

**COLLECTIVE BARGAINING
AGREEMENT**

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

**Effective July 1, 2018
Through June 30, 2020**

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AGREEMENT

This Memorandum of Understanding (“Agreement”) is entered into by the Fontana Unified School District Board of Education (hereinafter referred to as the “District”) and the Fontana School Police Officers’ Association (hereinafter referred to as the “Association”). The terms and conditions of this Agreement shall be applicable to all employees set forth in Article 1 commencing July 1, 2018 and ending June 30, 2020.

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

The re-opener of negotiations shall be limited to:

1. Salary.
2. Benefits.
3. Two (2) additional Articles listed in this Agreement from the Association and District.

Upon expiration of this Agreement, the District and Association agree that the Agreement and all terms contained therein remain in full 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.

1
2 **ARTICLE 2**
3 **DISTRICT PERSONNEL RULES AND REGULATIONS**

4 It is understood and agreed that there exists within the District, in
5 written or unwritten form, certain personnel rules, policies, practices, and
6 benefits generally contained in the School District Policy and School
7 Police Department Policy as amended thereafter by District resolutions
8 and Memorandum of Understanding.
9

10 Those rules, policies, and benefits, which are subject to the meet
11 and confer process, will continue in effect, except for those provisions
12 modified by this Agreement, unless and until modified by mutual
13 agreement of the parties and enacted by District Policy, if necessary, in
14 accordance with State laws, orders, regulations, official instructions or
15 policies.
16

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

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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.

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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 affect no later than the 1st day of the month following eligibility.

Effective July 1, 2018, *the 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 *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 Step 7 of the *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 FSPOA 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

2
3 All FSPOA 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
8 • Advanced P.O.S.T. Certificate or Advanced Public Safety
9 Dispatcher Certificate – seven percent (7%) additional pay

10
11 Section 5 – Education Incentive

12
13 The following incentives shall apply effective July 1, 2019 for all
14 FSPOA Bargaining Unit Members. All FSPOA Members who have a B.A./B.S.
15 degree shall receive a five percent (5%) salary increase and those who
16 have an M.A./M.S. shall receive a seven percent (7%) salary increase. The
17 increase is in addition to the P.O.S.T. Incentive, Public Safety Dispatcher
18 Certificate or any other salary incentives permitted in this Agreement. The
19 institution conferring the degree must be accredited by the Western
20 Association of Schools and Colleges (W.A.S.C) or a national accrediting
21 board recognized by 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 15th 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 10th, then benefits would be
29 effective as of February 1st). Full-time members hired on or after the 16th
30 day of the month shall not receive benefits until the 1st day of the month
31 subsequent to the ensuing month. (Example: Hire date is January 20th,
32 then benefits would be effective as of March 1st).

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 6
40 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 Section 7 – Retirement Program:

2
3 The District agrees that sworn Members shall participate in the
4 Safety CalPERS 3% @ 50 System with Survivor Benefits. Non-sworn Members
5 shall participate in the standard retirement plan for all other classified
6 District employees. The District will incur only the minimum contribution
7 required by CalPERS. The Member contribution shall be paid for by the
8 Member.

9
10 Section 8 – Post Retirement Benefits

11
12 Per the Tentative Agreement entered into on January 27, 2010, all
13 new Members hired after said date are not entitled to post-employment
14 (retirement) medical, vision, dental or life insurance benefits. Members
15 hired prior to January 27, 2010 are not affected and remain eligible for the
16 benefits as outlined in this Agreement.

17
18 Effective October 1, 1978, Members who retire after thirty (30) years
19 of service in the Fontana Unified School District with the retirement at age
20 fifty (50) or greater or twenty-five (25) years of service in the Fontana
21 Unified School District with a retirement at age fifty-five (55), according to
22 District records, shall be eligible to continue participation in the District-
23 sponsored medical insurance plan until the last day of the month in which
24 the Member reaches his/her 65th birthday, provided that the Member has
25 been covered under the plan for the five (5) years immediately preceding
26 retirement. Retiree benefits shall terminate prior to age sixty-five (65) upon
27 eligibility of the Bargaining Unit Member for coverage under the plan of
28 their spouse or another employer.

