

# **COLLECTIVE BARGAINING AGREEMENT**

**By and Between  
The Fontana Unified School District  
and  
The United Steelworkers  
On Behalf Of  
Local Union 8599**

**EFFECTIVE JULY 1, 2016  
THROUGH JUNE 30, 2020**

FONTANA UNIFIED SCHOOL DISTRICT  
9680 Citrus Avenue  
Fontana, California

BOARD OF EDUCATION

Jason O'Brien, President

Marcelino "Mars" Serna, Vice President

Mary Sandoval, Board Member

Peter Garcia, Board Member

Adam Perez, Board Member

SUPERINTENDENT

Randal S. Bassett

COLLECTIVE BARGAINING AGREEMENT

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The Fontana Unified School District

and

The United Steelworkers  
On Behalf Of Local Union 8599

Joseph Bremgartner  
Tika Davé-Harris  
Chief Negotiators  
FUSD

Marly Sandoval-Henderson  
International Representative  
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President, USW Local 8599

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1 ARTICLE 1

2 AGREEMENT

3 This Agreement is entered into by and between the Fontana Unified School  
4 District (hereinafter referred to as "District") and the United Steelworkers Local 8599,  
5 hereinafter referred to as "Union" and "USW" [also known as the United Steel, Paper  
6 and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers  
7 International Union for itself and on behalf of USW Local 8599, which are member  
8 unions of the national trade union center, American Federation of Labor and Congress  
9 of Industrial Organizations (AFL-CIO) and Canadian Labor Council (CLC)].

10 It is hereby agreed that the 2016-2020 Agreement between the parties shall be  
11 maintained in full force and effect except as modified in the following articles.

12 This agreement shall remain in full force and effect beyond the stated expiration  
13 date from day to day until such time as a new or modified agreement is ratified by both  
14 parties.

15 This constitutes the full, final, and complete Agreement between the Fontana  
16 Unified School District Board of Education and the United Steelworkers on behalf of  
17 Local Union 8599.

1 ARTICLE 2

2 RECOGNITION

3 The District hereby recognizes the Union as the exclusive representative for  
4 employees in the Classified Bargaining Unit, as well as School Site Aide positions.

5 The Classified Bargaining Unit is comprised of all regularly assigned full-time,  
6 probationary, and permanent classified employees, and all regularly assigned part-time,  
7 probationary, and permanent classified employees occupying positions scheduled for  
8 eight (8) hours a week or more.

9 All classified positions not included in the foregoing are excluded, including but  
10 not limited to:

11 Substitute Employees

12 Student Employees

13 POA Employees

14 Classified Management positions

15 Management Team positions shall include such other Management Supervisory and  
16 Confidential positions as may be designated from time to time by the Fontana Unified  
17 School District Board of Education.

18 Disputes which may arise in the designation of new positions as Management,  
19 Supervisory or Confidential shall be referred to the Public Employee Relations Board  
20 (PERB) rules and shall not be subject to Article 16, Grievance Procedure.

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ARTICLE 3

USE OF GENDER AND TERMS

Any use of gender in this Agreement, including Job Titles and Descriptions, shall be interpreted as referring to either male or female as applicable and shall not be intended to be limited on the basis of sex.

The terms "employee," "employees," and "unit member" shall be synonymous with Classified Bargaining Unit Member.

ARTICLE 4

NON-DISCRIMINATION

The District and Union agree that there shall be no retaliation or discrimination on account of race, ethnicity, national origin, color, religion, creed, age, gender, sexual orientation, genetic information, marital status, pregnancy, mental and/or physical disability, medical condition, or membership in an employee organization or participation in lawful activities of an employee organization, or refusing to participate in the activities of an employee organization, or on the basis of any other legally protected classification as defined by applicable state or federal laws.

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ARTICLE 5

SAVINGS CLAUSE

If any Article, section, paragraph, clause, or phrase of this Agreement shall by any State, Federal, or local statute, or by decision of any Court of competent jurisdiction, be declared or held illegal, void or unenforceable, the remainder of this Agreement shall continue to be valid and in full force and effect.

1 ARTICLE 6

2 DISTRICT RIGHTS

3 It is understood and agreed that the District retains all of its powers and authority  
4 to direct, manage and control to the full extent of the law. Included in, but not limited to,  
5 those duties and powers of the District are the right to:

6 Determine its organization; direct the work of its Classified Bargaining Unit  
7 Members; determine the times and hours of operation; determine the types and levels  
8 of services to be provided and the methods and means of providing them; determine  
9 staffing; determine the number and classification of personnel required; maintain the  
10 efficiency of District operations; build, move or modify facilities; establish budget  
11 procedures and determine budgetary allocations; determine the methods of raising  
12 revenue; take action in the event of emergency, (i.e., act of God, natural disaster, act of  
13 war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire,  
14 epidemic, plague, power failure or energy crisis); hire, assign, transfer, terminate, and  
15 discipline for just cause Classified Bargaining Unit Members.

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

20 Nothing in this Article will be used for the purposes of unlawful acts, including but  
21 not limited to retaliation or discrimination against any employee or Union; furthermore,  
22 the provisions hereof are subject to the other provisions of this Agreement.

