

# TENATIVE AGREEMENT

## CENTRAL UNION HIGH SCHOOL DISTRICT

AND

## CSEA Chapter 726

for

*Contract Year: 2019-2020*

*Today's Date: August 19, 2020*

### Chapter III, Article 1: Fixed Duties

C. Classified employees shall not be required to perform duties which are not fixed and prescribed for the position by the governing board in accordance with Section 45109, unless the duties reasonably relate to those fixed for the position by the board, for any period of time which exceeds five working days within a 15-calendar-day period except as authorized herein. (EC45110).

### Chapter IV, Article 1: Corrective Action

Add

~~A.13. Negligent loss or misuse of District equipment.~~

~~Add the following after Procedures for Disciplinary Actions, but before The Steps for a hearing as Follows:~~

#### ~~PROCEDURES FOR DISCIPLINARY ACTIONS FOR NEGLIGENT LOSS OR MISUSE OF DISTRICT EQUIPMENT~~

~~When an employee negligently loses or mis-uses equipment that is assigned to them based on their job duties, then the employee would be subject to disciplinary action. Employees may avoid disciplinary action if they pay the full replacement value of the item. An employee that has equipment stolen which is documented by a police report is not subject to disciplinary action.~~

#### ~~DISCIPLINARY ACTION AND APPEAL~~

~~Discipline shall be defined as **termination, suspension without pay, reduction in pay, or involuntary demotion** any action whereby an employee is deprived of any classification or any incident of any classification in which she/he has permanence, including dismissal, suspension, demotion, or any reassignment, without her/his voluntary~~

consent, except a layoff for lack of work or lack of funds<sup>1</sup>. Written reprimands, counseling and/or oral warnings are not considered disciplinary for purposes of this Article; however, they may be referred to for purposes of determining appropriate level of discipline.

A. Persons employed in the classified service may be suspended, demoted, or dismissed for any of the following causes:

1. **Immoral conduct, including, but not limited to, egregious misconduct that is the basis for a sex offense<sup>2</sup>, a controlled substance offense<sup>3</sup>, or child abuse and neglect<sup>4</sup>.**
2. **Conduct that constitutes a violent or serious felony<sup>5</sup>.**
3. **Unlawful discrimination, including harassment, against any student or other employee.**
4. **Violation of or refusal to obey state or federal law or regulation, Board policy, or district or school procedure.**
5. **Falsification of any information supplied to the district, including, but not limited to, information supplied on application forms, employment records, or any other school district records.**
6. **Unsatisfactory performance.**
7. **Unprofessional conduct.**
8. **Dishonesty.**
9. **Neglect of duty or absence without leave, excessive absences or tardiness.**
10. **Insubordination.**
11. **Use of alcohol or a controlled substance while on duty or in such close time proximity thereto as to affect the employee's performance.**
12. **Destruction, negligent loss or misuse of district property.**
13. **Failure to fulfill any ongoing condition of employment including, but not limited to, maintenance of any license, certificate, or other similar requirement specified in the employee's class specification.**

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<sup>1</sup> See California Education Code 45101(e)

<sup>2</sup> See California Education Code 44010

<sup>3</sup> See California Education Code 44011

<sup>4</sup> See Penal Code 11165.2-11165.6

<sup>5</sup> Penal Code 667.5(c) and/or 1192.7(c)

14. Retaliation against any person who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law occurring on or directly related to the job.

15. Advocacy of Communism or overthrow of the Government<sup>6</sup>.

16. Any other misconduct which is of such nature that it causes discredit or injury to the district or the employee's position.

B. An employee shall not be suspended, disciplined, reassigned, transferred, dismissed, or otherwise retaliated against solely for acting to protect a student, or for refusing to infringe on a student's protected conduct, when that student is exercising free speech or press rights<sup>7</sup>.

C. No disciplinary action shall not be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the notice of cause unless this cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee would have disclosed the facts to the district<sup>8</sup>.

D. "Cause" means those grounds for discipline, or offenses, enumerated in the law or the written rules of a public school employer. No disciplinary action may be maintained for any "cause" other than as defined herein<sup>9</sup>.

B E. Except to the extent permitted by law, no employee in the classified service shall be suspended, demoted, dismissed or in any way discriminated against because of his or her political affiliations, religious beliefs or acts, race, sex, marital status or physical handicap.