29
30 Effective October 1, 1981, Members who retire after fifteen (15)
31 years of service in the Fontana Unified School District with retirement at
32 age fifty (50), according to District records, shall be eligible to participate
33 in the District-sponsored medical insurance plan for any period of five (5)
34 consecutive years between the time of retirement and the last day of the
35 month in which the Member reaches his/her 65th birthday, provided that
36 the Member has been covered under the plan for the five (5) years
37 immediately preceding retirement. The years specified must be
38 consecutive, and the period specified may not extend past the last day
39 of the month in which the bargaining unit member reaches his/her 65th
40 birthday. Five (5) years of coverage shall be the maximum entitlement.
41 Retiree benefits shall terminate prior to age sixty-five (65) or prior to usage
42 of the full entitlement upon eligibility of the Member for coverage under
43 the plan of their spouse or another employer.

1 Members who are eligible to retire effective October 1, 1986 and
2 thereafter, along with their eligible dependents, shall be eligible to
3 participate in a District-sponsored health and welfare plan, which shall
4 include medical, dental, vision, and life insurance protection. In order to
5 be deemed eligible, a Member must have fifteen (15) years of service in
6 the Fontana Unified School District with retirement at age fifty (50) or older,
7 according to District records.

8
9 Participation shall be for a maximum period of six (6) consecutive
10 years to commence at the time of retirement, provided that the Member
11 has been covered under a retirement plan for the three (3) years
12 immediately preceding retirement. With regards to life insurance,
13 coverage shall be effective only until age seventy (70). This benefit of
14 continued coverage for a surviving spouse and other eligible dependents
15 shall only apply to Members who retire and commence participation in
16 the Retirement Health Benefit Program under this Article on or after
17 October 1, 1986 and who die prior to termination of the program leaving
18 a surviving spouse.

19
20 As an option to the above retirement provision, Members who are
21 eligible for retirement effective October 1, 1988 under these provisions
22 may elect to participate in the District-sponsored medical insurance plan
23 for a period of eight (8) consecutive years to commence at the time of
24 retirement. Under these provisions, retirees would not receive dental,
25 vision, and life insurance protection. The surviving spouse of a Member
26 who dies prior to the expiration of his/her Retirement Health Benefit
27 Program under this Article shall be entitled to continued benefits for the
28 remainder of the original six- (6-) or eight- (8-)year program. For retirees
29 who selected the full Health and Welfare Plan for six (6) years, the survivor
30 benefits shall be limited to medical, dental, and vision. For retirees who
31 selected medical protection only for a period of eight (8) years, the
32 survivor benefits shall be limited to medical only. In neither case shall the
33 benefits include life insurance protection for the surviving spouse. The
34 District's maximum health and welfare benefits allowance to the retiree
35 shall be for a maximum of six (6) consecutive years and shall be equal to
36 active employee health and welfare benefits.

37
38 For married couples, both of whom are employed by the District,
39 arrangements may be made at the time of retirement for the health and
40 welfare benefits to be utilized in a consecutive manner rather than
41 concurrently. In this way, the protection to be enjoyed by married retirees
42 may be expanded to a maximum of twelve (12) years for full health and
43 welfare benefits or sixteen (16) years for medical benefits only. Under
44 these circumstances wherein Members would seek to defer the