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ARTICLE 7

CONTRACT WORK

During the term of this Agreement, the District retains its right to contract-out work; provided, however, that such contracting-out shall not cause Classified Bargaining Unit Members to be laid-off, not be recalled, or reduced in hours of employment.

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1 ARTICLE 8

2 NON-UNIT EMPLOYEES

3 The District agrees that supervisors or non-unit employees shall not be used at  
4 any time to displace Classified Bargaining Unit Members, except: in case of emergency  
5 as determined by the District, when Classified Bargaining Unit Members are unavailable  
6 for work assignments; declined the work assignment; or for purposes of training; nor  
7 shall this clause be used to require the District to assign overtime.

8 SUPERVISORS

9 The District agrees that supervisors shall not perform Classified Bargaining Unit  
10 work, except for the purposes of training; when Classified Bargaining Unit Members are  
11 unavailable for assignments; have declined to accept the work assignment; or in cases  
12 of emergency as determined by the District. This clause shall not be used to require the  
13 District to assign overtime.

14 NON-UNIT EMPLOYEES (SUBSTITUTES)

15 Non-unit employees shall not be used at any time to displace Classified  
16 Bargaining Unit Members, or be used by the District in lieu of permanently filling a  
17 vacant position except when Classified Bargaining Unit Members have declined the  
18 work assignment, in emergencies as determined by the District, or when Classified  
19 Bargaining Unit Members are not available to perform the work assignments.

20 The District may employ substitute employees to work in place of Classified  
21 Bargaining Unit Members who are temporarily absent from their job assignments;  
22 pursuant to Education Code §45103 and this Agreement, substitute employees may be  
23 employed by the District as soon as a position is vacant and the term of such  
24 employment shall be for up to one hundred and five (105) calendar days after the

1 District has posted the job vacancy filled by the substitute employee.

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ARTICLE 9

PROMOTIONS OUT OF THE BARGAINING UNIT

An employee who transfers or promotes into a non-Classified Bargaining Unit position within the District will continue to accumulate seniority. A Classified Bargaining Unit Member who leaves the Classified Bargaining Unit and fails to complete probationary service for the non-Classified Bargaining Unit position shall be returned to the same Classified Bargaining Unit job classification which he or she previously occupied pursuant to Education Code §45113.

Such returning employee shall not displace an existing Classified Bargaining Unit Member, except in cases of a reduction in force where Article 47 is controlling.



1 ARTICLE 10

2 JOB VACANCIES

3 When a vacancy or anticipated vacancy occurs, the District shall post, without  
4 undue delay, the vacancy or anticipated vacancy for a minimum of five (5) working  
5 days. The posting shall list the position to be filled, job description, minimum  
6 qualifications, and rate of pay. If the District anticipates making a vacancy available to  
7 the general public (posting open to the public), then the District will give notice to the  
8 Union prior to posting said vacancy. In situations where the District determines that a  
9 delay in posting a vacancy will occur, the District will provide notification to the USW  
10 President.

11 When additional vacancies of the same classification occur within three (3)  
12 months of the original posting, the District shall have the right to utilize applications  
13 received on the most recent posting as an applicant pool. Any current employee who  
14 has not elected to apply for the original posting shall be provided an additional five (5)  
15 day period to submit an application for such additional vacancies.

16 The posting shall be at all locations within the District where Classified  
17 Bargaining Unit Members work.

18 Any Classified Bargaining Unit Member who wishes to apply for a vacancy shall  
19 submit an application via the District's electronic application system within the period  
20 specified in the posting.

21 Classified Bargaining Unit Members who wish to be notified of vacancies via  
22 email must submit a request to be added to the Interest Notification List using the online  
23 application system. Interest Notification Requests may be submitted at any time and  
24 will remain on file for the current school year (July 1 – June 30) only. As classified

1 vacancies occur, Classified Bargaining Unit Members with an Interest Notification  
2 Request on file will receive an email stating the position to be filled and the specified  
3 posting period.

4 VACANCIES:

5 When filling any vacant Classified Bargaining Unit position, the District shall use  
6 the following factors to determine the most qualified applicant:

- 7 1. Skill and ability to perform the work as demonstrated by prior successful  
8 experience and competence;
- 9 2. Physical fitness as it relates to the job applied for; and,
- 10 3. Length of continuous service with the District.

11 The District shall, in evaluating criterion 1 above, review the employee's current  
12 job performance and history of discipline within the past twelve (12) months. The  
13 employee shall have prior notification of the areas of performance concern.

14 When a junior employee or an outside applicant exceeds a senior employee with  
15 respect to factors 1 and 2 above, the District may, in its discretion, select the junior  
16 employee or outside applicant for the vacant position. When candidates are equally  
17 qualified under factors 1 and 2 above, factor 3 (length of continuous service with the  
18 District) shall be controlling.

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

21 TRANSFERS:

22 A transfer is defined as a lateral movement from one job classification on the  
23 classified salary schedule to the same job classification in the same or another District  
24 office, site, or department. Classified Bargaining Unit Members who request such

1 transfer must submit an application via the District's electronic application system.  
2 Transfers are subject to the same selection process as promotions.

