

**TENTATIVE AGREEMENT  
BETWEEN THE  
FONTANA UNIFIED SCHOOL DISTRICT  
AND THE  
UNITED STEELWORKERS, LOCAL 8599**

**September 15, 2023**

The Fontana Unified School District (FUSD) and the United Steel Workers (USW) hereby agree to this tentative agreement whereby all provisions of the current collective bargaining agreement shall remain in full force and effect except as modified below:

**ARTICLE 19:**

**ILLNESS AND INJURY (SICK LEAVE)**

Sick leave of absence with pay is granted to school employees to protect the health and welfare of both employees and pupils. All employees are encouraged to use sick leave as warranted to enable them to regain and remain in good health. Sick leave may be used in quarter-hour increments. Prescribed purposes of sick leave under this Article are for the diagnosis, care or treatment of an existing health condition or preventative care of the employee.

Classified Bargaining Unit Members employed five (5) days a week and twelve (12) months per year shall be entitled to twelve (12) days leave for illness or injury with full pay for a fiscal year of service. Such leave shall be exclusive of all days he/she is not required to render service to the District. For purposes of this clause, each sick day is equivalent to eight (8) hours and the yearly allowance would be ninety-six (96) hours. Classified Bargaining Unit Members who work a modified workweek would receive the same amount of sick leave per year as employees on a regular five (5) day work week.

A Classified Bargaining Unit Member employed five (5) days a week who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave proportional to the number of months employed to twelve (12).

New Classified Bargaining Unit Members of the District accrue sick leave from the 1st of the month in which employed, providing their employment commences on or before the 15th. If employment commences on or after the 16th of the month, sick leave is accrued from the 1st of the following month. If an employee terminates his/her service with the District after the 15th day of the month, he/she shall be entitled to full sick leave credit for that month. However, if an employee terminates his/her service prior to the 16th day of the month, he/she shall receive no credit for that month. Employees in a non-pay status for a fractional period of a month accrue sick leave for the entire month when

in a pay status for ten (10) or more working days in that month. An employee who serves less than ten (10) working days receives no sick leave credit for that month.

Classified Bargaining Unit Members employed less than five (5) days per week and/or less than eight (8) hours per day shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave proportional to the number of days employed per week to five (5) and/or proportional to the number of hours per day to eight (8).

Sick leave need not be accrued prior to taking such leave by the Classified Bargaining Unit Member and such leave of absence may be taken at any time during the year. However, a new Classified Bargaining Unit Member of the District shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled, until the 1st day of the calendar month after completion of six (6) months of active service with the District.

Unused sick leave shall accumulate from year to year, verification of illness may be required by the District from any absence for which sick leave is claimed.

### EXCESSIVE ABSENTEEISM OR PATTERNED ABSENCES

Any unused sick leave credit may be used by the Classified Bargaining Unit Member for sick leave purposes without loss of compensation. Sick leave is defined as accrued increments of compensated leave for the following absences: illness, injury or medical condition of the Classified Bargaining Unit Member (either physical or mental).

This includes but is not limited to, obtaining professional diagnosis or treatment of medical condition or other medical reason such as pregnancy or obtaining a physical exam.

Classified Bargaining Unit Members displaying excessive absenteeism or tardiness will be counseled by their immediate supervisor prior to imposing discipline.

The administration, subject to the approval of the Board of Education, shall prescribe rules and regulations indicating the manner of proof of illness or injury. However, regulations shall not discriminate against treatment and the need thereof by the practice of the religion of any well-organized religious sect, denomination or organization.

### FAMILY ILLNESS LEAVE

If an illness of the Classified Bargaining Unit Member's family child, parent or spouse requires the member to be absent, the member may use up to the amount of sick leave that would be accrued during a six (6) month period from their sick leave bank (Labor Code §233). Sick leave may be used in quarter-hour increments. Prescribed purposes of sick leave under this Article are for the diagnosis, care or treatment of an existing health condition or preventative care for the employee's family member. (Labor Code §233).

For the purposes of this clause, a Family member is defined as:

- (a) Child (regardless of age or dependency status and including those for whom the employee acts in loco parentis)
- (b) Spouse (of the employee)
- (c) Employee's registered domestic partner
- (d) Biological, step or foster parent or legal guardian (of the employee, employee's spouse or the employee's registered domestic partner)
- (e) Grandparent (of the employee)
- (f) Grandchild (of the employee)
- (g) Sibling (of the employee)
- (h) Any family member living (in the home with the employee)

~~a child means a biological, adopted or foster child, stepchild, legal ward or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status (Labor Code § 245.5).~~

#### EXTENDED SICK LEAVE

A regular Classified Bargaining Unit Member shall once a year be credited with a total of one hundred (100) working days of extended sick leave in conjunction with accumulated full paid sick leave to which he/she is entitled under this article. Such days of extended sick leave (100-day half-pay bank), in addition to accumulated full paid sick leave, shall be compensated at fifty percent (50%) the pay differential of the Classified Bargaining Unit Member's regular salary and shall be counted from the date after all other paid leave entitlement has been exhausted, but shall not be cumulative from year to year. All accumulated sick leave will be utilized prior to commencing the 100-day provisions but earned vacation time may still be held in abeyance for future use by the member.