F. Upon being informed by law enforcement that a classified employee has been charged with a "mandatory leave of absence offense," the Superintendent or designee shall immediately place the employee on a leave of absence. A mandatory leave of absence offense includes:

1. Any sex offense.<sup>10</sup>
2. Murder or attempted murder.<sup>11</sup>
3. Any offense involving the unlawful sale, use, or exchange to minors of controlled substances.<sup>12</sup>

~~1. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public, students, or of fellow employees, or any other willful failure of good conduct tending to injure the public service.~~

~~2. Failure to follow lawful directives of supervisors or the governing board.~~

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<sup>6</sup> See California Education Code 45303 and/or California Government Code 1028

<sup>7</sup> See California Education Code 48907 and/or 48950

<sup>8</sup> See California Education Code 45113

<sup>9</sup> See California Education Code 45101(h)

<sup>10</sup> See California Education Code 44010

<sup>11</sup> See Penal Code 187

<sup>12</sup> See Health and Safety Code 11054, 11055, and 11056

- ~~3. Dishonesty, drunkenness during assigned working hours, addiction to or illegal use of narcotics or immoral conduct.~~
- ~~4. Political activities engaged in by an employee during his assigned working hours of employment.~~
- ~~5. Conviction of a felony or a crime involving moral turpitude. A record of one or more convictions which indicates that the person is a poor employment risk. Failure to disclose material facts regarding criminal convictions. Other false or misleading information on application forms or examination and employment records concerning material matters. (Moral Turpitude: The quality of a crime involving grave infringement of the moral sentiment of the community as distinguished from statutory mala prohibita.) Websters Unabridged Dictionary, Second Ed.~~
- ~~6. Excessive absences or tardiness; or frequent unexcused absences or tardiness. Illness leave, when habitually taken for trivial indispositions.~~
- ~~7. Failure to report for review of health or x-ray examination after due notice.~~
- ~~8. Advocacy of overthrow of the Government of the United States or the State of California, by force, violence or other unlawful means.~~
- ~~9. Abandonment of position—absence of two or more consecutive working days without permission and failure to notify the Board of a valid or acceptable reason for absence.~~
- ~~10. Failure to return to work within three (3) working days from an authorized leave of absence.~~
- ~~11. Persistent or repetitive poor performance that continues after previous warnings.~~
- ~~12. Serious misconduct, including such matters as use of unreasonable physical force, dishonesty, falsifying information to the DISTRICT, refusal to follow a lawful directive,~~

Add to the Appendix:

“District Key and Equipment Log”

## Chapter VIII Article 3 B: Catastrophic Leave

### I. CREATION:

- a: The ASSOCIATION and the DISTRICT agree to create the California School Employees Association and its Chapter #726 (CSEA), Sick Leave Bank effective July 1, 2000. The Sick Leave Bank shall be funded in accordance with Section 2 below.
- b: Days in the Sick Leave Bank shall carry over from year to year.
- c: Days shall be contributed to the Bank and withdrawn from the Bank without regard to the daily rate of pay of the Sick Leave Bank participant.

d: The CSEA Sick Leave Bank shall be administered by the Central Union High School District as outlined by Chapter VIII, Article 3 of the Agreement. The Central Union High School DISTRICT shall have the responsibility of maintaining the records of the Sick Leave Bank, receiving withdrawal requests and notifying the President of the CSEA prior to approval and notification of the member.

## 2. ELIGIBILITY AND CONTRIBUTIONS:

± Effective October 1, 2020 ~~beginning at the time of ratification of this agreement~~, the maximum number of days that the bank shall pay out shall be ten (10) days with an additional ten (10) day extension (twenty {20} days maximum), per Sick Leave Bank participant, per year.

- a: All unit members on active duty with the DISTRICT are eligible to contribute to the Sick Leave Bank.
- b: Participation is voluntary, but requires contribution to the Bank. Only contributors will be permitted to withdraw from the Bank.
- c: Unit members who initially elect not to join the Sick Leave Bank upon first becoming eligible may not participate until the following year.
- d: The contribution, on the appropriate form, will be authorized by the unit member, and will automatically be continued from year to year until canceled by the unit member in writing on the proper form. Only when the member has withdrawn from the Sick Leave Bank. Members who withdraw days are expected to contribute on a yearly basis. Members who end contributions are no longer eligible to withdraw from the Sick Leave Bank.
- e: Cancellation, on the proper form, may be effected at any time and the unit member shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick leave previously authorized for contribution to the Bank shall not be returned if the unit member effects cancellation.
- f: Contributions shall be made between July 1 and October 1 of each school year. New hires shall be permitted to contribute within 30 calendar days of beginning work. The DISTRICT shall provide enrollment forms for the Sick Leave Bank to all new unit members.
- g: The annual rate of contribution by each participating unit member for each school year shall be one (1) day of sick leave which shall be deemed to equate to the legal minimum required by Ed. Code 44043.5.
  - ~~1) The maximum number of days that the bank shall pay out shall be fifty (50) days ten (10) days or the 2000-2001 school year.~~
  - ~~2) Each ensuing school year, the DISTRICT shall add fifty (50) payout days to the remaining payout days balance. Maximum accumulation shall be 250 days.~~
  - ~~3) If the number of days in the Bank at the beginning of the school year exceeds the maximum allowable payout days, no contribution shall be required of participating unit members.~~
  - ~~4) If the number of days in the Bank at the beginning of the school year falls below the allowable payout days, each participant shall be required to contribute an additional day to the Bank.~~
  - 5) (2) (1) Those unit members joining the Sick Leave Bank for the first time shall be required to contribute one day to the Bank.

