

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between  
The Fontana Unified School District  
and  
Fontana School Police Officers' Association**

**Effective July 1, 2021  
Through June 30, 2024**

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1 **AGREEMENT**

2  
3 This Memorandum of Understanding ("Agreement") is entered into  
4 by the Fontana Unified School District Board of Education (hereinafter  
5 referred to as the "District") and the Fontana School Police Officers'  
6 Association (hereinafter referred to as the "Association"). The terms and  
7 conditions of this Agreement shall be applicable to all employees set forth  
8 in Article 1 commencing July 1, 2021, and ending June 30, 2024.  
9

10 There shall be an annual re-opening of negotiations at the request  
11 of either the Association or District, with such request to be made in writing  
12 and provided to the District no earlier than May 1, or the closest next  
13 business day and no later than June 1, or the closest next business day, to  
14 commence negotiations for the next fiscal year.  
15

16 The re-opener of negotiations shall be limited to:

- 17  
18 1. Salary.  
19 2. Benefits.  
20 3. Two (2) additional Articles listed in this Agreement from the  
21 Association and District.  
22

23 Upon expiration of this Agreement, the District and Association  
24 agree that the Agreement and all terms contained therein remain in full  
25 force and effect until an agreement to renew has been met.  
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**ARTICLE 1**  
**RECOGNITION**

For purposes of meeting and conferring on wages, hours, working conditions, and general representation of its Association Members (hereinafter referred to as "Members"), formal recognition is hereby granted exclusively to the Association for the job classifications of Police Officer Trainee, Police Officer, Police Corporal, and Police Dispatcher. Any use of gender in this Agreement shall be interpreted as referring to either male or female as applicable. The terms "Member" and "Employee" are interchangeable for purposes of this Agreement and apply to all persons represented by the Association, unless as otherwise delineated in the Agreement.

The terms "District" and "Department" are interchangeable for purposes of this Agreement and apply to the Fontana Unified School District and the Fontana School Police Department, respectively.

All sworn personnel are classified as California Peace Officers as defined in Penal Code §830.32 and are subject to all rights, restrictions, privileges, and protections afforded to California Peace Officers by statute or court decision as currently written or as may be amended, including, but not limited to, the Peace Officers Bill of Rights (Government Code §3300 et. al.).

The District agrees to provide the Association, upon request, all information which is necessary, appropriate, and relevant for the Association to maintain and negotiate the Agreement.

**ARTICLE 2**  
**DISTRICT PERSONNEL RULES AND REGULATIONS**

It is understood and agreed that there exists within the District, in written or unwritten form, certain personnel rules, policies, practices, and benefits generally contained in the School District Policy and School Police Department Policy as amended thereafter by District resolutions and Memorandum of Understanding.

Those rules, policies, and benefits, which are subject to the meet and confer process, will continue in effect, except for those provisions modified by this Agreement, unless and until modified by mutual agreement of the parties and enacted by District Policy, if necessary, in accordance with State laws, orders, regulations, official instructions or policies.

The District and Association agree to comply with all State and Federal laws and Department and School District Policy. The District further agrees to adhere to the Peace Officers Bill of Rights and all Government Codes applicable to California Peace Officers as currently written and as may be amended as it applies to District-sworn personnel.

**ARTICLE 3**  
**ZIPPER CLAUSE**

The parties acknowledge that during the meet and confer sessions which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of meeting and conferring, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to meet, with respect to any subject or matter, referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they have met and conferred or signed this Agreement.

If any article, section, paragraph, or phrase of this Agreement is declared unlawful by any State or Federal law or other decision, the remaining portions of the Agreement remain valid. Furthermore, the District and Association agree that there will be no discrimination on account of race, religion, national origin, color, sex, age or physical limitations.

**ARTICLE 4**  
**DUES DEDUCTIONS**

Members authorize Association dues to be deducted from their payroll check by submitting a written authorization to the Payroll Department. Said authorization shall remain in effect unless withdrawn in writing or unless the Member terminates employment or transfers from the Association represented unit.

The Payroll Department is to provide the Association with a check for the total dues deducted each calendar month. The cost of the dues shall be determined by the Association.

**ARTICLE 5**  
**WAGES AND BENEFITS**

Section 1 – Salary

Upon completion of probation, and annually thereafter, Members shall move to the next appropriate pay step until Step 5 is reached. Effective July 1, 2014, upon completion of three (3) years at Step 5, Members shall move to Step 6, which represents a 4.5% increase from the Step 5 salary. When a Member is eligible to move to a higher step, the increase must take effect no later than the 1<sup>st</sup> day of the month following eligibility.

Effective July 1, 2018, the *Fontana School Police Officers' Association Salary Schedule* shall be modified to add Step 7 and 8 to the Police Officer job classification salary range. The current salary range listed on the *Fontana School Police Officers' Association Salary Schedule* for Corporal and Detective job classifications will be eliminated with the addition of Step 7 and Step 8 at the Police Officer range.

Steps 7 and 8 are to be used for Corporal and Detective job classifications only. The new Steps 7 of the *Fontana School Police Officers' Association Salary Schedule* will only be used for year one (1) of service in a Corporal or Detective position and Step 8 will only be used for year two (2) of service in a Corporal or Detective position.

Section 2 – Field Training Officer Incentive

All Members who are designated by the Chief of Police as a Field Training Officer (FTO) or Communications Training Officer (CTO) and who are acting in the capacity of an FTO or CTO shall receive a five percent (5%) stipend to their hourly rate of pay for the duration of the assignment.

Section 3 – Lateral Hire Salary

A "Lateral Police Officer" is defined as a full-time, sworn California Peace Officer per Penal Code §830, et al., with no more than a three (3) year break in service. Lateral Police Officers shall receive one (1) step increase in pay for every two (2) years of service as a California Peace Officer, up to a maximum placement of Step 3 upon hire.



1 Section 4 - P.O.S.T. Incentive

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3 All Members shall receive a pay stipend for possession of the  
4 following P.O.S.T. certificates. The stipend is non-cumulative.

- 5  
6
  - Intermediate P.O.S.T. Certificate or Public Safety Dispatcher  
7 Certificate – five percent (5%) additional pay
  - Advanced P.O.S.T. Certificate or Advanced Public Safety  
8 Dispatcher Certificate – seven percent (7%) additional pay

9

10  
11 Section 5 – Education Incentive

12  
13 The following incentives shall apply effective July 1, 2019 for all  
14 Members. All Members who have a B.A./B.S. degree shall receive a five  
15 percent (5%) salary increase and those who have an M.A./M.S. shall  
16 receive a seven percent (7%) salary increase. The increase is in addition  
17 to the P.O.S.T. Incentive, Public Safety Dispatcher Certificate or any other  
18 salary incentives permitted in this Agreement. The institution conferring  
19 the degree must be accredited by the Western Association of Schools  
20 and Colleges (W.A.S.C) or a national accrediting board recognized by  
21 the U.S. Department of Education.

22  
23 Section 6 – Health and Welfare Package

24  
25 Co-payments and other treatment costs shall be at the expense of  
26 the Member. Full-time members hired on or before the 15<sup>th</sup> of the month  
27 shall receive full benefits effective the first day of the month ensuing their  
28 hire date. (example: hire date is January 10<sup>th</sup>, then benefits would be  
29 effective as of February 1<sup>st</sup>). Full-time members hired on or after the 16<sup>th</sup>  
30 day of the month shall not receive benefits until the 1<sup>st</sup> day of the month  
31 subsequent to the ensuing month. (example: hire date is January 20<sup>th</sup>,  
32 then benefits would be effective as of March 1<sup>st</sup>).