1 engagement of benefits for a period of time not to exceed six (6) years
2 due to eligibility under these provisions, the District's responsibility to pay
3 for fringe benefits shall remain at the same dollar amount in effect at the
4 time of retirement. When benefits are subsequently engaged by the
5 Member, the retiree would be responsible to pay the difference in the
6 rates from the date of retirement to the commencement of the benefits.
7 Once the retiree's participation is commenced, the retiree's contribution
8 shall remain constant and any subsequent increases in the costs of the
9 benefit programs would be borne by the District. Members serving the
10 Fontana Unified School District with thirty-five (35) or more years of service
11 will be granted lifetime medical benefits for the employee and spouse
12 during the lifetime of the employee. Full retirement benefits shall be
13 granted to the surviving spouse of an employee who qualified for lifetime
14 benefits under this Article until said surviving spouse remarries or is eligible
15 for Medicare benefits, but under no condition longer than eight (8) years.
16 Notwithstanding the above, the retiring employee and spouse will retain
17 eligibility for the six- (6-) or eight- (8-) year benefit option selected by the
18 retiree. For purposes of the foregoing, completion of seventy-five percent
19 (75%) of the duty days within a fiscal year shall constitute completion of a
20 year of service. For the purposes of this Article only, paid status shall
21 exclude time elapsed during unpaid leaves of absence for three (3)
22 months or more and terminations of employment. Retirees shall be
23 responsible for payment of health and welfare benefit selections which
24 exceed the benefits provided herein.

25
26 The Board may, at its sole discretion, after consultation with the
27 Association, provide retiree health and welfare benefits provided herein
28 when, in its consideration, the circumstances of an individual situation
29 warrant such action. Members who are eligible to retire effective July 1,
30 1992, and thereafter, shall be eligible to participate in a District-sponsored
31 health and welfare plan, which includes medical, dental, vision, and life
32 insurance protection. In order to be deemed eligible, a Member must
33 have fifteen (15) years of service with the District with retirement at age
34 fifty (50), or older, according to District records.

35
36 Section 9 – Longevity

37
38 Effective July 1, 2014, longevity pay of eight hundred and fifty
39 dollars (\$850) shall be paid to a Member beginning with the eleventh
40 (11th) year of service with the District, with an additional eight hundred fifty
41 dollars (\$850) each four (4) years thereafter.

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The anniversary increment is to be implemented as follows:

Year 11 – 14	\$850 total payment each year
Year 15 – 18	\$1,700 total payment each year
Year 19 – 22	\$2,550 total payment each year
Year 23 – 26	\$3,400 total payment each year
Year 27 – 30	\$4,250 total payment each year

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

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2 **ARTICLE 6**
3 **NORMAL WORKING HOURS/SHIFT DIFFERENTIAL**

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

7
8 Members scheduled to attend training on a day when they are
9 scheduled to work will be required to work the full hours of the shift.
10 Reasonable travel time, determined by the Department, will be permitted
11 within the required work period. Travel time shall be based on the
12 distance from the Member's residence to the training location or the
13 length of travel to the location from which the Member must be housed
14 on or near the training site. A Member who is scheduled for training of a
15 day or longer may be placed on an alternate work schedule to
16 accommodate the hours of training in order to maintain the Member's
17 regular hours within a pay period.

18
19 Shift/school assignments and vacation priority shall be determined
20 by seniority within the job classification.

21
22 The Chief of Police may institute a regular five (5)-day, eight (8)-hour
23 work schedule or alternate compressed work schedules if, in his/her
24 opinion, it is in the best interest of the District and Department needs. Such
25 change will occur only after a fourteen- (14-) day notice is given, in
26 writing, to the Association and after meeting and consulting with the
27 Association, unless the Association expressly, in writing, agrees to waive
28 such meeting. At no time shall a Member, unless due to disciplinary
29 action, be forced to work less than one hundred sixty (160) hours every
30 four (4) weeks.

31
32 Shift Differential

33
34 Except when working a regular shift, including the day shift, swing
35 shift, and the graveyard shift, any Member required to render service
36 between the hours of 5:00 p.m. and 5:00 a.m. shall be paid an additional
37 five percent (5%) increase over their regular hourly rate, plus any other
38 stipends or increases allowed in this Agreement.