3 When filling vacant Classified Bargaining Unit position(s), the District may, after  
4 complying with this Article, select any Classified Bargaining Unit Member or non-  
5 Classified Bargaining Unit applicant for the vacant position, except in cases of  
6 Reduction in Force.

#### 7 MUTUAL OCCUPATIONAL VOLUNTARY EXCHANGE (M.O.V.E.) PROGRAM

8 Classified Bargaining Unit Members may request to exchange assignments with  
9 a colleague, provided both employees are in equal positions, hours and work year.

10 Any request to exchange assignments under this provision is subject to the  
11 following:

- 12 1. Both affected employees agree to the transfer to the new sites;
- 13 2. Both Site/Department Administrators agree to accept the transfer; and
- 14 3. Both the Union and District agree to the transfer.

15 If all of the above conditions are met, then the employees will be transferred  
16 accordingly. This provision shall not apply if the employee has a reduction in work  
17 year/hours and would gain in year/hours as a result of this provision. Qualified  
18 employees who wish to transfer under the terms of this provision shall make the request  
19 to the Union who will facilitate the request by acting as the intermediary between the  
20 employees. The Union will then make the request to the District.

21 Employees and the Union agree that once they sign the request or agreement to  
22 transfer, they shall waive any and all rights to grieve or seek other forms of redress for  
23 any incidental occurrences arising out of the request or denial thereof. Employees  
24 understand approval for the request by each party above is discretionary and denials

1 are neither subject to appeal or review.

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1 ARTICLE 11

2 NEW OR CHANGED JOB CLASSIFICATION

3 The Joint Union and Management Reclassification Committee shall promptly  
4 review such new or changed job descriptions to determine if the job description and  
5 range accurately reflect the scope of the job as currently performed and/or as proposed.

6 The Joint Union and Management Reclassification Committee shall develop processes  
7 and procedures regarding description and classification changes by mutual agreement.

8 The Joint Union and Management Reclassification Committee shall be  
9 composed of at least three (3) representatives from each side, not to exceed four (4)  
10 members from each side. The members shall be appointed by each side at their  
11 discretion. The minimum number of members necessary to conduct the business of the  
12 Committee is two (2) members from each representative side.

13 Each member shall become fully trained and experienced in the use of the  
14 Modified Hays Evaluation Method (as adopted by the Board of Education), and the  
15 Reclassification Committee's procedures and process. New members shall be trained  
16 by the other committee members before participating.

17 It shall be the goal of the Union and the District to participate in yearly  
18 reclassification training sessions.

19 The job description and classification for each position as of the date of this  
20 Agreement shall continue in full effect unless:

21 1. The District changes the job content (requirements of the job as to knowledge,  
22 skills, mental effort, responsibility and working conditions); or

23 2. The description and classification are changed by mutual agreement of the  
24 Joint Union and Management Reclassification Committee.

1 NEW/CHANGED JOB DESCRIPTION

2           When and if, from time to time, the District, at its discretion, establishes a new job  
3 or changes the job content (requirements of the job as to the knowledge, skills, mental  
4 effort, responsibility and working conditions) of an existing job, a new job description  
5 and classification for the new or changed job shall be established in accordance with  
6 the following procedure:

7           1.     The proposed description will be developed and submitted to the Joint  
8 Union and Management Reclassification Committee.

9           2.     In order to expedite a new job position, a Joint Union and Management  
10 Reclassification Subcommittee may be established and utilized to finalize classification  
11 on each new job. The Joint Union and Management Subcommittee shall be composed  
12 of not less than one (1) committee member from each side, who shall be members of  
13 the Joint Union and Management Reclassification Committee. The Director, Classified  
14 Human Resources and Union President may serve as additional members of the  
15 Reclassification Subcommittee regardless of whether they are members of The Joint  
16 Union and Management Reclassification Committee.

17           The Joint Union and Management Reclassification Subcommittee may also  
18 expedite job description changes when related to safety or conformance with law.

19           3.     If the Joint Union and Management Reclassification Committee agrees on  
20 the new or changed job description and the assigned salary range, the job description  
21 shall then be forwarded to the Board of Education for approval and implementation.

22           4.     If a Classified Bargaining Unit Member assigned to work in that job description  
23 does not agree with the Reclassification Committee decision, the Classified Bargaining  
24 Unit Member's sole remedy shall be one (1) appeal to the full Committee, which shall

1 promptly meet with the Classified Bargaining Unit Member to review the matter and to  
2 render a final decision. The decision of the Committee in this situation shall be final and  
3 shall not be subject to the grievance process.

4 5. If the Joint Union and Management Reclassification Committee is unable to  
5 agree upon the proposed new or changed description, the District may install the new or  
6 changed job description and classification. The Classified Bargaining Unit Member or  
7 employees assigned to work under that job description may, at any time within twenty  
8 (20) days from the date of installation, file a grievance with the District. Such grievance  
9 shall be limited in scope to address the propriety of the salary rate assigned to the  
10 revised job. The Union and District agree grievances under this section shall begin at  
11 Step II and bypass Step I.

