

2
3 Leaves of Absence

4 **Sick Leave**

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

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

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

19 **Bereavement Leave**

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

22 Employees not covered by a collective bargaining agreement shall be allowed to use up to five (5)
23 days of bereavement leave for each occurrence of death in the employee's immediate family.
24 Immediate family shall be defined as father, mother, sister, brother, spouse, child, spouse's child,
25 spouse's father, spouse's mother, grandparents, grandchildren, brother's wife, sister's husband,
26 spouse's sister or spouse's brother, child's spouse, step child's spouse. Vacation or leave without pay
27 may be requested for the death of a person not listed above. Verification for bereavement absences
28 may be requested by the District.

29 **Civic Duties Leave**

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

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

35 An employee not covered by a collective bargaining agreement who is summoned to jury duty or
36 subpoenaed to serve as a witness may elect to receive regular salary or to take annual leave. An
37 employee who elects not to take annual leave, however, must remit to the District all juror and witness
38 fees and allowances (except for expenses and mileage).

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

1 Legal Reference:

2 42 USC 2000e Equal Employment Opportunities

3 § 2-18-601(10), MCA Definitions

4 § 2-18-618, MCA Sick leave

5 § 2-18-620, MCA Mandatory Leave of Absence for employees--Holding public office-- return
6 requirements

7 § 49-2-310, MCA Maternity leave - unlawful acts of employer

8 § 49-2-311, MCA Reinstatement to job following pregnancy - related to leave of Absence

9 Policy History:

10 Adopted on: July 1, 2000

11 Revised on: February 8, 2010

12 Revised on: August 23, 2010