33  
34 Part-time Members [working at least four (4) hours per day, but less  
35 than seven (7) hours per day] who are eligible for a prorated share of full-  
36 time benefits shall select either one-party, two-party, or three-party  
37 (family) coverage. Such members shall be eligible for District contribution  
38 to the premium for the plan selected based on the percentage of said  
39 member's full-time employment. (example: Member is hired to work six  
40 (6) hours per day; the District would contribute 75% of the Member's  
41 premium, with the additional 25% of the premium being paid by the  
42 Member via payroll deduction)

1 Extended Benefits

2  
3 Should a Member's employment terminate as of the last day of their  
4 contracted work year, and within the current fiscal year, (i.e. end of  
5 school year for less than 12-month employees, and end of fiscal year for  
6 12-month employees) such Member shall be entitled to continued  
7 coverage under the health, dental, vision, and life plans through  
8 September 30<sup>th</sup> of the ensuing fiscal year. This benefit does not apply to  
9 Members who retire and receive post-employment benefits as outlined in  
10 Section 8—Post Retirement Benefits.

11  
12 In order to qualify for continued benefits, the Bargaining Unit  
13 Member must submit notification of their separation of employment to  
14 People Services prior to June 30<sup>th</sup> of the affected fiscal year.

15  
16 Employee Death

17  
18 The District shall provide dependent medical insurance coverage  
19 for a period of six (6) years following the death of a Member who is  
20 covered under a District medical insurance plan at the time of the  
21 Member's death, who has at least fifteen (15) years of service with the  
22 District and was at least age fifty (50).

23  
24 Line of Duty Death

25  
26 Should it be determined by the District that a Member died in the  
27 line of duty and the death is covered under the District's liability insurance  
28 plan, any applicable benefit claims will be handled through the District's  
29 liability insurance carrier.

30  
31 Section 7 – Retirement Program:

32  
33 The District agrees that sworn Members shall participate in the  
34 Safety CalPERS 3% @ 50 System with Survivor Benefits. Non-sworn Members  
35 shall participate in the standard retirement plan for all other classified  
36 District employees. The District will incur only the minimum contribution  
37 required by CalPERS. The Member contribution shall be paid for by the  
38 Member.

39  
40 Section 8 – Post Retirement Benefits

41  
42 The Retirement Health Benefit Chart included within this Article  
43 outlines health and welfare benefits available to Member retirees based  
44 on their retirement effective dates.

1 For the purposes of this Article, completion of seventy-five percent  
2 (75%) of the duty days within a fiscal year shall constitute completion of a  
3 year of service. For the purposes of this Article, paid status shall exclude  
4 time elapsed during unpaid leaves of absence for more than thirty (30)  
5 work days and breaks in service.

6  
7 The District's maximum health and welfare benefits allowance to the  
8 eligible Member retiree shall be equal to active Member health and  
9 welfare benefits in accordance with the Amount of Coverage section in  
10 the Retirement Health Benefit Chart that is included in this Article.

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12 Retirees shall be responsible for payment of health and welfare  
13 benefit selections which exceed the benefits provided herein.  
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<b>RETIREMENT HEALTH BENEFIT CHART</b>		
<b>Retirement Date</b>	<b>July 1, 1992 and thereafter</b>	
<b>Age Requirement</b>	Age 50	
<b>Years of Service</b>	15 years	
<b>Covered Individuals</b>	Member and eligible dependents	
<b>Length of Coverage Prerequisite</b>	Member has been covered on the District's health benefit plan for one (1) year immediately preceding retirement date.	
<b>Type of Coverage</b>	<b>Plan A:</b>	<b>Plan B:</b>
	District sponsored health insurance plan which shall include medical, dental, vision and life insurance.	District-sponsored medical insurance plan
<b>Length of Coverage</b>	Six (6) consecutive years commencing at time of retirement	Eight (8) consecutive years commencing at time of retirement
<b>Surviving Spouse Coverage</b>	The surviving spouse of a Member who dies prior to expiration of his/her Retirement Health Benefit Program under this Article shall be entitled to continued benefits for the remainder of the original six (6) year program.	The surviving spouse of a Member who dies prior to expiration of his/her Retirement Health Benefit Program under this Article shall be entitled to continued benefits for the remainder of the original eight (8) year program.
	For FSPOA Bargaining Unit retirees who selected the full Health and Welfare Plan for six (6) years, the survivor benefits shall be limited to medical, dental, and vision.	For FSPOA Bargaining Unit retirees who selected medical protection only for period of eight (8) years, the survivor benefits shall be limited to medical only.
<b>Termination of Life Insurance</b>	Life insurance coverage shall be effective only until age seventy (70).	Not applicable
<b>Amount of Coverage</b>	<b>Regularly Assigned Position Hours per Week*</b>	<b>Maximum Monthly Contribution</b>
	35 - 40	100%
	30 – 34.5	75%
	25 – 29.5	62.5%
	20 – 24.5	50%

\*Average hours worked per week, as required by the position, during the last twelve (12) months of employment prior to retirement.

1 Out of Area Retirees

2  
3 A Member retiree may elect to change medical carriers in the even  
4 that said Member retiree moves to an area not covered by the District's  
5 current health and welfare program.  
6

7 Upon written request, the District shall reimburse the member an  
8 amount not to exceed the maximum monthly medical premium in place  
9 at the District and any rate increases for which the retired member is  
10 eligible pursuant to this Article. In order to be eligible for reimbursement,  
11 the District must receive proper documentation (e.g. billing statement or  
12 letter from insurance carrier) from the Member retiree to verify the amount  
13 of the out-of-area premium. The District will reimburse the member, in  
14 advance, upon written request, for their medical premiums for three (3) or  
15 six (6) months, whichever the member requests.

16 Members shall be responsible for the difference between the District  
17 medical premium and the out-of-state medical premium. If the out-of-  
18 state medical premium is less than the District's maximum monthly  
19 allotment, the difference has no cash value and, therefore, the Member  
20 is not eligible to receive the difference in cash.  
21

22 Married Couples and Domestic Partners Employed by the District

23  
24 For married couples and registered domestic partners, both of  
25 whom are employed by the District, and who are eligible for post-  
26 retirement health and welfare benefits, arrangements may be made at  
27 the time of retirement for the health and welfare benefits to be utilized in  
28 a consecutive manner rather than concurrently. In this way, the  
29 protection to be enjoyed by married retirees may be expanded to a  
30 maximum of twelve (12) years for full health and welfare benefits or  
31 sixteen (16) years for medical benefits only. Under these circumstances  
32 wherein Members would seek to defer the engagement of benefits for a  
33 period of time not to exceed six (6) years due to eligibility under these  
34 provisions, the District's responsibility to pay for fringe benefits shall remain  
35 at the same dollar amount in effect at the time of retirement. When  
36 benefits are subsequently engaged by the Member, the retiree would be  
37 responsible to pay the difference in the rates from the date of retirement  
38 to the commencement of the benefits. Once the retiree's participation is  
39 commenced, the retiree's contribution shall remain constant and any  
40 subsequent increases in the costs of the benefit programs would be borne  
41 by the District.  
42  
43  
44

1 Lifetime Medical Benefits

2  
3 Members hired prior to July 1, 2010, and serving the Fontana Unified  
4 School District with thirty-three (33) or more years of service will be granted  
5 lifetime medical benefits for the employee and spouse during the lifetime  
6 of the employee. Full retirement benefits shall be granted to the surviving  
7 spouse of an employee who qualified for lifetime benefits under this  
8 Article until said surviving spouse remarries or is eligible for Medicare  
9 benefits, but under no condition longer than eight (8) years.  
10 Notwithstanding the above, the retiring employee and spouse will retain  
11 eligibility for the six- (6-) or eight- (8-) year benefit option selected by the  
12 retiree.

13  
14 For purposes of the foregoing, completion of seventy-five percent  
15 (75%) of the duty days within a fiscal year shall constitute completion of a  
16 year of service. For the purposes of this Article only, paid status shall  
17 exclude time elapsed during unpaid leaves of absence for three (3)  
18 months or more and terminations of employment. Retirees shall be  
19 responsible for payment of health and welfare benefit selections which  
20 exceed the benefits provided herein.

21  
22 Board's Discretion

23  
24 The Board may, at its sole discretion, after consultation with the  
25 Association, provide retiree health and welfare benefits provided herein  
26 when, in its consideration, the circumstances of an individual situation  
27 warrant such action.