12 6. Any adjustment in the pay rate will be effective as of the date the  
13 Committee approves the change or changes to the job, pending Board Approval. If  
14 more than 12 months have passed from the date that the Position Reclassification  
15 Questionnaire was received in Human Resources to the date the Reclassification  
16 Committee first convenes to hear the reclassification request, the Committee, by  
17 consensus may, based on information in the original questionnaire, set the effective  
18 date of the applicable adjustment in pay rate retroactively to three (3) months prior to  
19 the Committee's approval of the reclassification request. The effective date of the  
20 applicable adjustment in pay rate is contingent upon Board Approval.

#### 21 SUBMISSION OF RECLASSIFICATION QUESTIONNAIRE

22 All parts of the form shall be completed and submitted to the USW Local 8599,  
23 who will forward a copy to the District. Incomplete request forms shall not be  
24 considered by the Joint Union and Management Reclassification Committee. The

1 member shall be notified that the form is incomplete and given the chance to resubmit  
2 the request.

3 The Reclassification Committee shall then meet with the affected Classified  
4 Bargaining Unit Member and render a final decision pursuant to the procedures outlined  
5 above.

6 Classified Bargaining Unit Members shall not be allowed to resubmit a request  
7 for reclassification of the same position for a period of twelve (12) calendar months from  
8 the completion of the initial analysis and appeal process as provided above, unless a  
9 significant change has occurred in the job description or duties of the Classified  
10 Bargaining Unit Member.

11 No change in job classification and/or description may be requested if Classified  
12 Bargaining Unit Members are assuming duties and/or responsibilities on their own.  
13 However, if the District, on a recurring basis, directs such new assignments or changes  
14 in the job content, or if a Classified Bargaining Unit Member alleges that his or her  
15 current job description does not accurately reflect duties currently being performed by  
16 the Classified Bargaining Unit Member, or that he or she is performing duties outside of  
17 his or her current job description, a Classified Bargaining Unit Member assigned to work  
18 in that job classification may request a change in that job classification and/or job  
19 description and/or reclassification to the appropriate classification by submitting such a  
20 request to the Joint Union and Management Reclassification Committee on the  
21 appropriate District-approved "Position Reclassification Questionnaire" form.

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FONTANA UNIFIED SCHOOL DISTRICT – UNITED STEELWORKERS LOCAL 8599  
JOINT RECLASSIFICATION COMMITTEE

**POSITION RECLASSIFICATION QUESTIONNAIRE**

NAME: \_\_\_\_\_

POSITION TITLE: \_\_\_\_\_

WORK SITE: \_\_\_\_\_ PHONE NO. \_\_\_\_\_

SUPERVISOR (NAME & POSITION): \_\_\_\_\_

HOURS WORKED PER DAY: \_\_\_\_\_ MONTHS WORKED PER YEAR: \_\_\_\_\_

LENGTH OF TIME IN PRESENT POSITION: \_\_\_\_\_ YEARS \_\_\_\_\_ MONTHS

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***The questions in this questionnaire pertain directly to your current job description. You will need to obtain a current copy of your job description in order to accurately define your job duties. When you have completed the questionnaire, please forward to the United Steelworkers Local 8599 union office.***

1. List below the job duties in your job description that you **are** performing at this time. Please include what percentage of time you spend on these tasks, whether by day, week, month, year. Please limit your comments to the space provided.

2. List below the job duties in your job description that you **are not** performing at this time.

3. List below the job duties that are not in your job description that you **are** performing at this time. Please include what percentage of time you spend on these tasks, whether by day, week, month, year. **BE SPECIFIC – TASKS MUST BE LISTED IN DETAIL!** Please limit your comments to the space provided.

4. From whom do you receive your work assignments (Name & Title)?

5. By whom and how closely is your work reviewed and checked?

6. What kinds of problems do you refer to your supervisor?

7. Do you supervise or direct the work of others? \_\_\_\_\_ Yes \_\_\_\_\_ No

If Yes, to what extent do you direct or supervise (e.g. training, scheduling, selecting & hiring, evaluating, disciplining, etc.). Please list the number of employees and their position titles.

8. Does this position require the use of machines, equipment or motor vehicles? Please list them below and indicate the percentage of time used, whether by day, week, month or year.

9. Does this position require any license, certificate, registration, etc. to perform the duties?

10. How long a training period is required to perform the duties of this position satisfactorily?

11. How much experience is required to qualify for this position?

12. How much education is required to qualify for this position?

13. What outcome do you desire from this reclassification request?

14. Do you have any other comments that may assist the Reclassification Committee in evaluating your position?

*I certify that the statements made on these pages are accurate and complete.*

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

**PLEASE SUBMIT THIS COMPLETED QUESTIONNAIRE TO  
THE UNITED STEELWORKERS LOCAL 8599 UNION OFFICE.**

*Position Reclassification Questionnaire (Employee) – Page 5*

ARTICLE 12

HOURS OF WORK

NORMAL WORKDAY

The normal workday for full-time Classified Bargaining Unit Members shall be seven (7), eight (8), nine (9), or ten (10) hours of work in a twenty-four (24) hour period which shall begin with the first hour of the Classified Bargaining Unit Member's regularly assigned shift.

Nine (9)-hour and ten (10)-hour days may be instituted and/or discontinued by the District at any time if such action is to comply with applicable laws and/or policies of local, state or federal regulatory agencies. The District may also institute or discontinue modified work shifts based on the needs of the District.

