

1 **5321 PERSONNEL**

2 Leaves of Absence

3 Sick Leave

4 Staff covered by a collective bargaining agreement shall be granted sick leave according to the terms of
5 the current collective bargaining agreement.

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

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

- 15 • A physical or mental illness, injury, or disability;
- 16 • Maternity or pregnancy-related disability or treatment, including prenatal care, birth, or medical
17 care for the employee or the employee's child;
- 18 • Quarantine resulting from exposure to a contagious disease;
- 19 • Examination or treatment by a licensed health care provider;
- 20 • Necessary care for a spouse, child or parent with a serious health condition, as defined in the
21 Family and Medical Leave Act of 1993.

22 It is understood that seniority shall accumulate while a teacher or employee is utilizing accumulated sick
23 leave credits. Seniority will not accumulate unless an employee is in a paid status. Abuse of sick leave is
24 cause for discipline up to and including termination.

25 Bereavement Leave

26 Staff covered by a collective bargaining agreement shall be granted bereavement leave according to the
27 terms of the current bargaining agreement.

28 Each employee shall be allowed to use up to three (3) days at full pay for absences from school for each
29 occurrence of death in the employee's immediate family or for any other member of the employee's
30 immediate household. This leave allowance is in addition to other leaves allowable in this
31 contract. Immediate family shall be defined as employee's father, step-father, father's brother, father's
32 sister, mother, step-mother, mother's brother, mother's sister, sister, brother, husband, wife, son,
33 daughter, step-children, foster children, daughter-in-law, son-in-law, grandparent, great grandparent,
34 grandchild, brother's spouse, brother's child, sister's spouse, sister's child, spouse's father, spouse's
35 mother, spouse's sister, spouse's brother, or step child's spouse.

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

38 Sick leave may be used for the funeral, memorial service or other related activities of a person outside of
39 the immediate family, as defined above. Administration may require documentation. The Request for
40 Administrative Approval must be completed.

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

3 Civic Duties Leave

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

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

9 An employee not covered by a collective bargaining agreement who is summoned to jury duty or
10 subpoenaed to serve as a witness may elect to receive regular salary or to take vacation leave. An
11 employee who elects to receive regular salary must remit to the District all juror and witness fees and
12 allowances (except for expenses and mileage).

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

15 Cross Reference:

16 Family Medical Leave Act

17 Legal Reference:

18 42 USC §2000e Equal Employment Opportunities

19 § 2-18-601(15), MCA Definitions

20 § 2-18-618, MCA Sick leave

21 § 20-18-619, MCA Jury Duty – Service as Witness

22 § 39-2-104, MCA Mandatory Leave of Absence for employees holding public office

23 § 49-2-310, MCA Maternity leave - unlawful acts of employers

24 § 49-2-311, MCA Reinstatement to job following pregnancy - related to leave of absence

25 Policy History:

26 Adopted on: July 1, 2000

27 Revised on: February 8, 2010

28 Revised on: August 23, 2010

29 Revised on: June 11, 2018