28  
29 Section 9 – Longevity

30  
31 Effective July 1, 2019, longevity pay of eight hundred and fifty  
32 dollars (\$850.00) will be increased by three and one-half percent (3.5%) to  
33 eight hundred and eighty-one dollars (\$881.00) beginning with the 11<sup>th</sup> year  
34 of employment with the District, with an additional eight hundred and eighty-  
35 one dollars (\$881.00) each four (4) years thereafter.

36  
37 The anniversary incremented is to be implemented as follows:

38	Year 11 – 14	\$881 total payment each year
39	Year 15 – 18	\$1,762 total payment each year
40	Year 19 – 22	\$2,643 total payment each year
41	Year 23 – 26	\$3,524 total payment each year
42	Year 27 – 30	\$4,405 total payment each year

1 Effective July 1, 2021, longevity pay of eight hundred and eighty-one  
2 dollars (\$881.00) will be increased by eight percent (8%), to nine hundred and  
3 sixty-eight dollars (\$968.00) beginning with the 11<sup>th</sup> year of employment with  
4 the District, with an additional nine hundred and sixty-eight dollars (\$968.00)  
5 each four (4) years after the 11<sup>th</sup> year.

6

7 The anniversary incremented is to be implemented as follows:

8	Year 11 – 14	\$968 total payment each year
9	Year 15 – 18	\$1,936 total payment each year
10	Year 19 – 22	\$2,904 total payment each year
11	Year 23 – 26	\$3,872 total payment each year
12	Year 27 – 30	\$4,840 total payment each year

13

14 Effective July 1, 2022, longevity pay of nine hundred and sixty-eight dollars  
15 (\$968.00) will be increased by four percent (4%) to one thousand and eight  
16 dollars, (\$1,008.00) beginning with the 11<sup>th</sup> year of employment with the  
17 District, with an additional one thousand and eight dollars, (\$1,008.00) each  
18 four (4) years after the 11<sup>th</sup> year.

19

20 The anniversary incremented is to be implemented as follows:

21	Year 11 – 14	\$1,008 total payment each year
22	Year 15 – 18	\$2,016 total payment each year
23	Year 19 – 22	\$3,024 total payment each year
24	Year 23 – 26	\$4,032 total payment each year
25	Year 27 – 30	\$5,040 total payment each year

26

27 Effective July 1, 2023, longevity pay of one thousand and eight dollars  
28 (\$1,008.00) will be increased by eight percent (8%) to one thousand and  
29 eighty-nine dollars, (\$1,089.00) beginning with the 11<sup>th</sup> year of employment  
30 with the District, with an additional one thousand and eighty-nine dollars,  
31 (\$1,089.00) each four (4) years after the 11<sup>th</sup> year.

32

33 The anniversary incremented is to be implemented as follows:

34	Year 11 – 14	\$1,089 total payment each year
35	Year 15 – 18	\$2,178 total payment each year
36	Year 19 – 22	\$3,267 total payment each year
37	Year 23 – 26	\$4,356 total payment each year
38	Year 27 – 30	\$5,445 total payment each year

39

40 This supersedes the grandfathering of current Members formerly classified as  
41 management who receive longevity pay beginning with ten (10) years of  
42 service and every four (4) years thereafter.

43

44

## ARTICLE 6

### NORMAL WORKING HOURS/SHIFT DIFFERENTIAL

The District shall comply with all applicable Federal, State, and Local laws regarding labor standards, to include, but not limited, to meal breaks and regular breaks.

Members scheduled to attend training on a day when they are scheduled to work will be required to work the full hours of the shift. Reasonable travel time, determined by the Department, will be permitted within the required work period. Travel time shall be based on the distance from the Member's residence to the training location or the length of travel to the location from which the Member must be housed on or near the training site. A Member who is scheduled for training of a day or longer may be placed on an alternate work schedule to accommodate the hours of training in order to maintain the Member's regular hours within a pay period.

#### Fontana School Police Officers:

Shift/school assignments and vacation priority shall be determined by seniority.

#### Fontana Unified School Police Dispatchers:

Vacation priority shall be determined by seniority.

Shift selection shall be determined by seniority. Schedules shall be developed every three (3) months (on or about the first week in January, April, July and October). Members are required to select a different shift each rotation, so that each member works at least four (4) of the five (5) available shifts in a fiscal year.

The Chief of Police may institute a regular five (5)-day, eight (8)-hour work schedule or alternate compressed work schedules if, in his/her opinion, it is in the best interest of the District and Department needs. Such change will occur only after a fourteen (14-) day notice is given, in writing, to the Association and after meeting and consulting with the Association, unless the Association expressly, in writing, agrees to waive such meeting. At no time shall a Member, unless due to disciplinary action, be forced to work less than one hundred sixty (160) hours every four (4) weeks.

#### Shift Differential

Except when working a regular shift, including the day shift, swing shift, and the graveyard shift, any Member required to render service between the hours of 5:00 p.m. and 5:00 a.m. shall be paid an additional five percent (5%) increase over their regular hourly rate, plus any other stipends or increases allowed in this Agreement.



**ARTICLE 7  
OVERTIME**

Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid after hours in excess of the Member's regularly assigned shift duration, depending on the Member's assigned shift, in any one (1) day or after forty (40) hours in any one (1) work week

If a five (5)-day, eight (8)-hour per shift is required, Members will receive overtime pay for any hours worked beyond the eight (8) hour shift or beyond forty (40) hours in the work week. All other overtime, leave of absence, and holiday pay remain as stated in this Agreement.

When a Member is required to render service on a non-workday, or if recalled to work on the same day where he/she has previously completed a regular work assignment, depending on the assigned shift, or if a Member has to perform overtime for special events such as, but not limited to, training, school sporting events or other District related or authorized events, then the Member shall be compensated for a minimum of three (3) hours, but not for less than the actual number of hours worked.

If a Member is required to remain on-call and fit for response to duty, he/she will be compensated with one (1) hour of their regular hourly rate for every eight (8) hours on call. If the Member is then recalled to work while on-call, the period of time on duty shall be deducted from the time on-call for purposes of calculating on-call compensation.

Compensatory Time

At the discretion of the District, whenever overtime is authorized, Members may submit a request for credit in the form of compensatory time equal to one and one-half (1-1/2) hours for each hour of overtime worked in lieu of overtime pay. Members may accrue a maximum of eighty (80) hours of compensatory time. Any additional time must be paid in the form of cash at the Member's overtime rate.

Use of compensatory time shall be at the discretion of the Chief of Police, or his/her designee, depending on Department needs. At no time shall compensatory time be granted if its use is detrimental to the normal operations and needs of the Department.

1 All accrued compensatory time shall be utilized within the same  
2 fiscal year in which it was earned. Compensatory time not used by the  
3 end of the fiscal year shall be cashed out at the Member's overtime rate.  
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5 Unused compensatory time shall be paid to Members upon  
6 separation from employment.  
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**ARTICLE 8**  
**HOLIDAY PAY COMPENSATION**

Members shall be entitled to the following paid holidays provided the Member is in paid status during any portion of the working day immediately preceding or succeeding the holiday:

1. Third Monday in January (Martin Luther King Day).
2. February 12<sup>th</sup> (President Lincoln's Birthday).
3. Third Monday in February (President Washington's Birthday).
4. Friday of Spring Student Non-Attendance Day.
5. Last Monday of May (Memorial Day).
6. June 19<sup>th</sup> (Juneteenth)
7. July 4<sup>th</sup> (Independence Day).
8. First Monday in September (Labor Day).
9. September 9<sup>th</sup> (Admissions Day).
10. November 11<sup>th</sup> (Veteran's Day).
11. Thanksgiving Day .
12. Adjacent to Thanksgiving Day.
13. Christmas Day.
14. New Year's Day.

Holiday time is for the duration of the Member's regular assigned shift.

When the holiday falls on a Sunday, the following Monday shall be a holiday. When the holiday falls on a Saturday, the preceding Friday shall be a holiday.