The normal starting time for full-time Classified Bargaining Unit Members shall be as follows:

(Shift "A") - No earlier than 5:00 a.m. or later than 11:59 a.m.

The normal workweek will begin at 12:01 a.m. Monday and will normally consist of five (5) consecutive workdays. Classified Bargaining Unit Members electing to work Saturday and/or Sunday as part of their workweek may do so with the approval of the department supervisor.

Classified Bargaining Unit Members working an abnormal workweek which includes Saturday will be paid at their regular rate. Classified Bargaining Unit Members working on Saturday and Sunday will be paid a differential of seven and one-half percent (7-1/2%) of their current base rate of pay. The District has the right to eliminate individual and/or all weekend work.

1 SHIFT DIFFERENTIAL

2 Classified Bargaining Unit Members whose regularly assigned starting time is no  
3 earlier than 12:00 p.m. (Shift "B") shall receive an additional five percent (5%)  
4 differential based on their current base rate of pay; Classified Bargaining Unit Members  
5 whose regularly assigned starting time is no earlier than 10:00 p.m. (Shift "C") shall  
6 receive an additional seven and one-half percent (7-1/2%) differential based on their  
7 current base rate of pay.

8 Classified Bargaining Unit Members whose regular shift is twelve (12) hours per  
9 shift, between 5:00 p.m. Friday and 5:00 a.m. Monday, having a total of thirty-six (36)  
10 hours, shall be paid for forty (40) hours work and shall be considered on Shift "C".  
11 Classified Bargaining Unit Members who fall under this provision waive the differential  
12 pay outlined above.

13 This Article defines normal hours of work, and shall not be construed as  
14 guarantee of hours of work per day or of hours of work per week.

15 When necessary for the efficient conduct of business, school sites may develop  
16 minimum day schedules with flexible work hours to accommodate special needs of the  
17 District. The District will notify the Union of such changes within a reasonable time.

18 ALTERNATIVE WORKWEEK

19 The Superintendent, may, in his/her discretion, consider the implementation of  
20 alternative workweek schedules in individual departments provided the following  
21 circumstances are met:

22 1. The department does not normally render service directly to the  
23 community or school sites on a five (5) day per week basis.

24 2. Implementation of alternative workweek schedules can be predicted on

1 the basis of data to increase the productivity of the department.

2 3. Implementation of alternative workweek schedules will require annual  
3 review and approval based on productivity data.

4 The development of a specific plan for the implementation of alternative  
5 workweek schedules in a specific department shall be accomplished by a committee,  
6 which includes representation from bargaining unit employees within the department.

7 Departments shall be required to submit a specific plan for the implementation of  
8 alternative workweek schedules, which shall include specific evidence of a majority vote  
9 of all employees in the department supporting the implementation of alternative  
10 workweek schedules. The District has discretion to implement or remove alternate work  
11 schedules. In such cases, the District will provide notice to affected employees within a  
12 reasonable time.

### 13 BREAKS AND LUNCH PERIODS

14 Classified Bargaining Unit Members who work:

15 3.5 hours to less than 5.5 hours – one (1) fifteen (15) minute break

16 5.5 hours to less than 7 hours – one (1) fifteen (15) minute break and a lunch  
17 period

18 7 hours to 8 hours – two (2) fifteen (15) minute breaks and a lunch period

19 All breaks shall be taken as close to the middle of the shift assignment as  
20 practicable.

21 [Unpaid lunch breaks shall be no less than one-half ( $\frac{1}{2}$ ) hour and no longer than  
22 one (1) hour. All scheduled breaks and lunch periods must be pre-approved by the  
23 department supervisor before implementation.)

24



1 LONG-TERM SUBSTITUTE ASSIGNMENTS

2           Once a substitute is in a long-term assignment, that position is considered filled  
3 until the assignment expires or the substitute can no longer perform the duties as  
4 assigned. The District shall comply with applicable laws as it relates to long-term  
5 substitutes.

6           The rates of pay for permanent classified employees who voluntarily perform  
7 services in additional assignments and work outside of their respective classifications  
8 for short periods of time or on a day-to-day basis shall be established as provided for  
9 below:

10 ADDITIONAL ASSIGNMENTS

11           Additional assignments shall be defined as any work performed by a Classified  
12 Bargaining Unit Member beyond or outside of their permanent contracted status,  
13 including substitute services on a daily or extended basis excluding summer school.  
14 The following procedures shall be applied for additional assignments only:

15           A. Permanent Classified Bargaining Unit Members who work voluntarily  
16 outside of their regular contracted work year in the performance of duties within their  
17 own classification shall be compensated at their respective step on the salary schedule.

18           B. Permanent Classified Bargaining Unit Members who work voluntarily  
19 outside of their regular contracted work year in the performance of duties in a job-  
20 related (e.g. Teacher Aides; Special Education Aides; or Clerk Typists; Intermediate  
21 Clerk Typists, et cetera) classification higher than their own shall be compensated at  
22 whatever step on the salary schedule that would represent the next higher rate of pay.

23           C. Permanent Classified Bargaining Unit Members who work voluntarily  
24 outside of their regular contracted work year in the performance of duties in a

1 classification lower than their own shall be compensated at whatever step in that range  
2 which would provide a rate of pay closest to or equal to that normally earned by the  
3 Classified Bargaining Unit Member, which in some cases may be less than the  
4 Classified Bargaining Unit Member's regular rate of pay, but shall not be more.