Benefits accrued while on paid sick leave shall be the same as the benefits which would have been accrued had the Classified Bargaining Unit Member worked. Each day of absence claimed under this section must be supported by a physician's written statement that verifies the medical inability of the Classified Bargaining Unit Member to work.

It is agreed and understood that Classified Bargaining Unit Members are not required to utilize all their vacation time in conjunction with half-day pay. They may save enough vacation time to cover the mandatory vacation days during the calendar year so as not to be in an unpaid status at those times.

#### TRANSFER OF ACCUMULATED SICK LEAVE

A classified employee of any school district who has been an employee of that district for at least one (1) calendar year, and who terminates such employment for the sole purpose of accepting a position in another district and who subsequently accepts within thirty (30) days of termination may, if agreed by the employing district, transfer all

or any part of the accumulated sick leave and other benefits to which he/she may be entitled.

No Governing Board shall adopt any policy or rule, written or unwritten, which requires classified employees transferring to the District to waive any part or all benefits which they may be entitled to have transferred.

### UTILIZATION OF SICK LEAVE DURING PERIODS OF VACATION

Personal illness or injury occurring during a scheduled vacation may be charged to sick leave provided medical substantiation of illness is furnished by the Classified Bargaining Unit Member. An absence due to personal illness or injury that occurs prior to and extends into a scheduled vacation may be charged to sick leave.

### CATASTROPHIC LEAVE BANK

The Fontana Unified School District and the USW shall establish a Catastrophic Leave Bank (CLB) which will be in compliance with Education Code § 44043.5.

1. Classified Bargaining Unit Members who suffer a catastrophic injury/illness that is expected to incapacitate the member for an extended period of time [in excess of ten (10) days] shall become eligible to use this CLB subject to the restrictions and conditions outlined below:

1.1 The Classified Bargaining Unit Member to receive donated sick leave must have exhausted all fully paid (vacation and sick) leave and be in a catastrophic condition which renders work impracticable.

1.2 A Classified Bargaining Unit Member who has exhausted all paid leave but still has extended sick leave (100-day half-pay bank) available is eligible for withdrawal from the CLB. Use of the CLB benefit is allowable only as a supplement to such extended sick leave (100-day half-pay bank). The District shall pay the unit member full pay and the CLB shall be charged one-half (1/2) day.

1.3 The Classified Bargaining Unit Member must be a permanent, not probationary, employee.

2. The use of this CLB shall only be available to those eligible Classified Bargaining Unit Members who have made a donation of at least five (5) days to the CLB prior to their request and have continued participation under Section 5. Upon the initial donation of the five (5) days to the CLB, those eligible Classified Bargaining Unit Members who had made such a donation shall be eligible to draw from the CLB.

3. The donation of sick leave by the Classified Bargaining Unit Member shall be irrevocable. The Classified Bargaining Unit Member shall file a "Classified Sick Leave Bank Deposit Form" with the Payroll Office. A donation to the CLB shall be a general donation from current accumulations and shall not be considered a donation to a specific Classified Bargaining Unit Member for their exclusive use.

4. There is no limit to the number of sick leave days a Classified Bargaining Unit Member may donate to the CLB, provided sick leave days available from the current accumulations in the Classified Bargaining Unit Member's account does not fall below five (5) days.

5. An additional day of contribution will be required of all participants if the number of days in the CLB falls below three hundred (300) days. Classified Bargaining Unit Members who are currently drawing from the CLB at the time of the assessment will not be required to contribute to remain eligible to draw from the CLB. If a participant has ten (10) or less days of remaining sick leave at the time of the assessment, they need not contribute the additional day to remain a participant in the CLB.

6. Leave from the CLB may not be used for illness or disability that qualifies the Classified Bargaining Unit Member for Workers' Compensation benefits unless he/she has exhausted all Workers' Compensation leave and his/her own paid leave.

7. When the Classified Bargaining Unit Member may reasonably be presumed to be eligible for disability retirement under PERS/STRS or, if applicable, Social Security, he/she may be requested to apply for such retirement. Failure of the Classified Bargaining Unit Member to submit a complete application, including medical information provided by the applicant's physician within twenty (20) work days, will disqualify the Classified Bargaining Unit Member from further CLB payments.

8. Following initial enrollment, Classified Bargaining Unit Members may join the CLB during the annual open enrollment period and the District will provide an additional enrollment period approximately six (6) months from the annual open enrollment period to facilitate enrollment in the CLB.