Members whose regular assigned shift falls on a Board approved holiday shall be paid their regular hourly wage and holiday pay equal to one and one-half (1½) times their regular hourly wage [double time and one-half (2½) times their regular wage].

If the Member's regularly assigned day off falls on a Board approved holiday, the Member will be given an additional day off in lieu of the holiday and shall be paid at their regular hourly rate. The additional day off is to be within the same pay period and attached to the beginning or end of their other regularly assigned days off, if possible. If the Member elects to work on the regular day off which is a District holiday, the Member shall be compensated as listed above at the double time and time and one-half (2½) rate, but shall not be given an extra holiday off afterwards.

Members whose regular assigned shift is partially on a Board

1 approved holiday and begins or ends on a regular work day will only  
2 be paid double time and one-half (2½) for the amount of hours  
3 worked on the actual holiday and will receive their regular hourly  
4 wage for the remainder of the hours, or regular overtime wage, if  
5 applicable. Example - An Officer whose shift begins at 10:00pm on  
6 a holiday and ends at 8:00am the following day would receive two  
7 (2) hours of holiday pay and eight (8) hours of regular hourly pay  
8 regular overtime pay, whichever applies.

**ARTICLE 9**  
**LEAVE OF ABSENCE**

Section 1 – Sick Leave

Sick leave of absence with pay is granted to District employees to protect the health and welfare of both employees and students. The use of sick leave for purposes other than the Member's illness, injury or attendance to an appointment with a health care provider shall be considered abuse of paid or unpaid leave.

Every full-time Member (1 FTE) shall be entitled to ninety-six (96) hours of paid sick leave for illness or injury per fiscal year of service. Such leave shall be exclusive of all days he/she is not required to render service to the District.

New Members accrue sick leave from the first (1st) of the month in which they are employed, providing their employment commences on or before the fifteenth (15th) of the month. If employment commences on or after the sixteenth (16th) of the month, sick leave is accrued from the first (1st) of the following month. A Member must be employed past the fifteenth (15th) day of the month to accrue sick leave credit for that month. Members in a non-paid status for a fractional period of a month accrue sick leave for the entire month when in a paid status for eighty (80) or more hours in that month. A Member who serves less than eighty (80) hours in a month receives no sick leave credit for that month.

Credit for sick leave need not be accrued prior to taking such leave by the Member and such leave of absence may be taken at any time during the year. If the Member does not take the full amount of leave allowed in any year, the amount not taken shall be accumulated from year to year with no cap.

However, a new Member shall not be eligible to take more than six (6) days or the proportionate amount to which he/she may be entitled, until the first (1st) day of the calendar month after completion of six (6) months of active service with the District.

A Member shall once a year be credited with a total of one hundred (100) working days of paid extended sick leave in addition to sick leave to which he/she is entitled under paragraphs 2 and 3 listed above. Such days of extended sick leave, in addition to those required by paragraphs 2 and 3 listed above, shall be compensated at fifty percent (50%) of the Member's regular salary and shall be available after all other

1 paid leave entitlement has been exhausted, but shall not be cumulative  
2 from year to year. Benefits accrued while on paid sick leave shall be the  
3 same as the benefits which would have been accrued had the Member  
4 worked. Each day of absence claimed under this paragraph must be  
5 supported by a physician's statement that will verify the inability of the  
6 Member to work.

7  
8 Verification of illness may be required by the District for any  
9 absence for which sick leave is claimed.

10  
11 The District shall prescribe the required rules and regulations  
12 indicating the manner of proof of illness or injury. However, regulations  
13 shall not discriminate against treatment or violate any conditions  
14 protected by HIPAA and the need thereof by the practice of religion of  
15 any well-organized religious sect, denomination or organization.

## 16 17 Section 2 - Utilization of Sick Leave During Periods of Vacation

18  
19 Personal illness or injury occurring during a scheduled vacation may  
20 be charged to sick leave provided medical substantiation of illness is  
21 furnished by the Member. An absence due to personal illness or injury that  
22 occurs prior to and extends into a scheduled vacation may be charged  
23 to sick leave.

## 24 25 Section 3 – Vacation Leave

26  
27 Vacation time is accrued each fiscal year from the date the  
28 Member first renders probationary service. Vacation is accrued at the  
29 equivalent of eight (8) hours for each month of service, ninety-six (96)  
30 hours per fiscal year. If the Member first renders service on or before the  
31 15<sup>th</sup> day of the month, eight (8) hours of vacation leave shall be provided.

32  
33 After five (5) years of continuous service, ten (10) hours of vacation  
34 time shall be granted for each month worked, one hundred twenty (120)  
35 hours per fiscal year. After ten (10) years of continuous service and  
36 starting on the 11<sup>th</sup> year, the Member will continue to accrue ten (10)  
37 hours of vacation leave per month, plus an additional forty (40) hours per  
38 fiscal year, to be given on July 1 each year, for a total of one hundred  
39 sixty (160) hours per year.

40  
41 Vacations shall be scheduled at the convenience of the District  
42 and, as nearly as possible, at the convenience of the Member. Seniority  
43 within the job classification shall be considered when multiple requests for  
44 the same vacation day(s) are submitted on the same day.

1 Vacations accrued by July 1 shall be taken by the following August  
2 31; however, with the approval of the supervisor, a Member who cannot  
3 use all vacation days may be permitted to carry over a maximum of one  
4 (1) year's accrual, not to exceed one hundred sixty (160) hours in any  
5 event. Members whose carry over balance exceed the one (1) year  
6 accrual must submit leave documents to account for using the excess  
7 time within the next four (4) pay periods to bring the balance down to  
8 one (1) year's accrual.

9  
10 Once the vacation leave balance reaches two (2) years (vacation  
11 maximum amount) of allocated vacation leave, no more vacation may be  
12 accrued (earned) until he or she reduces the accumulated vacation  
13 balance to below the vacation maximum amount either by vacation cash-  
14 out or vacation use. Adjustments to stop and restart vacation accrual will  
15 occur once per year, at the beginning of the fiscal year. No earning  
16 adjustments will occur during the fiscal year.

17  
18 The District reserves the right to issue a one-time payout of the  
19 excess vacation for members who, effective July 1, 2017, have accrued  
20 unused vacation which exceeds the vacation maximum  
21 amount.

22  
23 Members qualifying for a payout under this provision will be subject to all  
24 provisions of this Article, including but not limited to the vacation  
25 maximum carry over amount. This paragraph will sunset on September 1,  
26 2017.

#### 27 28 Vacation Cash-Out

29  
30 Based on their annual accrual, members may elect to "cash-out"  
31 up to forty (40) hours of unused, accrued vacation to be paid in the form  
32 of salary at the unit member's regular rate of pay. Requests for salary in  
33 lieu of unused, accrued vacation shall be submitted by the member to  
34 the Payroll Department no earlier than June 1 and no later than June 30.

35  
36 Upon resignation, termination or retirement, all remaining vacation  
37 hours shall be paid at the Member's current rate of pay, including any  
38 and all incentives.

#### 39 40 Section 4 – Personal Necessity Leave

41 During each fiscal year, each Member shall be entitled to utilize a  
42 period of time equivalent to eight (8) days or sixty-four (64) hours for  
43 personal necessity. Members who work less than eight (8) hours per day  
44 shall have the leave privilege prorated for hours of service.

1 Personal Necessity Leave shall not be used merely for an extension  
2 of a holiday, vacation or convenience. Such leave time used shall be  
3 deducted from the Member's accumulated sick leave.

4  
5 Personal Necessity may only be used for the following reasons, one  
6 of which the Member shall indicate on the Leave Document (form D-28.3)  
7 as the reason for requesting such leave:

8  
9 1. Death or serious illness of a member of his/her immediately family  
10 when leave is required beyond that provided by District policy.

11  
12 2. Accident involving his/her person or property or the person or  
13 property of an employee of his/her immediately family, which requires  
14 immediate attention.

15  
16 3. Appearance in court before any government, regulatory or  
17 administrative tribunal as a litigant, party or witness under proper  
18 subpoena or any order to appear.