5 D. Additional assignment hours which qualify for overtime compensation  
6 under Article 13 shall be paid accordingly. All other work hours shall conform to  
7 sections A-C above.

8 The Food Services Department participates in a federal summer meal program  
9 that serves participants at locations that may be throughout Fontana and the  
10 surrounding areas. The Summer Meal Program is not Summer School and may or may  
11 not be operated in conjunction with an academic summer school program. In addition  
12 to the procedures that apply to Additional Assignments as specified above, the following  
13 guidelines will be used when selecting personnel to work additional assignment for the  
14 Summer Meal Program.

15 A. The Food Services Department will use seniority, attendance, and  
16 documented job performance (from sources such as evaluations, warnings, and  
17 reprimands) not older than one (1) year from the assignment selection date to  
18 determine employee eligibility for being offered an additional assignment for the  
19 Summer Meal Program.

20 B. Employees who have been absent more than ten (10) days by May 1<sup>st</sup>  
21 during the school year for which the additional assignment selection is being made will  
22 be considered to have poor attendance for the purposes of additional assignment  
23 selection for the Summer Meal Program. Employees who have failed to complete their  
24 additional assignment for the previous year's Summer Meal Program, regardless of

1 whether they have been absent more than ten (10) days as specified above, will be  
2 considered to have poor attendance for the purposes of additional assignment selection  
3 for the Summer Meal Program. Industrial Accident, Jury Duty, Imminent Death,  
4 Bereavement, and Vacation leaves will be excluded from the attendance criteria used to  
5 determine poor attendance as specified in this section of the Agreement.

6 C. Where possible, Secondary Kitchen Operator additional assignments for  
7 the Summer Meal Program will be filled with Secondary Kitchen Operator employees  
8 subject to the seniority, attendance, and documented job performance criteria specified  
9 above.

#### 10 WORK OUTSIDE OF CLASSIFICATION

11 In circumstances where a Classified Bargaining Unit Member is working  
12 temporarily for short periods of time or on a day-to-day basis in a position in a higher job  
13 classification other than his/her own with the expectation by the supervisor that the  
14 Classified Bargaining Unit Member is fully performing all of the duties required, the rate  
15 of pay provided shall be established at the appropriate range and step that would  
16 provide the next higher rate of pay than that normally received by the Classified  
17 Bargaining Unit Member. Requests for reclassification shall be addressed using the  
18 process outlined under Article 11 entitled New or Changed Job Classification.

#### 19 CHANGES IN POSITION HOURS AND/OR DAYS

20 Should a determination be made by the District that a Classified Bargaining Unit  
21 Member's position hours and/or number of work days will be increased, the District shall  
22 provide reasonable advance notice to the member. Prior to the effective date of the  
23 increase in position hours and/or number of work days, the Classified Bargaining Unit  
24 Member may request consideration to delay the effective date of the change.

1 PROCEDURES FOR EMPLOYEE PAYBACKS OF OVERPAYMENT  
2 REIMBURSEMENT

3 STEP 1: NOTICE

4         The Payroll Office will notify Classified Bargaining Unit Members immediately or  
5 as soon as possible upon recognizing that an error creating a probable overpayment  
6 has been identified. Notice will include a statement that the Payroll Office is working to  
7 determine the amount of the overpayment and information advising the Classified  
8 Bargaining Unit Members who to contact in the Payroll department to discuss the  
9 situation. Duplicate copies will be forwarded to United Steelworkers, Local Union 8599,  
10 upon request by the affected Classified Bargaining Unit Member(s). Payroll staff will  
11 then proceed to make a preliminary determination as to the amount of the overpayment.

12 STEP 2:

13         The standard approach, identified in the CRITERION STANDARD PAYBACK  
14 APPROACH section of this article for determining the schedule and amount of  
15 repayment per pay period, will be implemented except where the Classified Bargaining  
16 Unit Member requests a case-by-case analysis due to hardship. The District shall make  
17 every effort to accommodate the Classified Bargaining Unit Member in such cases;  
18 however, the District reserves final right to determine repayment schedule.

19 STEP 3:

20         Where the implementation of the standard payback approach would create a  
21 severe hardship due to such factors as fluctuation in payroll impact on fringe benefits  
22 change in the standard work year, reduction in classification or hours, or a major  
23 episodic financial hardship, the Payroll Department will work with the Classified  
24 Bargaining Unit Member to develop a reasonable repayment plan which will recover the

1 overpayment as soon as possible. If scheduled Payroll Department deadlines prevent  
2 the consideration of such hardship before the payroll warrant is processed, the District  
3 will make every effort to utilize alternative payment procedures to correct any arrears or  
4 ameliorate approved hardships.

5 CRITERION: STANDARD PAYBACK APPROACH

6 1. If the amount to be recovered is less than five percent (5%) of net income  
7 for the pay period, it may be recovered in one lump sum.

8 2. If the overpayment occurred in less than one year and the amount is more  
9 than five percent (5%) of a pay period, it will be recovered by deductions in the number  
10 of pay periods equal to the number of pay periods in which the overpayment occurred.

