SESSION # 2 NEGOTIATIONS UPDATE

The negotiations teams met from 8:00 AM until approximately 10:45 AM via Teams.

Citing the Superintendent’s June 24, 2020, letter on planning for reopening of schools, FUTA expressed an interest in participating in the planning process. The Superintendent and the FUTA President will touch base weekly so that information about reopening can be timely shared.

The parties discussed the possibility of an interest-based approach to bargaining to improve the level of trust between the District and FUTA.

FUTA expressed surprise that the District distributed a negotiations update after the June 8 session. The District responded that it is important for the school community to understand issues that have been raised at the bargaining table.

FUTA will wait until near the conclusion of negotiations to respond to the District’s proposal for a three-year contract.

At this time, FUTA has no interest in agreeing to furlough days.

Concerning Article 17 Leaves, FUTA proposed expanding the use of sick leave and broadening access to catastrophic leave. After further discussion, FUTA submitted a second proposal on leaves (Attachment A).

FUTA proposed new stipends: (1) Elementary Special Ed Grade Level Chair and an additional 6th Grade Level Chair. After discussion, FUTA added a proposed stipend for Elementary Severely Handicapped/Special Day Class, and clarified content are coverage for the proposed additional 6th Grade Level Chair (Attachment B).

The District shared estimated costs of a $40,000 retirement incentive suggested by FUTA on June 8. At this time, it is likely that such an incentive would result in more costs rather than savings when hiring replacements for those who retire. Many
recent hires are experienced teachers with MA degrees rather than new teachers at step 1 column 1 of the salary schedule, limiting the amount of savings on salaries. Also, H & W dependent costs can trend higher for early and mid-career teachers.

The teams will reconvene the joint committee on evaluation forms and language to evaluate the progress made as set out in the MOU from winter 2019 and to recommend a timeline for piloting the new evaluation forms and updating contract language. The joint committee will report back to the bargaining teams.

The date of the next session has not been set.

Respectfully submitted,

The FUSD Negotiations Team

Enclosures:
- Attachment A – FUTA Second Proposal on Article 17
- Attachment B – FUTA Second Proposal on New Stipends
FILLMORE UNIFIED TEACHERS ASSOCIATION
2nd PROPOSAL ON ARTICLE 17. LEAVES

June 25, 2020

17. Leaves

17.1 Sick Leave - Sick leave is granted to unit members when absence from work is caused by actual illness or injury.

17.1.1 The District reserves the right to require proof of illness or injury. If the District requires a medical statement, the unit member may use his/her own personal physician at the employee's expense, or the unit member may request the District to designate the medical authority, at District expense. Any additional incidental medical charge for paper work, as a result of the District request, will be borne by the District.

17.1.2 The District reserves the right, irrespective of whether or not leaves benefits have been claimed or received, to require a health examination once a month of any unit member by competent medical authority, at District expense.

17.1.3 Full-time unit members will receive ten (10) days sick leave annually. This leave shall be credited in advance.

17.1.4 Part time unit members shall receive leave in the proportion their service bears to full-time service.

17.1.5 Minimum Sick Leave Deduction

17.1.5.1 K-5 Teachers - The minimum sick leave deduction for K-5 teachers is one-half (1/2) day. Teachers taking the morning off and returning for the last part of the day must check in and be available for duty by 11:45 a.m. in order not to get docked for more than 1/2 day. Teachers taking the afternoon off must serve until the beginning of their lunch period, regardless of whether they have first, second or third lunch, in order not to get docked for more than half a day.

17.1.5.2 6-12 Teachers - The minimum sick leave deduction for 6-12 teachers shall be one-half (1/2) day, unless classes are covered internally, in which case the minimum deduction shall be one period.

17.1.6 A unit member may use sick leave for illness of a child living in the household of a unit member. The District reserves the right to require proof of illness of the child by a competent medical authority at the unit member's expense. The District reserves the right to designate an additional medical authority at District expense for verification of the illness.
17.1.7 Each unit member shall verify absences by his/her own signature. Unit members who are absent shall fill out an "Application for Leave From Work" form.

17.1.8 Unused sick leave shall be transferred to, or from, any other District with the unit employee, when requested by the unit member.

17.1.9 Unit members, under doctor's advisement, may return on a half time basis for up to 60 days following surgery, child bearing, accident or extended illness of the unit member. Absences related to Workers' Compensation are excluded from the provisions of this Article.

17.1.10 Leave under the Federal Family Leave Act (FMLA) and the California Family Rights Act (CFRA). See Fillmore Unified School District Board Policy.

17.2 Catastrophic Illness Leave Bank

17.2.1 Upon the effective date of this agreement a voluntary Catastrophic Illness Leave Bank shall be established for certificated persons who have exhausted their own accumulated sick leave and have a serious illness/disability or have an emergency in their immediate family requiring their presence. For purposes of Catastrophic Illness Leave Bank only immediate family shall be defined as a spouse, child or parent of the bargaining unit member.