19  
20 4. Items of an emergency nature, involving circumstances which  
21 could not be anticipated and/or which involve extenuating  
22 circumstances and which are not based on personal convenience and  
23 which prevent the employee from performing his/her normal duties.

24  
25 Approval must be requested and cannot be denied if the request  
26 meets any one of the definitions of personal necessity as listed above and  
27 if the request is submitted a minimum of two (2) working days prior to the  
28 date requested, unless an exigency exists. In the event that a Member  
29 fails to provide two (2) working days' advance notice of a personal  
30 necessity leave request, the circumstances preventing the submission of  
31 such request in a timely manner shall be explained in writing to the  
32 supervisor who shall have the discretion to deny the request

33  
34 Abuse or misuse of personal necessity leave shall be subject the  
35 Member to appropriate disciplinary action.

### 36 37 Section 5 – Parental Leave

38  
39 In cases of pregnancy, the Member may request a leave of  
40 absence without pay for a period not to exceed one (1) fiscal year. At  
41 the end of the leave, the Member shall be reemployed in a comparable  
42 position and, when possible, the same position, provided that the position  
43 is not greater than that which the Member would have enjoyed if he/she  
44 were not on leave.



1 Health and welfare benefits shall not be provided during parental  
2 leave unless paid for by the Member. During such a leave, a Member  
3 shall maintain, but not add to, accumulated sick leave or other employee  
4 benefits, including seniority.

5  
6 Sick leave may be used for the delivery of a child, for a bona fide  
7 medical disability connected with a pregnancy as verified by a doctor's  
8 statement and for normal postpartum recovery [generally four (4) days].  
9

10 Sick leave may not be used for postpartum care of the infant or for care.  
11

12 Upon request, the Board shall provide a Member who is a natural or  
13 adopting parent an unpaid leave of absence for the purposes of rearing  
14 his/her infant under three (3) years of age. The Member shall notify the  
15 District that he/she intends to take such a leave at a reasonable time prior  
16 to the anticipated date on which the leave is to commence. Upon the  
17 Member's request, the Board may, at its discretion, grant an additional  
18 year of parental leave to a combined maximum of two (2) fiscal years.  
19

20 The terms of this Article shall not abrogate or abridge the rights of  
21 the Member under the Family Medical Leave Act.  
22

#### 23 Section 6 – Personal Leave

24

25 A personal leave of absence without pay for not more than thirty  
26 (30) working days may be granted administratively to transact urgent  
27 personal business. The approval or rejections thereof shall be determined  
28 on the basis of the position the Member holds inasmuch as certain positions  
29 do not lend themselves to temporary replacements due to the technical  
30 nature or level of responsibility of the assignment.  
31

32 The approval and duration of such leaves shall be left to the  
33 discretion of the Superintendent and, if approved, the Member shall  
34 return to same or like position. Leaves of absence in excess of thirty (30)  
35 working days are subject to ratification by the Governing Board in  
36 accordance with the provisions of this Article.  
37

38 Personal leave shall not be awarded for the purpose of investigating  
39 or accepting employment opportunities elsewhere.  
40

#### 41 Section 7 – Public Office Leave

42

43 Every permanent Member who is elected to public office shall be  
44 granted an unpaid leave of absence from his/her duties as an employee

1 of the District, upon request, for the term of office. Such absence shall not  
2 affect the classification of the Member or any rights under this Agreement.

3  
4 No remuneration shall be awarded by the District for such public  
5 office duties. However, during the term of such absence, the permanent  
6 Member may be employed by the District to render service in less than  
7 full-time capacity for such compensation and conditions as may be  
8 mutually agreed upon.

9  
10 Within six (6) months following the expiration of term of office, the  
11 Member shall be entitled to return to the position held by him/her at the  
12 time of his/her election. The Member shall be placed on the salary  
13 schedule at the level to which he/she would have been entitled had  
14 he/she not absented himself/herself from the District.

15  
16 A substitute employed to replace the permanent Member on  
17 public office leave shall not have any right to such position following the  
18 return of the Member to his/her assignment.

19  
20 Section 8 – Military Leave

21  
22 Members on military leave shall be entitled to all rights as provided  
23 by State and Federal Law.

24  
25 Section 9 – Immediate Family Member Defined

26  
27 Father, mother, sister, brother, daughter, son, wife, husband, legal  
28 California state registered domestic partner, grandfather, grandmother,  
29 father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law,  
30 son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter,  
31 grandmother or grandfather of spouse or any relative living in the  
32 Member's immediate household.

33  
34 Section 10 – Bereavement and Imminent Death Leave

35  
36 Members shall be granted a leave of absence with pay and all  
37 entitled benefits and privileges for a period equal to three (3) assigned  
38 shifts (work days) due to death or imminent death in the immediate family  
39 or a period equal to five (5) assigned shifts if more than six hundred (600)  
40 miles, round trip, is required to attend or arrange funeral services. The  
41 Governing Board, upon the recommendation of the Superintendent, may  
42 enlarge the benefits at its discretion.

43  
44 A maximum of three (3) days of leave without loss of pay in any one

1. (1) school year may be granted for absence due to serious illness or  
2. accident, with death imminent, of an immediate member of the family as  
3. defined above. Medical verification shall be required to substantiate  
4. imminent death leave.

5.

6. Section 11 – Union Release Time

7.

8. Association President and Vice President Release Time

9.

10. The Association President or Vice President shall be given release  
11. time, not to exceed one hundred (100) hours aggregate per fiscal year  
12. (July 1st - June 30th), in order to attend to Association business, provided  
13. that such release time is not used for furtherance of or in connection with  
14. a work stoppage or other refusal to work.

15.

16. Unit Member Release Time

17.

18. The Association President or Vice President shall have the option to  
19. use the one hundred (100) hours aggregate per fiscal year as indicated  
20. above to release members for Association business, provided that such  
21. release time is not used for furtherance of or in connection with a work  
22. stoppage or other refusal to work. Individual unit members may not use  
23. more than twenty (20) hours per fiscal year.

24.

25. The Association shall reimburse the District for District-incurred  
26. substitute employee costs in connection with unit member release time,  
27. including Association President and Vice President substitute coverage.

28.

29. Union Release Time Requests

30. The Association shall provide written notice to the District of the need for  
31. Union Release time at least three business (3) days in advance.

32. People Services shall have the option to deny any release time  
33. requests that are deemed by the District to create a hardship.

34.

35. Salary and Benefits During Association Release Time

36.

37. The District shall pay the President, Vice President and unit members  
38. the same salary and fringe benefits for release time that he or she would  
39. otherwise receive without the loss of seniority or other rights and benefits  
40. normally afforded to Association members.

41.

42.

43.

44.

1  
2  
3  
4                   **ARTICLE 10**  
5                   **COURT LEAVES OF ABSENCE**

6           The District and Association recognize that Peace Officers  
7 appointed under Penal Code §830.32 are not exempt from jury duty  
8 service. Members who receive a jury duty subpoena shall notify their  
9 immediate supervisor of the appearance date a minimum of three (3)  
10 working days prior to the date indicated on the subpoena.

11           Members who must appear in court shall be compensated their full  
12 daily salary, excluding any amount received by the court for jury duty  
13 payment, if payment is received. Within ten (10) days of receiving  
14 payment from the court, the Member shall remit to the District the amount  
15 received as jury duty payment. Members required to serve on jury duty  
16 must obtain written verification from the appropriate court indicating the  
17 date(s) that they actually served.

18           In the event that a Member is required to report for jury duty and is  
19 dismissed prior to the end of his/her normal work day, the Member need  
20 not report to work for that calendar day.

21  
22           In the event a Member, responding to a jury duty summons, is  
23 required to call the court offices to receive instructions as to whether or  
24 not to report to jury duty, the Member will report to work per his/her  
25 normal work hours and will be excused for the remainder of the work day  
26 if notified to report to jury duty at any time during the day.

