

**SICK DAY TRANSFER PILOT PROGRAM  
MEMORANDUM OF UNDERSTANDING**

**Between the**

**BOARD OF EDUCATION of the SHAKER HEIGHTS CITY SCHOOL DISTRICT**

**And the**

**SHAKER HEIGHTS TEACHERS' ASSOCIATION**

The Board of Education of the Shaker Heights City School District (the "Board") and the Shaker Heights Teachers' Association (the "SHTA") have previously entered into a collective bargaining agreement effective January 1, 2018 through December 31, 2020, known as the Agreement between the Shaker Heights Board of Education and Shaker Heights Teachers' Association (the "CBA"). This Memorandum of Understanding ("MOU") between the Board and the SHTA supplements the terms of the CBA with respect to the Sick Day Transfer Pilot Program.

In accordance with the provisions of Side Letter A included in the current SHTA Collective Bargaining Agreement (CBA), the District has jointly developed a Sick Day Transfer Pilot program including procedures for requesting a sick day transfer, guidelines for qualified recipients, and other procedures relevant to the operation of the program. The pilot program will be in effect for the 2019-20 school year.

Specifically, the terms of the MOU are as follows:

1. The Sick Day Transfer Pilot Program (SDTPP) shall last for the duration of the 2019 – 2020 school year. At the end of the pilot program, the objective data on the economic impact of sick day transfers will be provided to the SHTA and to the Administration for further consideration as to the viability of the Sick Day Transfer program as a continued program.
2. Only members of the SHTA bargaining unit will be permitted to participate in the SDTPP as either donors or recipients. The SHTA-ST bargaining unit shall establish their own sick leave transfer program relative to their membership.
3. A member of the SHTA bargaining unit may donate sick leave directly to another SHTA bargaining unit member under the following conditions:
  - a. Donated sick leave may be used only for a serious illness or injury of the employee or the employee's family in accordance with the provisions of Section 20.01, b.1. of the SHTA Collective Bargaining Agreement and only after the employee has exhausted all

- of his/her accrued sick leave and available personal leave. A “serious illness or injury” shall be one that is catastrophic, life-threatening or debilitating. An employee that expects to exhaust his/her supply of sick leave may complete a Sick Day Donation Eligibility Form and submit it to the Director of Human Resources in order to become eligible to receive sick leave donations after his/her supply has been exhausted. This form may be submitted by the employee after his/her available sick day leave reaches fifteen days or fewer and FMLA paperwork has been filed and approved by Human Resources. The Director of Human Resources may request additional information from applicants, including a letter from their physician describing their conditions or prognoses, in order to determine their eligibility. Such information shall be kept confidential and shall be maintained in the Human Resources office. Cooperation shall be a condition of participation in the SDTPP. No decision shall serve as precedent for future decisions.
- b. Employees and the employee’s underlying need for donated sick days must be eligible for and/or qualify under FMLA in order to receive donated sick days in accordance with the terms of this program. Employees that are not eligible for FMLA due to the length of their employment (i.e. they have been employed less than one year), but who would qualify for FMLA otherwise may participate in this program.
  - c. Donated sick day recipients shall lose eligibility and forfeit all sick leave transfer benefits if they receive any work and/or work related income while on leave from any outside source, including but not limited to unemployment, STRS disability, or the Bureau of Workers’ Compensation.
  - d. The Director of Human Resources will verify the requests for SDTPP eligibility and inform the Treasurer’s Office and the SHTA President that the member is qualified to receive sick day donations. The SHTA President will inform the Sick Day Committee chair of the member’s eligibility.
  - e. The SHTA Sick Day Committee chair will provide the Treasurer’s Office with the names of those wishing to donate to a given recipient and the number of days to be donated per donating member. The SHTA Sick Day Committee chair is responsible for informing donors in the event that donations are directed to a desired recipient.
  - f. Donated sick days will be transferred to the recipient at a rate of two and a half (2.5) SHTA member donated sick days to one (1) recipient received sick day. For part-time employees, donated sick days shall be converted to hours based upon the length of that employee’s workday at the time of transfer and the 2.5:1 ratio shall be maintained. For example, if a five-hour position donates a “day” to the Donee, it shall be converted to two (2) hours of time for the Donee for subsequent use. Similarly, donated days shall be provided in terms of hours based upon the recipient’s workday at the time of the eligibility determination. Therefore, if an employee is contracted to work for two (2) hours, they will receive two (2) hours of paid time off at their regular hourly rate for that “day.” Accordingly, five (5) hours will be subtracted from the Donor. All sick