17.2.2 At the beginning of each school year, all certificated persons on paid status with the District are eligible to contribute to the Catastrophic Illness Leave Bank. Participation is voluntary. Only contributors will be permitted to draw from the Bank. Each eligible certificated person's contribution shall be based on a full working day or be prorated to the percentage of the person's daily assignment if less than a full day.

17.2.3 When the Catastrophic Illness Leave Bank committee determines there is a need, there will be an automatic contribution of one (1) additional day for each member per school year, not to exceed two (2) days in one school year. New members however shall be required to contribute one full day or prorated portion of a day based on his/her daily assignment to the Bank upon enrollment no matter how many days are in the reserve.

17.2.4 Unused days shall carry over from year to year.

17.2.5 New Enrollments: A Catastrophic Illness Leave Bank enrollment form will be included in the employment packet for newly hired certificated persons. Newly hired employees who decide to participate shall return a signed enrollment form to the Payroll Department by September 15 of the current school year or within 30 days of employment. A certificated person who is a returning employee but did not participate in the Bank the prior year may submit a signed letter to the
Payroll Department by September 15 stating that he/she would like to enroll in the Catastrophic Illness Leave Bank and will contribute one day of the current year’s allotment of sick leave.

17.2.6 Membership in the Catastrophic Illness Leave Bank is continuous from year to year. Unless a member submits a letter of cancellation, it will be assumed that he/she wishes to continue to participate.

17.2.7 Cancellation: Employees who no longer want to participate must cancel their memberships in the Catastrophic Illness Leave Bank by submitting written notification to the Payroll Department by September 15 of the current school year.

17.2.8 The Fillmore Unified Teachers Association shall appoint on a rotating basis a three (3) member Catastrophic Illness Leave Committee to administer the Catastrophic Illness Leave Bank.

17.2.9 Members of the Catastrophic Illness Leave Bank whose sick leave has been exhausted may draw from the Bank for a catastrophic illness or injury. For the purpose of this article, a catastrophic illness or injury is defined as an illness or injury that incapacitates the unit member for more than ten (10) consecutive days. A member may also draw from the Bank if a member of his/her immediate family (spouse, child or parent) has a catastrophic illness or injury that requires the presence of the unit member for ten or more consecutive days. **This requirement may be waived on a case-by-case basis with the approval of Human Resources and the Catastrophic Sick Leave Bank Committee.**

The twelve (12) work weeks within a twelve (12) month period to which a unit member is entitled under the Family and Medical Leave Act shall run concurrently with the use of Catastrophic Illness Leave Bank days. If a reoccurrence or second illness or injury incapacitates a participant or a member of his/her immediate family thereby requiring the unit member’s presence within the subsequent twelve (12) month period, it shall be deemed catastrophic after five (5) days. A participant who used the Bank after the exhaustion of sick leave for twenty-five (25) days to care for a spouse with a catastrophic illness, and then after returning to work, suffers his/her own catastrophic illness may again draw from the Bank after a five consecutive day period.

17.2.10 The first 10 days of a catastrophic illness or injury must be covered by the Catastrophic Illness Bank member’s sick leave, differential leave, or leave without pay for the first draw from the Bank. For subsequent draws from the bank within a 12 month period commencing on the first date of the first draw, the first 5 duty days of illness must be covered by the unit member’s differential leave or without pay.

17.2.11 Upon approval from the Catastrophic Illness Leave Committee, draws shall become effective upon the exhaustion of sick leave. For example, if a member
has ten (10) days of accumulated sick leave when the catastrophic illness began, he/she will begin to draw days from the Bank on the eleventh (11th) duty day. If the unit member has five days of sick leave at the beginning of the illness, he/she shall begin to draw days on the eleventh day duty day.

17.2.12 Members of the Catastrophic Illness Leave Bank must use all of their own accrued sick leave days, excluding differential leave as defined in Article 17.5, available to them before becoming eligible for a draw from the Bank.

17.2.13 Differential leave will begin at the exhaustion of all sick leave to include regularly accrued sick leave and eligible catastrophic illness leave bank draws.

17.2.14 A Catastrophic Illness Leave Bank member must apply to the Association in writing for a draw from the Bank. If the member is incapacitated, a member of the family or a designated agent may apply on his/her behalf.

17.2.15 Members applying to draw from the Catastrophic Illness Leave Bank must submit a doctor’s statement indicating the nature of the illness or injury and the probable length of absence from work.

17.2.16 Draws from the Catastrophic Illness Leave Bank shall be granted in units of no more than twenty (20) duty days. Members may submit requests for extensions up to five days prior to the expiration of the grant. A draw from the Bank is limited to the statutory limit of one calendar year from the date of the first draw. Members applying for an extension of his/her initial draw from the Catastrophic Illness Leave Bank must submit a doctor’s statement updating the status of the illness or injury and the probable length of absence from work. If a member has drawn twenty (20) days from the Bank and requests an extension, the Catastrophic Illness Leave Committee may require a medical review by a physician of the Committee’s choice and at the expense of the member. The Committee may deny an extension of a draw from the Bank based on the report from the medical review. If the member refuses to submit to the medical review, the Committee will automatically deny the request for an extension of a draw from the Bank. The member may appeal any termination under the procedures outlined in section 17.2.

