who are not members of the Sick Leave Bank may apply directly to receive Shared Vacation Leave.
4. Employees will be limited to the equivalent of 50 ~~(fifty)~~ workdays (based on the donee's scheduled workday) per year ~~(400 (four hundred) hours for a full-time employee)~~ in any combination of Sick Leave Bank and Shared Vacation Leave.
5. Employees using shared vacation leave shall be considered in active pay status and shall accrue ~~leave, and leave and~~ be entitled to any benefits to which they would otherwise be entitled.
6. Donations must be made in full-hour increments with no minimum hours required per donation occurrence.
7. All donated Shared Vacation Leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating accrued vacation leave.

D. Procedures for the Shared Vacation Leave Program

1. Employees apply to receive donated vacation leave by submitting a Shared Vacation Leave Application form and Physician's Healthcare Provider's Certification form to ASK ESP the Association.
2. ASK ESP The Association will determine if all eligibility criteria are met.
3. ASK ESP The Association will solicit donations from their membership for 10 ~~(ten)~~ working days after receipt of initial notification by the requesting member.
4. Employees who choose to donate their accrued vacation leave will submit a Shared Vacation Leave Donation form to ASK ESP the Association.
5. When the requested number of hours have been submitted, or after 10 ~~(ten)~~ working days (whichever comes first), ASK ESP the Association will submit the application and donation forms to the District's Benefits and Leaves Manager Payroll.
6. The Benefits and Leaves Manager will work with Payroll ~~to will~~ deduct vacation leave from donors and convert it to sick leave for the recipient.

E. Confidentiality

1. When submitting a Shared Vacation Leave Application form, the requesting employee will be asked what information they are willing to share to ~~ASK ESP the Association~~ membership regarding the nature of their illness. Only that information will be ~~released, released,~~ all other information will be kept confidential.
2. A donor's information, including the number of hours they donated, will be kept confidential.

ARTICLE 22

INSERVICE PARTICIPATION

Notice of requirement for mandatory participation in planned in-service, Professional Development, and/or other trainings that are scheduled to occur during their regularly scheduled workday(s) shall be provided to affected employees as soon as practical, but not less than seven ~~(7)~~ calendar days, prior to the date of such in-service, Professional Development, and/or other trainings.

Notice of requirement for participation in planned in-service, Professional Development, and/or other trainings that are to occur on an employee's non-scheduled workday, shall be provided to affected employees at least 20 ~~(twenty)~~ working days in advance of the date the employee is required to attend.

The District agrees to cooperate with ~~ASK ESP~~the Association in developing relevant in-service opportunities for ~~Education Support Professional~~ employees on the October in-service day.

New Article 2 Job Duties

A. Job Duties

1. The job duties of all job classifications of the bargaining unit are a part of this agreement and must be negotiated in good faith between the parties.
2. The job duties of newly created job classifications must be negotiated during successor bargaining to this agreement. The parties may, through mutual agreement, enter into a memorandum of understanding regarding the job duties of newly created job classifications before the expiration of this agreement.
3. Job duties will not include an expectation to complete "other duties as assigned" that are not listed among the job duties.

B.A. Changes to Duties and Responsibilities

The duties and position responsibilities of a member shall not be substantially altered or increased without consultation between the member and the member's supervisor prior to such changes being implemented.