1 **ARTICLE 7**
2 **OVERTIME**

3
4 Overtime at the rate of one and one-half (1-1/2) times the regular
5 rate shall be paid after hours in excess of the Member's regularly assigned
6 shift duration, depending on the Member's assigned shift, in any one (1)
7 day or after forty (40) hours in any one (1) work week
8

9 If a five (5)-day, eight (8)-hour per shift is required, Members will
10 receive overtime pay for any hours worked beyond the eight (8) hour shift
11 or beyond forty (40) hours in the work week. All other overtime, leave of
12 absence, and holiday pay remain as stated in this Agreement.
13

14 When a Member is required to render service on a non-workday, or
15 if recalled to work on the same day where he/she has previously
16 completed a regular work assignment, depending on the assigned shift,
17 or if a Member has to perform overtime for special events such as, but not
18 limited to, training, school sporting events or other District related or
19 authorized events, then the Member shall be compensated for a
20 minimum of three (3) hours, but not for less than the actual number of
21 hours worked.
22

23 If a Member is required to remain on-call and fit for response to
24 duty, he/she will be compensated with one (1) hour of their regular hourly
25 rate for every eight (8) hours on call. If the Member is then recalled to
26 work while on-call, the period of time on duty shall be deducted from the
27 time on-call for purposes of calculating on-call compensation.
28

29 Compensatory Time
30

31 At the discretion of the District, whenever overtime is authorized,
32 Members may submit a request for credit in the form of compensatory
33 time equal to one and one-half (1-1/2) hours for each hour of overtime
34 worked in lieu of overtime pay. Members may accrue a maximum of
35 eighty (80) hours of compensatory time. Any additional time must be
36 paid in the form of cash at the Member's overtime rate.
37

38 Use of compensatory time shall be at the discretion of the Chief of
39 Police, or his/her designee, depending on Department needs. At no time
40 shall compensatory time be granted if its use is detrimental to the normal
41 operations and needs of the Department.
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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 12th (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. July 4th (Independence Day).
7. First Monday in September (Labor Day).
8. September 9th (Admissions Day).
9. November 11th (Veteran's Day).
10. Thanksgiving Day and adjacent Friday.
11. Christmas Day.
12. New Year's Day.

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

22
23 When the holiday falls on a Sunday, the following Monday shall be
24 a holiday. When the holiday falls on a Saturday, the preceding Friday
25 shall be a holiday.

26
27 Members whose regular assigned shift falls on a Board approved
28 holiday shall be paid their regular hourly wage and holiday pay equal to
29 one and one-half (1½) times their regular hourly wage [double time and
30 one-half (2½) times their regular wage].

31
32 If the Member's regularly assigned day off falls on a Board
33 approved holiday, the Member will be given an additional day off in lieu
34 of the holiday and shall be paid at their regular hourly rate. The additional
35 day off is to be within the same pay period and attached to the
36 beginning or end of their other regularly assigned days off, if possible. If
37 the Member elects to work on the regular day off which is a District
38 holiday, the Member shall be compensated as listed above at the double
39 time and one-half (2½) rate, but shall not be given an extra holiday off
40 afterwards.

41
42 Members whose regular assigned shift is partially on a Board
43 approved holiday and begins or ends on a regular work day will only be
44 paid double time and one-half (2½) for the amount of hours worked on

1 the actual holiday and will receive their regular hourly wage for the
2 remainder of the hours, or regular overtime wage, if applicable. Example
3 – An Officer whose shift begins at 10:00pm on a holiday and ends at
4 8:00am the following day would receive two (2) hours of holiday pay and
5 eight (8) hours of regular hourly pay or regular overtime pay, whichever
6 applies.

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4 **ARTICLE 9**
5 **LEAVE OF ABSENCE**

6 Section 1 – Sick Leave

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

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

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

27
28 Credit for sick leave need not be accrued prior to taking such leave
29 by the Member and such leave of absence may be taken at any time
30 during the year. If the Member does not take the full amount of leave
31 allowed in any year, the amount not taken shall be accumulated from
32 year to year with no cap.

33
34 However, a new Member shall not be eligible to take more than six
35 (6) days or the proportionate amount to which he/she may be entitled,
36 until the first (1st) day of the calendar month after completion of six (6)
37 months of active service with the District.