11 3. If the overpayment occurred over a period of more than one year, the  
12 recovery will normally be accomplished by equal payments, scheduled to be completed  
13 either by the end of the fiscal year or the end of the tax year, whichever is later, unless  
14 the amount of the payments deducted would exceed fifteen percent (15%) of net  
15 income.

16 4. If approaches "a" and "b" do not fit the circumstances of the amount of the  
17 overpayment, a meeting will be held between the Classified Bargaining Unit Member  
18 and the District to develop a reasonable recovery plan.

19 Exceptions:

20 a. Notwithstanding the standard payback approaches identified  
21 above, the overpayment can be recovered from "back pay" or other payment in arrears  
22 (not including current overtime pay). The overpayment will be recovered in one lump  
23 sum to avoid creating a new overpayment. This provision will apply except on a case-  
24 by-case basis where an approved hardship exists as noted in STEP 3.

1           b.       All of the above provisions will be suspended whenever the District  
2 terminates a Classified Bargaining Unit Member or receives a letter of resignation or \*an  
3 approved leave of absence request for six months (6) or more. In such cases, recovery  
4 of overpayment will be scheduled for completion by the effective date of the leave of  
5 absence, resignation, or termination.

6           \*[Specific exceptions to the above are leaves under the provisions of California  
7 Family Rights Act, Family Medical Leave Act, Industrial Accident (USW Article 28), and  
8 Military Leave (USW Article 26)].

9           It is the responsibility of each Classified Bargaining Unit Member to review their  
10 pay warrant for any apparent errors and report such as soon as possible to the Payroll  
11 Department.

## 12 SUMMER SCHOOL

13           Summer School is a District-wide program designed to provide students with an  
14 opportunity for credit recovery and general instruction and, therefore, it is not targeted  
15 instruction/intervention. It is agreed and understood between the Fontana Unified  
16 School District and the United Steelworkers that the following guidelines will be used  
17 when hiring Summer School personnel:

18           1.       Only Classified Bargaining Unit Members able to meet Summer School  
19 timelines (dates of Summer School) without conflicting/overlapping hours or dates of  
20 regular work schedules may apply for Summer School positions.

21           Summer School positions will be posted District-wide for information purposes  
22 only. Except as noted in subsections #2 and #3 below, Classified Bargaining Unit  
23 Members will be considered for Summer School positions based on District seniority in  
24 the following priority sequence:

1           a.     The highest priority will be given for Classified Bargaining Unit  
2 Members in the same job classification;

3           b.     The next priority will be given for Classified Bargaining Unit  
4 Members in the same job class family;

5           c.     The next priority will be given for Classified Bargaining Unit  
6 Members in a different job class family;

7           d.     Finally, applicants not part of the Classified Bargaining Unit shall  
8 only be considered after all qualified Classified Bargaining Unit applicants have been  
9 placed.

10          2.     In order to maintain continuity and availability to the Summer School  
11 program, Classified Bargaining Unit Members at the site where Summer School will be  
12 held will be given preferential consideration for the Intermediate Clerk Typist position for  
13 Summer School. Selection will be made based on District Seniority in the priority  
14 sequence listed above, items b-d only.

15          3.     The most senior District Safety Officer employees at the site where  
16 Summer School will be held will be given preferential consideration for the District  
17 Safety Officer positions for Summer School. Selection will be made based on District  
18 Seniority. After most senior District Safety Officer employees have been placed,  
19 selection for remaining positions will be made based on District Seniority and the priority  
20 sequence listed above, items a and d only.

21 TRANSPORTATION DEPARTMENT

22           Time allocation for daily pre-trip inspection will be twenty (20) minutes, and time  
23 allocation for sweeping and cleaning/closing the bus at the end of the workday will be  
24 ten (10) minutes. The District and the Union agree to continue the current payroll

1 practice of rounding-up to fifteen (15) minute increments.

2 SENIORITY ROTATION – ADDITIONAL ASSIGNMENTS

3 1. The parties agree to establish and use one seniority rotation list for  
4 additional bus driver assignments.

5 2. The parties agree that probationary employees will be contacted for  
6 additional bus driver assignments only after all senior bus drivers have been contacted.

7 Probationary bus drivers will be used on an emergency basis only.

8 DRIVER HOURS

9 In lieu of temporary employees used in the Transportation Department, the  
10 following procedures are proposed:

11 1. Any Classified Bargaining Unit Member off more than ten (10) consecutive  
12 working days beginning on the eleventh (11) day may have their hours assigned  
13 temporarily to a lesser hour driver at the discretion of the Supervisor of Transportation  
14 by availability and seniority. Beginning on the eleventh (11) day, an appropriate  
15 adjustment will be made in fringe benefits.

16 2. Supervisor of Transportation will offer assignment to the next available  
17 Classified Bargaining Unit Member in line until the greater hour position is filled.

18 3. Only one (1) change of permanent drivers will be offered for each  
19 Classified Bargaining Unit Member off a minimum of ten (10) or more consecutive  
20 working days.

21 4. In the case of routes with late runs, employees not exceeding eight (8)  
22 hours with the change may take only the late run.