17.2.17 If Catastrophic Illness Leave Bank days that are granted by the Catastrophic Illness Leave Committee to an applicant for specific and qualified catastrophic illness or injury are for some reason are not needed or used, the days shall be returned to the Bank. The employee shall not retain excess days and shall not use any days for any reason other than that specified by the Committee.

17.2.18 When the Catastrophic Illness Leave Committee reasonably presumes that the applicant for a draw from the Bank may be eligible for a Disability Retirement under STRS or Social Security, if applicable; the Committee shall request that the member apply for disability or retirement instead. Failure of the member to
submit a complete an application including complete medical information from the member’s physician within twenty (20) calendar days of the request shall disqualify the member for further Catastrophic Illness Leave Bank benefits. Any requests for additional medical information from STRS or Social Security shall be submitted within ten (10) days or the member’s entitlement to Catastrophic Leave Bank benefits will cease. If STRS or Social Security denies disability, the applicant must appeal to STRS or Social Security or benefits from the Bank will cease.

17.2.19 If the Catastrophic Illness Leave Bank does not have sufficient days to fund a request for a draw, the Committee has no obligation to provide sick leave days to the applicant. In addition, under these circumstances, the District is under no obligation to provide additional sick leave days beyond which the employee has accrued. He/she shall default to benefits, if any, due to him/her.

17.2.20 Catastrophic Illness Leave Bank members whose request for a draw, or an extension is denied, or whose benefits are terminated may, within thirty (30) duty days of the date of the written denial from the Committee, may submit a written appeal to the Executive Board of the Fillmore Unified Teachers Association. The Executive Board shall issue a confidential written decision within fifteen (15) duty days of the hearing. Decisions of the Executive Board are not subject to the grievance procedure.

17.2.21 The District shall have the responsibility of maintaining records for the Catastrophic Illness Leave Bank and posting the Committee approved sick leave request. The Association shall have the responsibility of receiving and processing requests for draws for the Bank.

17.2.22 The Committee’s authority shall be limited to administration of the Bank. The Committee shall approve all properly submitted requests complying with the terms of this Article and notify the payroll department in writing of the terms of the approved request. Draws from the Bank may not be denied on the basis of the type of catastrophic illness or injury.

17.2.23 Applications shall be reviewed and decisions of the Committee shall be reported to the applicant, in writing, within ten (10) duty days of receiving the application.

17.2.24 The Committee shall keep all records confidential and shall not disclose the nature of the illness except as is necessary to process the request for a draw and to defend against any appeals of denial.

17.2.25 By September 30 of each school year, the District shall notify the Committee of the following: the total number of accumulated days in the Bank as of June 30 of the current calendar year, the total number of days available in the Bank and the names of the participating certificated persons.
17.2.26 Upon request, the District shall notify the Committee of the following: the names of any additional members, the total number of days in the Bank, and/or to whom days were awarded during the previous month.

17.2.27 Any dispute between the Committee and the District as to the accounting of the Catastrophic Illness Leave Bank days shall follow the steps of the grievance procedure per Article 25.

17.2.28 If the Catastrophic Illness Leave Bank is terminated for any reason, the days remaining in the Bank shall be divided equally among the current members.

17.3 Maternity Leave. No Changes

17.4 Child Rearing Leave. No changes

17.5 Extended Illness Leave. No changes

17.6 Bereavement Leave – No changes

17.7 Personal Necessity Leave. No changes

17.8 By securing consent from the principal in advance, a unit member may be absent from his/her duties for business or personal reasons for three (3) days during each work year. For such absence, the unit member is to have deducted from his/her salary for each day absent, an amount to be determined by dividing the annual salary by the number of days in the work year. In no case is this amount to be greater than the current approved daily rate of pay for substitute teachers.

17.9 Opportunity Leave and Other Leave of Absence for Personal Reasons - No changes

17.10 Industrial Accident or Illness Leave – No changes

17.11 Judicial and Official Appearances. No Changes

17.12 Military Reserve Leave - No changes

17.13 Sabbatical Leave – No Changes

17.14 Sick Leave Donation – No Changes

17.15 Federal and State Family and Medical Leave Act (FMLA) & CA Family Rights Act (CFRA) – No Changes
June 25, 2020

NEW STIPENDS:

Site Discretionary Stipend:
Elementary Special Ed Grade Level Chair- $750
Elementary Severely Handicap/Special Day Class- $750

Additional 6th grade Grade Level Chair- $750

*The expectation is the grade level chair positions will be delineated at follows: One chair position shall be filled with a representative from the ELA/History/Social Sciences department. The second chair position shall be filled with a representative from Math/Science department.*