~~6) If a Sick Leave Bank participant has no remaining sick leave at the time of the assessment, he/she need not contribute the additional day to remain a participant in the Sick Leave Bank. (3 2) In order to be eligible to draw from the Catastrophic Sick Leave Bank unit members shall be required to contribute to the bank at least one time annually up to the point where the bank is at a minimum maximum accumulation of 250 days.~~

h: Unit members who are retiring or leaving the employ of the DISTRICT may contribute their unused sick leave to the Sick Leave Bank.

### 3. WITHDRAWAL FROM THE BANK:

a: A Sick Leave Bank participant whose cumulative sick leave is exhausted may withdraw from the Bank for catastrophic illness or injury. Catastrophic illness or injury shall be defined as an unexpected extended critical illness, surgery or critical injury of the member or the unit member's immediate family member which necessitates an absence from work for ten (10) consecutive days or longer. The condition of pregnancy shall not be covered by the Bank. However, medical complications that arise from childbirth shall be considered. (Caesarean deliveries would be considered only if complications occur for mother and/or child.) If a recurrence or a second illness or injury incapacitates a unit member or a member of the unit member's family within twelve (12) months, it shall be deemed catastrophic after five consecutive duty days. ~~Thus, a participant who used the bank, after exhaustion of sick leave, for 25 days to care for a spouse who has cancer, and, after returning to work, suffers a heart attack, shall be deemed to have suffered a second catastrophic illness and may again withdraw from the Bank after only five (5) consecutive duty days off work.~~

b: Long term therapy (e.g. chemotherapy, dialysis, etc. shall be treated as a catastrophic illness, or injury. even though it is not in increments of over 10 consecutive days (twenty {20} days maximum with an extension). All other eligibility requirements will remain in effect. The participant will be eligible for withdrawal on a day-to-day basis.

c: Participants must use all current and accumulated sick leave as defined in Ed. Code 44978 available to them before becoming eligible for a withdrawal from the Bank.

d: If a participant is incapacitated, applications may be submitted to the DISTRICT by the participant's agent or member of the participant's family.

~~e: Withdrawals from the Sick Leave Bank shall be granted in units of no more than ten (10) duty days. Participants, or their agents, must submit requests for extensions of withdrawals their prior grants expire. A participant's withdrawal from the Bank may not exceed the statutory maximum of twelve (12) consecutive months.~~

f: e Participants applying to withdraw or extend their withdrawal from the Sick Leave Bank will be required to submit a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work. The DISTRICT shall keep all information regarding the nature of the illness confidential. A participant's withdrawal from the Bank may not exceed the statutory maximum of twelve (12) consecutive months.

~~g: If a participant has drawn ten (10) Sick Leave Bank days and requests an extension, the DISTRICT may require a medical review by a physician of the DISTRICT'S choice at the participant's expense. The DISTRICT shall choose only a physician who qualifies under the DISTRICT offered insurance policy. Refusal to submit to the medical review will terminate the participant's continued withdrawal from the Sick Leave Bank. The DISTRICT may deny an extension of withdrawal from the Sick Leave Bank based upon the medical report. The participant may appeal any termination under the procedure outlined in K.) below.~~

~~h: (g)~~ f Leave from the Bank may not be used for illness or disability which qualify the participant for Worker's Compensation benefits unless the participant has exhausted all Worker's Compensation leave, his/her own sick leave and provided further that the member signs over any Worker's Compensation checks for temporary benefits to the District. If there are any Worker's Compensation checks signed over to the Board, the Bank will not be charged days, or, if charged, will be reimbursed the number of days for which the Worker's Compensation is equivalent to a regular day of pay at the negotiated rate for that participant. If the DISTRICT challenges the Workers Compensation claim, the participant may draw from the bank, however, upon settlement of the claim in favor of the participant, the DISTRICT shall reimburse the Bank the days.

~~i: (h)~~ g When the DISTRICT may reasonably presume that the applicant for a withdrawal may be eligible for Disability/Retirement under PERS, or if applicable, Social Security, the DISTRICT may request that the applicant apply for disability or retirement. Failure of the applicant to submit a complete application, including medical information provided by the applicant's physician, within twenty (20) calendar days will disqualify for further Sick Leave Bank payments. Any requests for additional medical information from PERS or Social Security shall be submitted within ten (10) days or the participant's entitlement to Sick Leave Bank payments will cease. If denied benefits by PERS or Social Security, the applicant must appeal or entitlement to the Sick Leave Bank shall cease.