27  
28           A Member shall be entitled to paid leave to appear in court as a  
29 witness, when subpoenaed, other than as a litigant or defendant, or to  
30 respond to an official order to appear from another governmental entity.

**ARTICLE 11**  
**PROBATIONARY PERIOD**

Section 1 – Newly Hired Members

Newly hired Members shall be subject to a probation period equal to twelve (12) calendar months from the 1<sup>st</sup> day that they render paid service as an employee in that classification for the District. Trainees in any classification do not begin to accrue seniority until the first day they render service as a full duty, non-trainee Member of the Association.

Section 2 – Seniority Determination

Should two (2) or more Members have the same date of hire with the District, seniority shall be determined based upon the following criteria in order of precedence:

1. Total length of service as a full-time, compensated, Peace Officer or Dispatcher, within that classification, with any California P.O.S.T. certified agency.
2. Education, defined as post-secondary units with any accredited institution of higher learning.
3. Training.

In the event that two (2) or more Members are equal after an evaluation of the above criteria, the order of seniority shall be determined by lot drawn by the Assistant Superintendent, People Services of the District, or designee. The drawing shall be done in the People Services Office and the President of the Association shall conduct the drawing with designees from the People Services Office.

People Services shall provide the Association copies of the results of the above determination.

**ARTICLE 12**  
**DRUG/ALCOHOL TESTING**

The District is a drug and alcohol free workplace. Members agree to adhere to current law and Department policy regarding drug/alcohol use and testing. Members may use prescription drugs while working, if it is a non-narcotic and does not adversely affect the Member's ability to safely discharge the duties as shown in the job description.

Regardless of any legislation, during the length of this Agreement, Members shall not engage in the use of cannabis or any other substance that can be ingested that contains Tetrahydrocannabinol (THC) whether on or off duty.

**ARTICLE 13**  
**SUSPENSION/DISCHARGE**

The District recognizes that an effort shall be made to remediate any unsatisfactory job performance displayed by Members prior to taking formal disciplinary action by management personnel. Making Members aware of employment standards, as well as the consequences for non-compliance with the standards, shall precede corrective or disciplinary steps which shall include, but not be limited to, in-service and/or hands-on training.

This recognition of progressive discipline, however, shall not preclude the District from seeking immediate dismissal of Members for serious acts of misconduct which may include, but not be limited to, theft, assault and/or battery, dishonesty, or other serious types of misconduct.

In the event that a Member is alleged to have acted in such a manner as to warrant a suspension, demotion, and/or discharge, he/she shall be furnished with a copy of the reason(s) for the action. The Association shall be notified in writing within five (5) working days whenever a Member is charged with serious misconduct that may result in the suspension, demotion or a recommendation to the Board for termination.

The procedures for Member suspension, demotion or dismissal are set forth in District's Administration Regulation 4218 and are to be complied with regarding all discipline matters. The District shall abide by the Peace Officer Bill of Rights or other codes applicable to California Peace Officers with sworn Members.

Notwithstanding any other language, rule or regulation to the contrary, whether contained within the District's Administrative Regulation 4218 or elsewhere, the Chief of School Police shall have the authority to impose disciplinary measures up to and including written reprimand. The Chief shall have the right to recommend assignment transfers and position changes not resulting in a loss of pay to People Services, who shall have the final right to impose the action. The decision of the Chief of School Police shall constitute the final decision of the District. The Chief of School Police shall not have the authority to impose disciplinary measures amounting to unpaid suspension, demotion or dismissal.

All disciplinary measures imposed shall have the right to an evidentiary appeal pursuant to applicable law, except those imposed or recommended by the Chief of School Police as outlined above.

1           Disciplinary measures beyond those imposed by the Chief of School  
2 Police shall be subject to the provisions of FUSD Administrative Regulation  
3 4218, et.al. When a Member appeals a disciplinary action subject to  
4 evidentiary appeal pursuant to applicable law within the scope of this  
5 Article and the matter is to proceed to an evidentiary hearing, the  
6 hearing shall be subject to the procedures as outlined in FUSD  
7 Administrative Regulation 4218. The District shall have the right to use a  
8 non-binding arbitrator as the hearing officer. The Association and the  
9 District shall each pay one-half (1/2) of the selected hearing officer's fees  
10 and expenses, as well as any costs associated with obtaining a list of  
11 arbitrators and/or selecting and notifying the arbitrator selected.



**ARTICLE 14**  
**GRIEVANCE PROCEDURE**

DEFINITIONS:

Grievance

A grievance is an allegation by a Member or Members that he/she/they have been adversely affected by an alleged misinterpretation, misapplication or violation of the Agreement or any other applicable statute by the District. Actions to challenge or change the policies, regulations or other matters outside of this Agreement are not within the scope of this procedure and review must be taken under separate processes.

Day

The term "day" shall constitute a regular business day.

Immediate Supervisor

Immediate supervisor is the lowest level administrator having immediate jurisdiction over the grievant.

TIME LIMITS

The time limits contained herein are considered maximum limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, the grievance shall be deemed to have been waived. In the event the District fails to meet a time limit, such failure shall automatically move the grievance to the next step of the grievance procedure.

GRIEVANCE STEPS:

Informal Level

Before filing a formal written grievance, the grievant shall attempt to resolve the alleged grievance through an informal conference with the grievant's immediate supervisor.

1   Step 1  
2

3           No later than twenty (20) days following the act or omission giving  
4 rise to the grievance or no later than twenty (20) days following the date  
5 upon which the Member reasonably should have known of the act or  
6 omission, the grievant must present such grievance in writing to the  
7 immediate supervisor.  
8

9           The written grievance shall contain a statement of the grievance,  
10 the provision(s) of the Agreement allegedly involved, and the remedy  
11 sought.  
12

13           The immediate supervisor shall communicate a written decision to  
14 the Member within ten (10) days after receiving the grievance. Such  
15 written decision shall contain an explanation of the decision rendered.  
16

17           Within the above time limits, either party may request a personal  
18 conference with the other party.  
19

20           If the grievant is not satisfied with the disposition of the grievance at  
21 this step, an appeal to the next step must be made in writing to the  
22 appropriate personnel within ten (10) days after the decision is delivered  
23 to the grievant. Failure to appeal within this time period shall serve as a  
24 waiver of all appeal rights and the decision at this step shall be final and  
25 binding.  
26

27   Step 2  
28

29           The Superintendent, or his/her designee, shall consider the  
30 grievance, render a decision within ten (10) days after receiving the  
31 grievance, communicate a decision to the grievant in writing, and  
32 provide a copy of the decision to the Association. This shall not preclude  
33 the Superintendent, or his/her designee, from meeting and discussing the  
34 results with the grievant, but doing so does not mitigate the requirement  
35 of placing the decision in writing and providing copies as stated above.  
36

37           Such written decision shall contain an explanation of the District's  
38 position regarding the grievance. Either the grievant or the  
39 Superintendent, or his/her designee, may request a personal conference  
40 to discuss the grievance within the above time limits. If the  
41 Superintendent, or his/her designee, does not respond within the above  
42 time limits, the grievance shall automatically proceed to the next step.  
43  
44

1 If the grievant is not satisfied with the disposition of the grievance at  
2 this step, an appeal to the next step must be made in writing to the  
3 appropriate personnel within ten (10) days after the decision is delivered  
4 to the grievant. Failure to appeal within this time period shall serve as a  
5 waiver of all appeal rights and the decision at this step shall be final and  
6 binding.