38
39 A Member shall once a year be credited with a total of one
40 hundred (100) working days of paid extended sick leave in addition to sick
41 leave to which he/she is entitled under paragraphs 2 and 3 listed above.
42 Such days of extended sick leave, in addition to those required by
43 paragraphs 2 and 3 listed above, shall be compensated at fifty percent
44 (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 15th 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 11th 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 The District reserves the right to issue a one-time payout of the
11 excess vacation for members who, effective July 1, 2017, have accrued
12 unused vacation which exceeds the vacation maximum amount.
13 Members qualifying for a payout under this provision will be subject to all
14 provisions of this Article, including but not limited to the vacation
15 maximum carry over amount. This paragraph will sunset on September 1,
16 2017.

17 18 Vacation Cash-Out

19
20 Based on their annual accrual, members may elect to "cash-out"
21 up to forty (40) hours of unused, accrued vacation to be paid in the form
22 of salary at the unit member's regular rate of pay. Requests for salary in
23 lieu of unused, accrued vacation shall be submitted by the member to
24 the Payroll Department no earlier than June 1 and no later than June 30.

25
26 Upon resignation, termination or retirement, all remaining vacation
27 hours shall be paid at the Member's current rate of pay, including any
28 and all incentives.

29 30 Section 4 – Personal Necessity Leave

31
32 During each fiscal year, each Member shall be entitled to utilize a
33 period of time equivalent to eight (8) days or sixty-four (64) hours for
34 personal necessity. Members who work less than eight (8) hours per day
35 shall have the leave privilege prorated for hours of service.

36
37 Personal Necessity Leave shall not be used merely for an extension
38 of a holiday, vacation or convenience. Such leave time used shall be
39 deducted from the Member's accumulated sick leave.

40
41 Personal Necessity may only be used for the following reasons, one
42 of which the Member shall indicate on the Leave Document (form D-28.3)
43 as the reason for requesting such leave:
44

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

3
4 2. Accident involving his/her person or property or the person or
5 property of an employee of his/her immediately family, which requires
6 immediate attention.

7
8 3. Appearance in court before any government, regulatory or
9 administrative tribunal as a litigant, party or witness under proper
10 subpoena or any order to appear.

11
12 4. Items of an emergency nature, involving circumstances which
13 could not be anticipated and/or which involve extenuating
14 circumstances and which are not based on personal convenience and
15 which prevent the employee from performing his/her normal duties.

16
17 Approval must be requested and cannot be denied if the request
18 meets any one of the definitions of personal necessity as listed above and
19 if the request is submitted a minimum of two (2) working days prior to the
20 date requested, unless an exigency exists. In the event that a Member
21 fails to provide two (2) working days' advance notice of a personal
22 necessity leave request, the circumstances preventing the submission of
23 such request in a timely manner shall be explained in writing to the
24 supervisor who shall have the discretion to deny the request

25
26 Abuse or misuse of personal necessity leave shall be subject the
27 Member to appropriate disciplinary action.

28
29 Section 5 – Parental Leave

30
31 In cases of pregnancy, the Member may request a leave of
32 absence without pay for a period not to exceed one (1) fiscal year. At
33 the end of the leave, the Member shall be reemployed in a comparable
34 position and, when possible, the same position, provided that the position
35 is not greater than that which the Member would have enjoyed if he/she
36 were not on leave.

37
38 Health and welfare benefits shall not be provided during parental
39 leave unless paid for by the Member. During such a leave, a Member
40 shall maintain, but not add to, accumulated sick leave or other employee
41 benefits, including seniority.

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

1 Sick leave may not be used for postpartum care of the infant or for child
2 care.

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

11
12 The terms of this Article shall not abrogate or abridge the rights of
13 the Member under the Family Medical Leave Act.

14
15 Section 6 – Personal Leave

16
17 A personal leave of absence without pay for not more than thirty
18 (30) working days may be granted administratively to transact urgent
19 personal business. The approval or rejections thereof shall be determined
20 on the basis of the position the Member holds inasmuch as certain
21 positions do not lend themselves to temporary replacements due to the
22 technical nature or level of responsibility of the assignment.