- days transferred will remain the recipient's. At no point can transferred sick days be converted for payment. Any days not used by the recipient shall be forfeited at the end of the school year in which they were donated, and shall not be returned to the donor under any circumstances. Under no circumstances shall any employee receive payment or any form of compensation in exchange for accrued and unused sick days transferred through the SDTPP.
- g. A recipient may receive a total of no more than 50 donated sick days through the SDTPP during any consecutive two-school-year period of time. A "day" for part-time employees is reduced based on their regular daily hours. In other words, part-time employees are not eligible for more time beyond their regular number of hours worked per day.
  - h. The total of an employee's sick leave donations to all recipients may not exceed 10 donated days per school year. Only employees with an accumulated sick leave balance of 20 or more days may donate more than one day per school year. Employees with fewer than 10 sick days may not donate at all.
4. The donation of sick leave days by one employee to another is a charitable act to be undertaken at the sole discretion of the donor. No employee has a right to expect to receive donated days, and no undue pressure on employees to donate sick days to another employee will be allowed. Solicitation of sick days should be undertaken by the SHTA Head Building Representative, SHTA Sick Day Committee chair, or a member of the SHTA Executive Board, not by the intended recipient. The SHTA will manage the donation process.
  5. The sick day donation process is a discretionary service; any Member's refusal to donate will not be subject to disciplinary action of any kind. In addition, the sick day donation process shall be conducted in a fair and impartial manner and in accordance with the Board's policy against discrimination.
  6. The SDTPP process, including but not limited to eligibility determinations, allocation of days and all other aspects set forth above or otherwise related, shall not be subject to the parties' grievance procedure or otherwise challenged. If any dispute arises, SHTA and the administration will meet to discuss such concerns and attempt to reach a resolution.

This MOU supplements the 2018-2020 CBA.

**SHAKER HEIGHTS CITY SCHOOL DISTRICT  
BOARD OF EDUCATION**

By \_\_\_\_\_, President                      Date: 10-03-19

By \_\_\_\_\_, Superintendent              Date: 10-03-19

By \_\_\_\_\_, Treasurer                      Date: 10-03-19

**SHAKER HEIGHTS TEACHERS' ASSOCIATION**

By \_\_\_\_\_, President

Date: \_\_\_\_\_

### Sick Day Transfer Pilot Program Process

1. The SHTA President shall designate a Sick Day Transfer Pilot Program chair. The chair is responsible for coordinating the pilot program and will report the data to the SHTA and Administration negotiating teams for use during the next contract negotiations.
2. Once an SHTA bargaining unit member (“recipient”) is deemed eligible to receive sick day donations per the MOU regarding the pilot program, the SHTA President will provide the chair with the name and primary building assignment of the recipient.
3. The recipient’s head building representative, a member of the SHTA Executive Board, or the SDTPP chair shall coordinate the donation of sick days. However, if deemed necessary by the District administration, the Director of Human Resources and/or the District Treasurer may intervene in the process to ensure it is conducted in a fair and impartial manner in accordance with the Board’s policy against discrimination.
4. Members that choose to donate will submit a Sick Day Donation form to the chair.
5. The chair will coordinate the donations with the Treasurer’s office per the language in the MOU. Donations will be made in segments of ten (10) sick days at a time and days will be taken from members that are willing to donate as evenly as possible. Members will indicate the maximum number of sick days they are willing to donate to a given recipient and sick days will be taken evenly from all eligible donors, up to the maximum donated days indicated by each donor, until the recipient reaches the maximum number of donated days, the recipient is able to return to work, the recipient no longer qualifies for the pilot program, or the pilot program ends.
6. No member should coerce or pressure another member to donate sick days. Any member doing so is subject to discipline by the Administration.

Sick Day Donee\_Eligibility Form

Name: \_\_\_\_\_

Building: \_\_\_\_\_

Under the terms of the MOU for the Sick Day Transfer Pilot Program (SDTPP), I am eligible to receive donated sick days once I have exhausted my own sick days. As part of determining FMLA eligibility, I understand that the Director of Human Resources may request from me additional information, including a letter from my physician describing my condition or prognosis, in order to determine my eligibility for the SDTPP. Such information will be kept confidential and shall be maintained in the Human Resources office. I acknowledge that my cooperation in the eligibility determination process is a condition of participation.

I understand and agree that my name will be sent to the SHTA President and the SHTA Sick Day Transfer chair. I further agree that the SHTA Head Representative from my building will be provided my name in order to coordinate the donation process and will share my name with other members of the SHTA bargaining unit for the sole purpose of coordinating sick day donations. My name will not be disclosed to anyone else in relation to the Sick Day Donation Pilot Program, but data about my participation in the program may be shared anonymously with the SHTA and Administrative negotiating teams for analysis.

I understand that I will be granted donated sick days in segments from the Treasurer's office as instructed by the SHTA Sick Day Transfer chair. Any questions about this process will be directed to the SHTA Sick Day Transfer chair.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Please submit this signed form to the Human Resources Department and keep a copy for yourself. Human Resources will verify your eligibility and will inform the SHTA and the Treasurer's office per the MOU.

Sick Day Donation Form

Name: \_\_\_\_\_

Recipient of Donated Sick Days: \_\_\_\_\_

Maximum Number of Sick Days to Donate: \_\_\_\_\_

1. I understand that I am under no obligation to complete and sign this form and that I do so of my own free will.
2. I understand that once sick days are taken from my account, they will not be returned to me under any circumstances or otherwise converted into a payment of any kind.
3. I understand that the number of sick days I am allowed to donate per year is based on the following:  
*The total of an employee's sick leave donations to all recipients may not exceed 10 donated days per school year. Only employees with an accumulated sick leave balance of 20 or more days may donate more than one day per school year. Employees with fewer than 10 sick days may not donate at all.*
4. I understand the process by which sick days are taken from my account will be done as uniformly as possible across all donors, not to exceed the maximum number listed above.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Please return this form to the Sick Day Transfer Pilot Program chair and keep a copy for your records.