### 7 8 Step 3 – Mediator 9

10 If the grievant representative is not satisfied with the disposition of  
11 the grievance at Step 2, or if no written decision has been rendered within  
12 the applicable time limits, the grievant representative may, within ten (10)  
13 days after a written decision is rendered or should have been rendered,  
14 by written notice to the Superintendent, or his/her designee, elect to  
15 submit the grievance to a mediator for resolution. The parties shall use a  
16 mediator from the State Mediation and Conciliation Services (SMCS).  
17

18 If the grievant representative is not satisfied with the disposition of  
19 the grievance at this step, an appeal to the next step must be made in  
20 writing to the appropriate personnel within ten (10) working days after the  
21 mediation date. Failure to appeal within this time period shall serve as a  
22 waiver of all appeal rights and the decision at this step shall be final and  
23 binding.  
24

### 25 Step 4 - Board of Education 26

27 If the grievant is not satisfied with the disposition of the grievance at  
28 Step 3, or if no written decision has been rendered within the applicable  
29 time limits, the grievant may within ten (10) days after a written decision is  
30 rendered, or should have been rendered, by written notice to the  
31 Superintendent, elect to submit the grievance to the Board of Education  
32 for consideration.  
33

34 The Board shall consider the grievance and render a decision within  
35 ten (10) days after its first regular meeting following official receipt of the  
36 grievance. The Board may, in its sole discretion, decide to conduct an  
37 informal hearing in Closed Executive Session or to render a decision based  
38 upon a review of written documents developed in the previous Steps of  
39 the Grievance Procedure. If the grievant is not satisfied with the disposition  
40 of the grievance at this step, an appeal to the next step must be made in  
41 writing to the appropriate personnel within ten (10) days after the decision  
42 is delivered to the grievant. Failure to appeal within this time period shall  
43 serve as a waiver of all appeal rights and the decision at this step shall be  
44 final and binding.

1    Step 5 - Arbitrator

2  
3           Grievances as defined in this Article, and not resolved to the  
4 satisfaction of the Grievant at Step 3 above, may proceed to non-binding  
5 advisory arbitration at the election of the Association. Selection of the  
6 arbitrator to hear such grievance shall be either by mutual agreement of  
7 the Association and District, or through the alternative strike method from  
8 a list comprised of an odd number of arbitrators. The Association and  
9 District shall each pay one-half (1/2) of the selected arbitrator's fees and  
10 expenses, as well as any costs associated with obtaining a list of arbitrators  
11 and/or selecting and notifying the arbitrator selected.  
12

13           The arbitrator selected to hear such grievance and render findings  
14 advisory to the Board shall render such findings in a written report to the  
15 Board setting forth the issue(s), the positions of the parties, a discussion of  
16 the evidence, and the findings and/or recommendations made to the  
17 Board. Such report shall be delivered to the Board, the District, and the  
18 Association within thirty (30) days following conclusion of the hearing or  
19 submission of the grievance upon written record.  
20

21           The Board may accept, reject or modify the arbitrator's findings and  
22 recommendations. However, if the Board exercises its discretion to reject  
23 or modify the arbitrator's findings, in whole or in part, the District shall pay  
24 the entire cost of the arbitrator's fees and expenses, as well as any costs  
25 associated with obtaining a list of arbitrators and/or selecting and  
26 notifying the arbitrator selected.  
27

28           If the Association exercises its discretion to seek judicial review of  
29 the arbitrator's findings and recommendations, either in whole or in part,  
30 the Association or the Legal Defense Fund, if approved, shall pay the  
31 entire costs of the judicial proceedings.  
32

33    MISCELLANEOUS:

34  
35           A Member may be represented up to Step 1 of the Grievance  
36 Procedure by himself/herself and, at his/her option, accompanied by a  
37 representative provided by the Association. If a Member is not  
38 represented by the Association, or its representative, the Member shall  
39 give a written waiver of rights to representation to the District and a copy  
40 to the Association. The Member may then represent himself/herself and  
41 resolve the grievance directly with the District without further involvement  
42 of the Association.  
43  
44

1           The Association representative charged with the responsibility of  
2 processing a grievance or providing representation for the grievant will  
3 receive paid release time in order to execute said responsibilities.

4  
5           Prior to release from duties for grievance processing or  
6 representation, the designated representative must inform the immediate  
7 supervisor in order that substitute service may be obtained, if such is  
8 necessary. That time off shall be limited solely to one (1) designee  
9 representing grievant in a conference with a management person.

10  
11           Under no circumstances shall such time be used for investigating  
12 grievances, gathering information, interviewing witnesses or preparing a  
13 presentation. The granting of release time does not mean that the District  
14 must schedule any or all such grievance meetings during working hours.  
15 The District shall maintain separate grievance files for documents,  
16 communications, and records dealing with the processing of a grievance.

**ARTICLE 15**  
**WORKER'S COMPENSATION**

The provisions of Workers' Compensation laws are applicable to employees within the State of California. Pursuant to these provisions, an "employee" is defined as a person who is in the employment of another either by oral or written contract and lawfully or unlawfully employed.

The Member, together with his/her supervisor, shall complete and forward to the Risk Management Office Form B-28, Accident Investigation Form, as soon as practicable after an injury occurs.

The District and Members shall abide by all laws as related to Worker's Compensation.

**ARTICLE 16**  
**INDUSTRIAL ACCIDENT OR ILLNESS LEAVE**

Eligibility:

It is the legal obligation of the Governing Board to adopt rules and regulations for industrial accident or illness leave of absence for persons employed in classified positions. Governing Board policy pertaining to industrial accident or illness leave shall apply to all Members, unless otherwise required by law regarding accidental, injury, disability or death involving a Peace Officer.

The allowable leave shall be the equivalent of sixty (60) assigned shifts in any one (1) fiscal year for each accident or illness. When an industrial accident or illness leave overlaps into the next fiscal year, the classified employee shall be entitled to only the amount of unused leave due him/her for the same illness or accident. Allowable leave shall not be accumulated from year to year. Industrial accident or illness leave shall commence on the first day of absence. Such leave shall be reduced by one (1) day for each day of authorized absence, regardless of a temporary disability indemnity award.

Compensation:

Any Member who is absent because of injury or illness occurring in the course of employment and for which he/she is receiving temporary disability benefits under Workers' Compensation shall not be entitled to receive salary from the District which, when added to temporary benefits, will exceed a full day's salary. Police Officers participate in Long Term Disability Insurance that is paid for by the Member's own dues. As such, any benefits received by said insurance coverage shall not preclude the Police Officer from receiving any benefits permitted by this Agreement.

Upon termination of an industrial accident or illness leave, the Member shall be entitled to sick leave benefits provided by the District. If the Member continues to receive temporary disability indemnity, he/she may elect to take as much of his/her accumulated sick leave which, when added to his/her temporary benefits, will result in a payment to him/her of not more than his/her full salary.

When sick leave is used in conjunction with temporary disability benefits, it shall be reduced only in that amount necessary to provide a full day's salary when added to such temporary indemnity. The Member shall be notified by the District as to the extent or amount of sick leave

1 being utilized in conjunction with temporary benefits under Workers'  
2 Compensation.

3  
4 When a member utilizes sick leave in conjunction with temporary  
5 disability, he/she shall be paid the difference between disability payment  
6 and his/her regular salary. Any Member receiving benefits during periods  
7 of industrial accident or illness leave shall remain within the State of  
8 California unless the Governing Board authorizes travel outside the State.  
9

10 Any absence which is supported by a doctor's off-work order and  
11 which is verified as qualifying for Workers' Compensation which is on the  
12 District's Medical Provider Network or a predesignated physician is an  
13 absence payable under industrial illness and accident leave. For special  
14 cases that cannot be immediately verified as a bona fide Workers'  
15 Compensation claim, the payroll charge will be made to the Member's  
16 sick leave account. If the claim is subsequently approved, an adjustment  
17 will then be made restoring to the Member the sick leave previously  
18 charged from the first day of absence and a charge made in lieu thereof  
19 to industrial illness and accident leave.  
20

21 In the event medical diagnosis or other facts reveal that an injury or  
22 illness originally adjudged to be of industrial origin was not in fact such,  
23 payroll adjustments will be made to the Member's sick leave account or  
24 such other action taken as necessary to rectify payroll inequities.  
25

26 When a Member receives wage loss benefit checks under the  
27 Workers' Compensation laws in conjunction with industrial accident or  
28 illness leave, sick leave, vacation time or one hundred (100) day/half-pay  
29 shift plan benefits. The District in turn shall issue the Member appropriate  
30 warrants for payment of wages or salary and shall deduct normal  
31 retirement and other authorized contributions.  
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**ARTICLE 17**  
**CONTRACT WORK/DISTRICT RIGHTS**

The District retains its power and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the right to:

- Determine its organization;
- Direct the work of Members;
- Determine the times and hours of operation;
- Determine the kinds and levels of services to be provided and the methods and means of providing them;
- To contract with outside sources for goods and/or services;
- Determine staffing patterns;
- Determine the number and kinds of personnel required;
- Maintain the efficiency of District operations;
- Build, move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;
- Take action in the event of emergency, i.e. act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure or energy crisis; and,
- Hire, assign, transfer, terminate, and discipline for Just Cause.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the District, the adoption of policies, rules, and regulations in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, then only to the extent such specific and express terms are in conformance with the law.