23
24 The approval and duration of such leaves shall be left to the
25 discretion of the Superintendent and, if approved, the Member shall
26 return to same or like position. Leaves of absence in excess of thirty (30)
27 working days are subject to ratification by the Governing Board in
28 accordance with the provisions of this Article.

29
30 Personal leave shall not be awarded for the purpose of
31 investigating or accepting employment opportunities elsewhere.

32
33 Section 7 – Public Office Leave

34
35 Every permanent Member who is elected to public office shall be
36 granted an unpaid leave of absence from his/her duties as an employee
37 of the District, upon request, for the term of office. Such absence shall not
38 affect the classification of the Member or any rights under this Agreement.

39
40 No remuneration shall be awarded by the District for such public
41 office duties. However, during the term of such absence, the permanent
42 Member may be employed by the District to render service in less than
43 full-time capacity for such compensation and conditions as may be
44 mutually agreed upon.

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

6
7 A substitute employed to replace the permanent Member on
8 public office leave shall not have any right to such position following the
9 return of the Member to his/her assignment.

10
11 Section 8 – Military Leave

12
13 Members on military leave shall be entitled to all rights as provided
14 by State and Federal Law.

15
16 Section 9 – Immediate Family Member Defined

17
18 Father, mother, sister, brother, daughter, son, wife, husband, legal
19 California state registered domestic partner, grandfather, grandmother,
20 father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law,
21 son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter,
22 grandmother or grandfather of spouse or any relative living in the
23 Member’s immediate household.

24
25 Section 10 – Bereavement and Imminent Death Leave

26
27 Members shall be granted a leave of absence with pay and all
28 entitled benefits and privileges for a period equal to three (3) assigned
29 shifts (work days) due to death or imminent death in the immediate family
30 or a period equal to five (5) assigned shifts if more than six hundred (600)
31 miles, round trip, is required to attend or arrange funeral services. The
32 Governing Board, upon the recommendation of the Superintendent, may
33 enlarge the benefits at its discretion.

34
35 A maximum of three (3) days of leave without loss of pay in any one
36 (1) school year may be granted for absence due to serious illness or
37 accident, with death imminent, of an immediate member of the family as
38 defined above. Medical verification shall be required to substantiate
39 imminent death leave.

1 Section 11 – Union Release Time

2
3 Association President and Vice President Release Time

4
5 The Association President or Vice President shall be given release
6 time, not to exceed one hundred (100) hours aggregate per fiscal year
7 (July 1st - June 30th), in order to attend to Association business, provided
8 that such release time is not used for furtherance of or in connection with
9 a work stoppage or other refusal to work.

10
11 Unit Member Release Time

12
13 The Association President or Vice President shall have the option to
14 use the one hundred (100) hours aggregate per fiscal year as indicated
15 above to release members for Association business, provided that such
16 release time is not used for furtherance of or in connection with a work
17 stoppage or other refusal to work. Individual unit members may not use
18 more than twenty (20) hours per fiscal year.

19
20 The Association shall reimburse the District for District-incurred
21 substitute employee costs in connection with unit member release time,
22 including Association President and Vice President substitute coverage.

23
24 Union Release Time Requests

25
26 The Association shall provide written notice to the District of the
27 need for Union Release time at least three business (3) days in advance.
28 Human Resources shall have the option to deny any release time requests
29 that are deemed by the District to create a hardship.

30
31 Salary and Benefits During Association Release Time

32
33 The District shall pay the President, Vice President and unit members
34 the same salary and fringe benefits for release time that he or she would
35 otherwise receive without the loss of seniority or other rights and benefits
36 normally afforded to Association members.

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ARTICLE 10
COURT LEAVES OF ABSENCE

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

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

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

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

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

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4 **ARTICLE 11**
5 **PROBATIONARY PERIOD**

6 Section 1 – Newly Hired Members

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

12 Section 2 – Seniority Determination

13
14 Should two (2) or more Members have the same date of hire with
15 the District, seniority shall be determined based upon the following criteria
16 in order of precedence:

- 17
18 1. Total length of service as a full-time, compensated, Peace
19 Officer or Dispatcher, within that classification, with any
20 California P.O.S.T. certified agency.
21
22 2. Education, defined as post-secondary units with any accredited
23 institution of higher learning.
24
25 3. Training.

