

Article 14 — Paid Leaves

A. SICK LEAVE

1. Sick leave for personal illness or injury, or injury or illness within the employee's immediate family or any other allowable use pursuant to ORS 653.616, shall be granted to each full time licensed/contracted employee at the rate of one (1) day per month for each month employed and on duty for at least ten (10) days. The following terms and conditions apply to the sick leave provision:
 - a. Except for replacement personnel, the total number of days for the ensuing year shall be available to the employee on July 1st of the contract year. For new employees, the total number of days for the ensuing year becomes available on the date on which a contract is signed, if such signing occurs after July 1st.
 - b. Regular part time licensed/contracted personnel shall be granted a prorated share of ten (10) days sick leave based on the portion of the day worked.
 - c. Replacement personnel employed during the school year shall be granted the equivalent of one (1) day for each full calendar month employed.
 - d. Immediate family is defined as: Spouse, child, parent, son- or daughter-in-law, father- or mother-in-law, brother, sister, brother- or sister-in-law, grandparent, grandchild, and any other person living in the home.
2. Accumulation of unused sick leave shall be unlimited.
3. Limitations and Conditions:
 - a. The District reserves the right to require certification by a physician if sick leave in excess of five (5) consecutive school days is taken. ORS 332.507
 - b. Except as otherwise required by law, the employee is not eligible for sick leave for illness or injury while on an unpaid leave.
 - c. When an employee is requesting an unpaid leave in conjunction with the Family Medical Leave, any sick leave to be used must be taken prior to the taking of the unpaid leave.
 - d. At the employee's option, the District will pay the difference between the regular salary and the amount received from Worker's Compensation due to injury or occupational illness to the limit of accumulated sick leave. However, the amount received from Worker's Compensation shall not be charged to the employee's sick leave account.
 - e. An employee shall notify the immediate supervisor at the earliest possible time that he will be absent due to illness or injury.
 - f. Sick leave benefits shall cease upon termination of employment.
 - g. The requirements of ORS 653.601 through 653.661 are incorporated herein and the provisions of this Article 14 shall satisfy the requirements of such law. It is

expressly agreed that all paid time off afforded to the employees pursuant to state law shall be provided concurrent with, and not in addition to, the provisions of this Article 14 and/or any other applicable provision of this Agreement.

B. DISCRETIONARY LEAVE

1. Discretionary leave shall be granted to each employee, who needs such leave, at the rate of five (5) normal work days per contract year, usable in not less than one-half (1/2) day portions if a substitute is required and usable in one hour portions if no substitute is required, and is noncumulative. Employees may carry over up to one (1) day of discretionary leave from one year to the next for a maximum of six (6) days total in a contract year.
2. Whenever possible, a licensed employee utilizing discretionary leave provisions shall contact their immediate supervisor, in advance, so that the supervisor is aware of the absence.
3. For employees not employed at the beginning of the academic year, the amount of discretionary leave available shall be prorated based on the number of days contracted and the employee's FTE during the academic year. Employees will not be eligible to take discretionary leave until they have been employed three (3) months.
4. Employees may cash out a maximum of two (2) unused discretionary days at the daily substitute rate.

C. BEREAVEMENT LEAVE

The ESD shall comply with state leave laws regarding bereavement leave for grieving, estate matters, funerals, and memorials. Employees must take or schedule the time within sixty (60) days of the date on which the eligible employee receives notice of death of a covered family member. The first two (2) days of bereavement leave will be district paid leave, and any remaining days the employee shall choose whether they are using discretionary or sick leave for the remaining eight (8) days.

D. LEGAL LEAVE

1. An employee called for jury duty, or who has received a subpoena to testify in a legal proceeding or at a legislative hearing, regarding ESD related business, or under subpoena as a disinterested witness, will receive full pay for the length of the jury or other service, except that part-time personnel shall receive pay only for that portion of the day regularly worked. Paid leave shall not be granted when an employee is the complainant against the District or if related to a personal legal/litigation matter.
2. The compensation paid to an employee for the period of leave shall be reduced by the amount of compensation or fees (excluding mileage), received by the employee for the services referred to above, or the employee may give the compensation to the District without any consequent deduction in the employee's compensation. An employee called under the condition of this paragraph who is excused from duty shall immediately return to work.

- E. **SABBATICAL LEAVE.** A bargaining unit member who has completed at least seven (7) years continuous service with the District may be eligible for sabbatical leave for one (1) school year for any purpose deemed worthwhile by the Board. Applications must be delivered to the Superintendent prior to March 1st of each year. The Board may deny any sabbatical leave request for any reason the Board deems sufficient.

While on leave, the employee will receive fifty percent (50%) of their base salary plus insurance benefits. The employee shall continue to pay the employee's share of insurance contribution while on leave.

Upon return, the bargaining unit member is obligated to serve three (3) years in the District and will sign an agreement to do so or to repay the District for the salary and insurance benefits received.

A position fitting the bargaining unit member's qualification will be available upon return from sabbatical leave. Bargaining unit members shall receive unlimited horizontal movement; however, if horizontal movement is made, the employee shall not receive vertical movement for the year of sabbatical leave. If no horizontal movement is made, the employee shall receive one (1) vertical increment.

