

**District package proposal #3
August 14, 2017**

Subjects: Sick leave, Elementary testing

District accepts elementary testing coordinator language in Article 5.5.2
EEA accepts District proposal on Article 8

ARTICLE 5- EXTRA DUTY COMPENSATION

5.5.2. Additional responsibilities may require the following additional work days beyond the school year:

Position	Additional Percentage	Additional Work Days
Senior High Athletic Director	15	15
Assistant Senior High Athletic Director	8	5
Senior High Dept. Chairperson (5.5.3)	11	15
Ed. Support Health Svcs. Dept. Chair	11	5
IHS Head Teacher	11	0
Senior High Head Teachers (5.5.4)	5	5
Middle School Athletic Coordinator	6	0
Middle School Intramural Coordinator	0	0
Middle School Track Coordinator	2	0
Middle School Team Leader	6 or 8	0
Senior High Media Specialist	*	15
Middle School Media Specialist	*	15
Senior High Counselor (per building)	0	10
Middle School Counselor (per building)	0	3
High School Testing Coordinator (per building)	2	4
Middle School Testing Coordinator (per building)	2	4
Psychologists	0	1

*Each additional day up to the number listed, to be paid at the unit member's per diem rate.

ELEMENTARY TESTING COORDINATOR

The district will provide up to a two percent (2%) stipend for elementary testing coordination for each elementary school of 200 or more students based on the level of Essential Skills Coordinator (ESC) FTE assigned to the school.

ESC FTE	PERCENTAGE
<u>.5 or more</u>	<u>0.0%</u>
<u>.4 to < .5</u>	<u>0.5%</u>
<u>.3 to < .4</u>	<u>1.0%</u>
<u>.2 to < .3</u>	<u>1.5%</u>
<u>0 to < .2</u>	<u>2.0%</u>

ARTICLE 8 – LEAVES OF ABSENCE WITH PAY (Comment: overall agreement on Article 8 proposal, except 8.1.2; The district will post a grid showing the number of sick leave hours a full-time licensed member would earn in a month)

8.1 SICK LEAVE:

- 8.1.1 Sick leave is provided in the amount of ~~ten (10)~~ ninety-six (96) hours per year for full-time members. An unlimited number of sick leave hours days may be accumulated.
- 8.1.2 All unit members shall earn sick leave based on work hours paid, not to exceed 96 hours per year. be credited with their full annual sick leave benefits on the first contract day of the school year. The district shall allow the use of anticipated but unearned sick leave up to the maximum annual hours authorized in Article 8.1.1. Unit members terminating before the end of their contract duty days who have used more ~~days of~~ sick leave than their service hours days-entitled them to shall reimburse the District for the excess hours days-paid to them.
- 8.1.4 "Sick leave" means absence from duty because of illness or injury. "Sick leave" also means absence from duty because of a serious health condition ~~disability caused by pregnancy or childbirth~~ which prevents the unit member from working. (See Section 9.4.1 for eligibility for additional leave.)
- a. Up to 40 hours' sick leave per year may be used to care for an ill or injured family member, regardless of whether such leave is covered by OFLA and/or FMLA.
 - b. Members eligible for FMLA and/or OFLA leave may use accrued sick leave towards an approved FMLA and/or OFLA absence for the following reasons: (1) the birth, adoption, or foster placement of a child; (2) the home care of employee's child; (3) to recover from or seek treatment for a serious health condition of the employee; (4) to care for a family member with a serious health condition. See Article 9.4 and contact Human Resources for additional information.
 - c. "Family member" means the spouse or same-gender domestic partner of an employee, the biological, adoptive or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee, a person with whom the employee was or is in a relationship of in loco parentis, or other person defined as a family member for purposes of serious health condition leave under OFLA.
- 8.1.5 Sick leave may be used without loss of pay, up to the total hours days accumulated. Any absence authorized as sick leave which is in excess of the unit member's accumulated sick leave shall be without pay. A unit member who is absent five (5) consecutive days on sick leave may be required to furnish a statement from his or her attending physician that the illness, injury or serious health condition ~~maternity-related disability~~ prevents the unit member from working.

~~8.1.6 Sick leave may be used at the unit member's option while on parental leave of absence.~~

8.3 PERSONAL LEAVE: (6/8 - District accepts EEA's May 25 proposal)

Unit members may take two days of personal leave per year with pay.

- 8.3.5 Unit members may carry over unused personal leave days up to a total of ~~accumulate three (3) accumulated~~ personal leave days. in the following manner:
- a. ~~Up to three (3) accumulated days of leave may be used as personal leave. All provisions of Section 8.3 related to the use of personal leave apply to the use of accumulated leave.~~
 - b. ~~Up to three (3) accumulated days of leave may be used as family leave. All provisions of Section 8.4 related to the use of family leave apply to the use of such accumulated leave.~~
 - c. ~~Unused personal leave days will be equally divided between accumulated personal leave and accumulated family leave, as described above, up to a maximum of three (3) days of each.~~

8.4 FAMILY LEAVE:

8.4.1 ~~DEFINITION OF FAMILY: This leave can be used for the unit member's immediate family which will be considered to include persons for whom the unit member is normally a caregiver. This definition applies to Sections 8.3.6, 8.4.2, 8.4.3, and 8.4.4.~~

8.4.2 ~~FAMILY ILLNESS: A unit member may be allowed two days absence with full pay for family illness of the member's immediate family. Whenever possible, this leave shall be requested in advance. (See Section 9.4.1 for eligibility for additional paid leave.)~~

8.4.3 ~~CRITICAL FAMILY ILLNESS: In addition to the number of days of absence allowed at full pay i.e., personal and family illness leave, a unit member may be granted up to three days absence for critical illness of the member's immediate family for which the unit member's pay will be deducted by one half the unit member's daily salary. Under extenuating circumstances, the Director of Human Resources may allow more than three days with partial pay deduction, but no exceptions shall be made regarding the number of days for which full pay is allowed. A unit member may be allowed to use family critical illness leave no more than once in a fiscal year for any individual member of the member's immediate family. The critical illness absence must be approved by the Director of Human Resources and the request submitted to the building administrator.~~

8.4.4 ~~(6/8 District accepts EEA's May 25 proposal on Bereavement)~~ **BEREAVEMENT:** A unit member may be allowed up to five (5) days absence with full pay for the each death of a family member in his/her immediate family. For purposes of this article, family member includes the relations listed in 8.1.4.c, as well as the member's siblings, step-siblings, "immediate family" shall mean the employee's parents, in laws, spouse/ domestic partner, children, stepchildren, grandparents, grandchildren, brothers, sisters, stepbrothers, stepsisters, or a person with whom the employee has a similar relationship to any of the preceding immediate family members.

The absence must be arranged with the building administrator and approved by the Director of Human Resources.

An OFLA-eligible employee may be eligible for leave of up to five additional days as provided by OFLA and Article 9, and may apply accrued sick or personal leave while on an approved OFLA absence.

Under extenuating circumstances, In addition to the number of days absence allowed with full pay, a unit member may be granted up to two (2) additional paid five (5) days of bereavement leave for the death of a family member absence for a death in his or her immediate family for which the unit member will receive a pay deduction of one half of the individual's daily salary.