26
27 In the event that two (2) or more Members are equal after an
28 evaluation of the above criteria, the order of seniority shall be determined
29 by lot drawn by the Assistant Superintendent, Human Resources of the
30 District, or designee. The drawing shall be done in the Human Resources
31 Office and the President of the Association shall conduct the drawing with
32 designees from the Human Resources Office.

33
34 Human Resources shall provide the Association copies of the results
35 of the above determination.
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ARTICLE 12
DRUG/ALCOHOL TESTING

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4 The District is a drug and alcohol free workplace. Members agree
5 to adhere to current law and Department policy regarding drug/alcohol
6 use and testing. Members may use prescription drugs while working, if it is
7 a non-narcotic and does not adversely affect the Member's ability to
8 safely discharge the duties as shown in the job description.
9

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

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4 **ARTICLE 14**
5 **GRIEVANCE PROCEDURE**

6 DEFINITIONS:

7 Grievance

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

15 Day

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

17 Immediate Supervisor

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

20 TIME LIMITS

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

27 GRIEVANCE STEPS:

28 Informal Level

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

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.

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.

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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.

1
2 **ARTICLE 16**
3 **INDUSTRIAL ACCIDENT OR ILLNESS LEAVE**

4 Eligibility:
5

6 It is the legal obligation of the Governing Board to adopt rules and
7 regulations for industrial accident or illness leave of absence for persons
8 employed in classified positions. Governing Board policy pertaining to
9 industrial accident or illness leave shall apply to all Members, unless
10 otherwise required by law regarding accidental, injury, disability or death
11 involving a Peace Officer.
12

13 The allowable leave shall be the equivalent of sixty (60) assigned
14 shifts in any one (1) fiscal year for each accident or illness. When an
15 industrial accident or illness leave overlaps into the next fiscal year, the
16 classified employee shall be entitled to only the amount of unused leave
17 due him/her for the same illness or accident. Allowable leave shall not be
18 accumulated from year to year. Industrial accident or illness leave shall
19 commence on the first day of absence. Such leave shall be reduced by
20 one (1) day for each day of authorized absence, regardless of a
21 temporary disability indemnity award.
22

23 Compensation:
24

25 Any Member who is absent because of injury or illness occurring in
26 the course of employment and for which he/she is receiving temporary
27 disability benefits under Workers' Compensation shall not be entitled to
28 receive salary from the District which, when added to temporary benefits,
29 will exceed a full day's salary. Police Officers participate in Long Term
30 Disability Insurance that is paid for by the Member's own dues. As such,
31 any benefits received by said insurance coverage shall not preclude the
32 Police Officer from receiving any benefits permitted by this Agreement.
33

34 Upon termination of an industrial accident or illness leave, the
35 Member shall be entitled to sick leave benefits provided by the District. If
36 the Member continues to receive temporary disability indemnity, he/she
37 may elect to take as much of his/her accumulated sick leave which,
38 when added to his/her temporary benefits, will result in a payment to
39 him/her of not more than his/her full salary.
40

41 When sick leave is used in conjunction with temporary disability
42 benefits, it shall be reduced only in that amount necessary to provide a
43 full day's salary when added to such temporary indemnity. The Member
44 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.

1
2 **ARTICLE 18**
3 **VACANCIES/REDUCTION IN FORCE**

4
5 Vacancies
6

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

11
12 When additional vacancies of the same classification occur within
13 three (3) months of the original posting, the District shall have the right to
14 utilize applications received on the most recent posting as an applicant
15 pool. The District shall have the right to develop and utilize an eligibility list
16 to fill positions up to twelve (12) months.

17
18 The District may simultaneously recruit for the vacancy from any
19 other source.

20
21 Any Member who wishes to apply for a vacancy shall submit a
22 completed application for classified employees via the District's
23 electronic application system within the period specified in the posting.