~~j: (i)~~ h If the Sick Leave Bank does not have sufficient days to fund a withdrawal request, the DISTRICT is under no obligation to provide days and the DISTRICT is under no obligation to pay the participant any funds whatsoever. If the DISTRICT denies a request for withdrawal ~~or extension of withdrawal~~, because of insufficient days to fund the request, they shall notify the participant in writing of the reason for denial.

~~k: Sick Leave Bank participants who are denied a withdrawal or whose withdrawal is not renewed or is terminated may, within thirty (30) days of denial, grieve the denial, nonrenewal, or termination. If the participant's incapacitation does not allow participation in this appeal process, the participant's agent or member of the family may process the grievance.~~

#### 4. ADMINISTRATION OF THE BANK:

a: The Central Union High School DISTRICT shall have the responsibility of maintaining the records of the Sick Leave Bank, receiving withdrawal requests, verifying the validity of requests, approving or denying the requests, and communicating its decision, in writing, to the participants. ~~and to The President of the CSEA shall receive notification of the District's decision prior to participants notification.~~

~~b: The DISTRICT'S authorized agent shall approve all properly submitted requests complying with the terms of this Article. Withdrawals may not be denied on the basis of the type of illness or disability, as otherwise outlined in this agreement.~~

e: (b) Applications shall be reviewed and decisions of the DISTRICT and CSEA reported to the applicant, in writing, within ten (10) duty days of receipt of the application.

d: (c) The DISTRICT shall keep all records confidential and shall not disclose the nature of the illness, except as is necessary to process the request for withdrawal and defend against any appeals of denials.

e: (d) By the Fifth (5th) day of October of each school year, the DISTRICT shall notify ~~ECSTA~~ CSEA of the following:

- 1) The total number of accumulated days in the Bank as of June 30th of the previous school year.
- 2) The number of days contributed by unit members for the current year.
- 3) The names of participating unit members.

- 4) The total number of days available in the Bank.
- 5) The total number of payout days available in the Bank.

- ⌘ (e) On a quarterly basis, the DISTRICT shall notify the CSEA of the following:
- 1) The names of any additional unit members who have joined in accordance with Section VII.B.2.
  - 2) The names of any unit members who have canceled participation in accordance with VII.B.2.
  - 3) The total number of days in the Bank at the beginning of the previous month.
  - 4) The total number of days remaining in the Bank on the last day of the previous month.
  - 5) The total number of days awarded during the previous month and the names of those unit members to whom they were awarded.
  - 6) The total number of days added by new members.

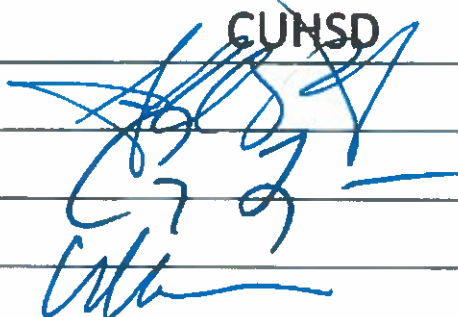
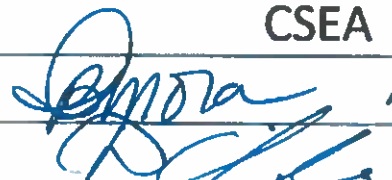
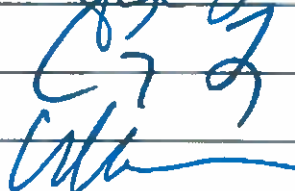









g: (f) Any dispute between the CSEA and the DISTRICT as to the accounting shall be settled through the normal grievance procedure beginning at the Superintendent level as outlined in the Agreement.

H (g) DISTRICT and the CSEA, mutually agree to terminate the Sick Leave Bank for any reason, the days remaining in the Sick Leave Bank shall be distributed to the current members of the bank in proportion to the total number of days contributed by each unit member currently enrolled in the Bank.

## Chapter IX Article 1: Compensations

The District shall increase the salary schedule 3.26% effective, retroactive to July 1, 2019. Members that were not employed for the full year will be compensated on a prorated basis for the number of contract days worked.

Upon ratification, the District shall provide a 0.5% off schedule increase to all employees who were employed during the 2019-2020 school year who were in a paid status. Members that were not employed for the full year will be compensated on a prorated basis for the number of contract days worked.

CUNSD	CSEA
	
	
	
	
	
	

Date: 8/19/2020