Nothing in this Article will be used for the purposes of unlawful discrimination against any Member or Association; furthermore, the provisions hereof are subject to the other provisions of this Agreement.

The District retains its right to contract-out work; however, that if such contracting out results in Members being laid off, or not recalled, or in a reduction in Members' hours, the District agrees to provide notice and an opportunity to be heard by the Superintendent, or his/her designee, to the Association prior to implementation of such contracting out.

**ARTICLE 18**  
**VACANCIES/REDUCTION IN FORCE**

Vacancies

When a vacancy or anticipated vacancy in a position within the bargaining unit develops, the District shall post the vacancy or anticipated vacancy for a minimum of five (5) working days listing the position to be filled, job description, qualifications, and rate of pay.

When additional vacancies of the same classification occur within three (3) months of the original posting, the District shall have the right to utilize applications received on the most recent posting as an applicant pool. The District shall have the right to develop and utilize an eligibility list to fill positions up to twelve (12) months.

The District may simultaneously recruit for the vacancy from any other source.

Any Member who wishes to apply for a vacancy shall submit a completed application for classified employees via the District's electronic application system within the period specified in the posting.

When filling any vacant position, the District shall use the following factors when choosing the most qualified applicant:

1. Skill and ability to perform the work as demonstrated by prior experience, competence, training, and education;
2. Physical fitness; and,
3. Length of continuous service, if applicable.

When, in the judgment of the District, a junior Member or an outside applicant exceeds a senior Member in connection with any of the above factors, then the District may select the junior Member or outside applicant for the vacant position.

A promotion includes, but is not limited to, an upward movement in salary range and/or an upward change in job classification.

When filling any vacant position, the District may, after adhering to the procedures in this Article, select any Member, or any other applicant

1 who is not currently a Member of the Bargaining Unit, for the appointment  
2 to the vacant position.

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4 Reduction in Force

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6 In cases of reduction in force, date of hire with the District shall be  
7 determinative.

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9 Should two (2) or more Members have the same date of hire with  
10 the District, seniority shall be determined based upon the following criteria  
11 in order of precedence:

12  
13 1. Total length of service as a full-time, compensated, Peace  
14 Officer or Dispatcher, within that classification or comparable job, with  
15 any California P.O.S.T. certified agency.

16  
17 2. Education defined as post-secondary units with any accredited  
18 institution of higher learning.

19  
20 3. Total career training hours contained in the Member's official  
21 POST profile.

22  
23 In the event that two (2) or more Members are equal after an  
24 evaluation of the above criteria, the order of seniority shall be determined  
25 by lot drawn by the Assistant/Associate Superintendent, People  
26 Services, or his/her designee. The drawing shall be done in the People  
27 Services Office and the President of the Association shall conduct the  
28 drawing with designees from the People Services Office.

29  
30 People Services shall provide the Association copies of the results of  
31 the above determination.

32  
33 For purposes of this clause, the phrase "length of continuous service"  
34 shall mean continuing service as a sworn Peace Officer or Police  
35 Dispatcher, as covered by this Agreement, of the Fontana Unified School  
36 District from the date the Member first renders paid service to the District in  
37 probationary status. Following completion of probation, a Member's  
38 seniority will revert to the date he/she first rendered paid service in  
39 probationary status, in accordance with this Agreement.

40  
41 Length of continuous service shall be broken only by:

- 42  
43 1. Termination for Just Cause;  
44 2. Quit;

3. Retirement;
4. Lay-off for a period of two (2) or more years; or,
5. Failure to return after authorized leave of absence.

Acceptance of the definition of "length of continuous service" by the Association constitutes on its behalf of the Members in the bargaining unit a clear, specific, and unequivocal waiver of its rights and the rights of the employees it represents, and its successors, if any, including, but not limited to, Education Code § 45298 and 45308.

**ARTICLE 19**  
**UNIFORMS AND SAFETY EQUIPMENT**

Section 1 - Provisions

The District shall make reasonable provisions for the safety and health of the Members during the hours of employment and provide all necessary equipment as required by law, court decision, and Department policy in order to effectively execute the requirements of the job description of Members.

Section 2 – Equipment

In accordance with Education Code §38003 and Government Code §50081, the District shall provide newly hired sworn Members with the following required and recommended safety equipment:

1. Suitable firearm with duty holster (Member may use own firearm within Department policy).
2. Three (3) standard capacity magazines and appropriate duty magazine holder.
3. Required ammunition.
4. Sam Browne duty belt.
5. Soft armor Level IIIA vest.
6. Baton with appropriate holder.
7. Five (5) authorized duty shirts (combination of short and long sleeve as decided by Member).
8. Three (3) authorized duty pants.
9. One (1) authorized utility jacket.
10. One (1) raincoat.
11. One (1) pair of duty boots or shoes.
12. One (1) pair of handcuffs with appropriate holder.
13. One (1) taser with appropriate holder (if authorized by Department policy).
14. One (1) digital audio recorder with appropriate holder.
15. One (1) canister of Department approved O.C. spray with appropriate holder.
16. One (1) whistle with chain.
17. One (1) flashlight and appropriate holder.

The District has the right to implement the use of body cameras for Members. The date of such implementation shall be determined by the District. The Union retains the right to bargain the impact of the implementation.

1 Section 3 – Soft Armor Vest and Tactical Vest Carrier Replacement

2  
3 Effective July 1, 2020, The District agrees that sworn Members shall  
4 be provided a new Level IIIA soft armor vest every five (5) years, or  
5 whenever the vest is no longer serviceable  
6

7 Effective July 1, 2020, the District agrees that every five (5) years,  
8 sworn Members shall be provided a new custom fitted, load bearing vest  
9 carrier of quality similar to that sold by Blankenship Police Supply and at a  
10 cost not to exceed \$700 per vest carrier. The replacement of the tactical  
11 vest carrier for the Member shall occur in conjunction with their  
12 replacement cycle for the Level IIIA soft armor vest.  
13

14 Section 4 – Uniform Allowance

15  
16 An annual payment of one thousand dollars (\$1,000) shall be  
17 payable in semi-annual payments of five hundred dollars (\$500) on the  
18 January 15th and July 15th pay warrants. Sworn Members who are in their  
19 probationary year shall not be eligible for the subsequent uniform  
20 allowances until after their anniversary hire date. The Sworn Member shall  
21 receive their semi-annual uniform allowance on the next disbursement  
22 cycle, plus any months in between, to be pro-rated on a monthly basis.  
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**ARTICLE 20**  
**VEHICLE USAGE**

When a Member is required to attend training that is further than fifty (50) miles round trip from the Member's residence to the place of training, the Member shall be reimbursed for the cost of excess mileage over fifty (50) miles at the current rate per mile approved by the District.

At the discretion of the Chief of Police, the Member may use a Department vehicle in lieu of being paid mileage, or whichever would be more cost effective for the Department. In such a case, gasoline or any other vehicle related services shall be paid for by the District.

Members required to appear in court for an issue arising during the course of employment, who would otherwise not be required to work, may, at his or her discretion with the approval of the Chief of Police or Watch Commander, use a Department vehicle for transportation to and from court.

Members required to attend training or appear in court for an issue arising during the course of employment will be compensated for one (1) hour each direction to and from said training or appearance in court.