24
25 When filling any vacant position, the District shall use the following
26 factors when choosing the most qualified applicant:

- 27
28 1. Skill and ability to perform the work as demonstrated by prior
29 experience, competence, training, and education;
30
31 2. Physical fitness; and,
32
33 3. Length of continuous service, if applicable.

34
35 When, in the judgment of the District, a junior Member or an outside
36 applicant exceeds a senior Member in connection with any of the above
37 factors, then the District may select the junior Member or outside
38 applicant for the vacant position.

39
40 A promotion includes, but is not limited to, an upward movement in
41 salary range and/or an upward change in job classification.

42
43 When filling any vacant position, the District may, after adhering to
44 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.

3
4 Reduction in Force
5

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

8
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, Human
26 Resources, or his/her designee. The drawing shall be done in the Human
27 Resources Office and the President of the Association shall conduct the
28 drawing with designees from the Human Resources Office.

29
30 Human Resources shall provide the Association copies of the results
31 of 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;

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

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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.

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2
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4 **ARTICLE 19**
5 **UNIFORMS AND SAFETY EQUIPMENT**

6 Section 1 - Provisions

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

12 Section 2 – Equipment

13
14 In accordance with Education Code §38003 and Government
15 Code §50081, the District shall provide newly hired sworn Members with
16 the following required and recommended safety equipment:

- 17
18 1. Suitable firearm with duty holster (Member may use own firearm
19 within Department policy).
- 20 2. Three (3) standard capacity magazines and appropriate duty
21 magazine holder.
- 22 3. Required ammunition.
- 23 4. Sam Browne duty belt.
- 24 5. Soft armor vest, level II or IIIA, at Member's option.
- 25 6. Baton with appropriate holder.
- 26 7. Five (5) authorized duty shirts (combination of short and long
27 sleeve as decided by Member).
- 28 8. Three (3) authorized duty pants.
- 29 9. One (1) authorized utility jacket.
- 30 10. One (1) raincoat.
- 31 11. One (1) pair of duty boots or shoes.
- 32 12. One (1) pair of handcuffs with appropriate holder.
- 33 13. One (1) taser with appropriate holder (if authorized by
34 Department policy).
- 35 14. One (1) tape audio recorder with appropriate holder.
- 36 15. One (1) canister of Department approved O.C. spray with
37 appropriate holder.
- 38 16. One (1) whistle with chain.
- 39 17. One (1) flashlight and appropriate holder.
- 40

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

1 Section 3 – Soft Armor Vest Replacement

2
3 The District agrees that sworn Members shall be provided a new soft
4 armor vest every five (5) years, or whenever the vest is no longer
5 serviceable.

6
7 Section 4 – Uniform Allowance

8
9 An annual payment of one thousand dollars (\$1,000) shall be
10 payable in semi-annual payments of five hundred dollars (\$500) on the
11 January 15th and July 15th pay warrants. Sworn Members who are in their
12 probationary year shall not be eligible for the subsequent uniform
13 allowances until after their anniversary hire date. The Sworn Member shall
14 receive their semi-annual uniform allowance on the next disbursement
15 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.

**COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE FONTANA UNIFIED SCHOOL DISTRICT AND THE FONTANA SCHOOL POLICE OFFICERS' ASSOCIATION
EFFECTIVE JULY 1, 2018 THROUGH JUNE 30, 2020**

APPROVED AND SIGNED BY THE BOARD OF EDUCATION AT THE JUNE 5, 2019 BOARD MEETING.

**BOARD OF EDUCATION
FONTANA UNIFIED SCHOOL DISTRICT**



Jason O'Brien
President




Marcelino "Mars" Serna
Vice President



Mary Sandoval
Board Member

Peter Garcia
Board Member



Adam Perez
Board Member

MOTION PASSED WITH 4 AYES; 1 ABSENT.

FONTANA SCHOOL POLICE OFFICER'S ASSOCIATION



Andres Garcia
President



Louje Flores
Vice President