9. Cancellation of membership in the CLB occurs automatically whenever a Classified Bargaining Unit Member fails to make his/her assessment contribution under Section 5. The Classified Bargaining Unit Member shall not be eligible to draw from the CLB as of the effective date of cancellation. Sick leave previously authorized for contribution to the CLB shall not be returned if the Classified Bargaining Unit Member effects cancellation.

10. A Classified Bargaining Unit Member wishing to use this CLB shall submit a "Classified Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the USW Local 8599 office. The request shall clearly state the details of the catastrophe and the amount of sick leave requested. Appropriate written verification of the catastrophic illness or injury must be included with the request. The Classified Bargaining Unit Member should be prepared to provide additional documentation on the nature and severity of the illness or injury, if requested. A CLB Committee shall consider the request of the Classified Bargaining Unit Member.

The Committee shall consist of three (3) voting members selected by the USW. The Committee may grant, reject or partially grant a request. Any rejection of a request may be appealed to the USW Executive Board for final action and decision. The timelines for filing an appeal shall be twenty (20) working days following receipt of the decision of the Committee.

11. The maximum number of duty days allowed to be utilized by one (1) Classified Bargaining Unit Member for a single catastrophic injury/illness shall not exceed fifty (50) full days, to be used to supplement the differential leave, not to exceed one hundred (100) days. A Classified Bargaining Unit Member may request a specific number of days on a "Classified Sick Leave Bank Request for Withdrawal Form" obtainable at the USW Local 8599 office.

12. Any days approved above that are unused by the Classified Bargaining Unit Member shall be returned to the CLB.

13. If a Classified Bargaining Unit Member uses a day from the CLB, pay for that day shall be the same rate the Classified Bargaining Unit Member would have received had the Classified Bargaining Unit Member worked that day. No distinction shall be made as to the differing pay rates of the donors or recipients.

14. During September of each year, the Payroll Office shall provide the USW a statement outlining the number of days available in the CLB as of September 1 of that year and the number of days used in the previous fiscal year.

### HOLD HARMLESS

The USW agrees that it will not file, on its own behalf or on behalf of any Classified Bargaining Unit Member, any grievance, claim or lawsuit of any kind related to any attempt by a Classified Bargaining Unit Member to retrieve donated sick leave used by another unit member pursuant to this provision. The USW also agrees that it will not file, on its own behalf or on behalf of any Classified Bargaining Unit Member, any grievance, claim or lawsuit of any kind which attempts to challenge, in any way, the legality or enforcement of this provision.

If the CLB is terminated for any reason, the days remaining in the CLB shall be equitably distributed to the then-current members of the CLB.

### SICK LEAVE FOR HOURLY BARGAINING UNIT MEMBERS

Sick leave granted in this section is intended to ensure that hourly Bargaining Unit Members can address their own health needs and the health needs of their families.

#### Sick Leave Eligibility

An hourly Bargaining Unit Member employee who works for the District for thirty (30) or more days within a year from the commencement of employment is, for prescribed purposes, entitled to ~~twenty-four (24)~~ forty (40) hours of paid sick leave per fiscal year. The District shall use the advancement method of calculating paid sick leave. Sick leave may not be used until the ~~90<sup>th</sup>~~ 200<sup>th</sup> day of employment with the District.

Sick leave may be used in quarter-hour increments. Prescribed purposes of sick leave under this Article are for the diagnosis, care or treatment of an existing health condition or preventative care for the employee or the employee's family member.

"Family member" is defined "as":

- (a) Child (regardless of age or dependency status and including those for whom the employee acts in loco parentis)
- (b) Spouse (of the employee)
- (c) Employee's registered domestic partner
- (d) Biological, step or foster parent or legal guardian (of the employee, employee's spouse or the employee's registered domestic partner)
- (e) Grandparent (of the employee)
- (f) Grandchild (of the employee)
- (g) Sibling (of the employee)
- (h) Any family member living (in the home with the employee)

Hourly Bargaining Unit Members are required to report their absences to the designated manager, supervisor, or the substitute system of his/her need to be absent as soon as such need is known and submit a leave document to the supervisor in order to record the sick leave request and usage. Leave documents will be available in paper or electronic form.


Sick leave balances will be reflected on the paycheck stubs of eligible hourly Bargaining Unit Members. Pay stubs can be accessed electronically using the BEST NET Self Service website. Unused sick leave may not be carried over to the next school year.


Unless otherwise specified in the Agreements, the changes made by this Tentative Agreement shall become effective on the date the Governing Board approves and the Association membership has ratified the Tentative Agreement.


**Fontana Unified School District:**

**United Steel Workers Local 8599:**

Dated: 10/16/2023

  
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 Dr. Douglas Staine,  
 Associate Superintendent  
 Human Resources

  
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 Dawn Dooley  
 President, USW

  
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 Dr. Rita Bayne,  
 Executive Director  
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 Marly Sandoval  
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