23 VOLUNTARY MAINTENANCE TRAINEE PROGRAM

24 The undersigned parties agree to establish a voluntary program for testing,



1 evaluating, and developing the skills of interested participants on the following basis:

2 1. Each participating Classified Bargaining Unit Member agrees to serve as a  
3 helper or in semi-skilled tasks in any department within the maintenance division, as  
4 assigned by the Director of Maintenance or his designee. Participating Classified  
5 Bargaining Unit Members will serve for thirty (30)-day terms, not to exceed three (3)  
6 such terms in any twelve (12)-month period. This provision shall not supplant the  
7 regular practice of a temporary change in assignment with compensation adjustment  
8 due to departmental vacations or sick leave coverage. This provision is intended to  
9 allow temporary increases in work force for peak load or special needs projects.

10 2. Participation in the program is voluntary, but it will be understood that  
11 during participation in the program, employees will accept all temporary assignments in  
12 the department(s) for which the employee has enrolled in the program, as directed, or  
13 they will be released from the program. Persons on authorized leave will not be  
14 released from the program but will be excused from participation for the term of their  
15 authorized leave.

16 3. While serving in the first thirty (30)-day term, employees will be paid at the  
17 Maintenance Trainee or their regular rate of pay, including any applicable shift  
18 differential, whichever is greater.

19 In subsequent thirty-(30) day terms, employees will be paid at the next higher  
20 step or range or their regular rate of pay, including applicable shift differential,  
21 whichever is higher.

22 4. Individuals successfully completing three (3) of these voluntary thirty (30)-  
23 day terms shall be considered to have attained the necessary experience in the  
24 Maintenance trades for purposes of consideration for subsequent permanent job

1 | postings.

2 |         5.       No probationary employee may participate in this program.

3 | SHADOWING IN THE FOOD SERVICES DEPARTMENT

4 |         Food Services employees wishing to “shadow” another Food Services employee  
5 | to gain knowledge and understanding in a position within the Food Services Department  
6 | can do so if the following conditions are met. For the purpose of this Article, the term  
7 | “shadow” or “shadowing” shall be defined as the voluntary activity wherein an employee  
8 | follows and observes another employee to learn about the position.

9 |         1.       The Director of Food Services agrees in writing to allow the employee to  
10 | shadow. The employee must have a shadowing schedule approved by the Director of  
11 | Food Services prior to the start of any shadowing. The Food Services Department will  
12 | then make arrangements with the site Food Services Operator and Coordinator for the  
13 | employee to begin their shadowing.

14 |         2.       The employee wishing to shadow shall hereby acknowledge that the  
15 | activity is strictly voluntary and done on the employee’s own time, of the employee’s  
16 | own free will.

17 |         3.       The employee acknowledges that there will be no compensation of any  
18 | kind for time spent shadowing as it is a free and voluntary activity that is requested by  
19 | the employee and accommodated by the District.

20 |         4.       Shadowing cannot be done during an employee’s normal work shift  
21 | without prior approval by the Director of Food Services.

22 |         5.       Employee understands that shadowing does not guarantee a position or  
23 | promotion.

24 |

1 ARTICLE 13

2 OVERTIME

3 No Classified Bargaining Unit Member shall be authorized to work overtime  
4 unless they have received express advance permission from their immediate supervisor  
5 or designee. Overtime claims shall be submitted monthly.

6 Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be  
7 paid after eight (8) hours in any one (1) day or after forty (40) hours in any one (1) work  
8 week. This provision does not apply to Classified Bargaining Unit Members who are on  
9 a modified workweek such as a 4/10, 9/80, or 3/12 plan except to the extent their  
10 workday exceeds the regularly assigned hours per day [e.g., Classified Bargaining Unit  
11 Members working a 4/10 workweek shall receive overtime only after ten (10) hours  
12 worked per day].

13 When a Classified Bargaining Unit Member works on a Board-approved holiday,  
14 the Classified Bargaining Unit Member shall receive one and one-half (1-1/2) times the  
15 regular rate of pay plus the regular holiday pay rate.

16 Those Classified Bargaining Unit Members who commence a shift at 10:00 p.m.  
17 and work until 6:30 a.m. into the holiday period are to be paid the holiday premium.

18 Those Classified Bargaining Unit Members who commence a shift at 10:00 p.m.  
19 on holiday and work until 6:30 a.m. the following day will be paid at straight time pay  
20 rates.

21 Those Classified Bargaining Unit Members who work the night shift from 10:00  
22 p.m. to 6:30 a.m. thereafter will start the shift at 10:00 p.m. on the holiday.

23 For overtime service rendered by the Classified Bargaining Unit Member, with  
24 the approval of the supervisor, compensatory time off may be chosen in lieu of actual

1 payment.

2 Compensatory time may be taken as time off in units of one-half (1/2) hour or  
3 more increments with the approval of a supervisor within the department.

4 When a Classified Bargaining Unit Member is required to render service on a  
5 non-workday or, if recalled to work on the same day he/she has previously completed a  
6 work assignment of eight (8) hours in duration, the Classified Bargaining Unit Member  
7 shall be compensated for a minimum of two (2) hours, but not for less than the actual  
8 number of hours worked.

9 The District will develop procedures for the equitable distribution of overtime  
10 within departments or site work groups provided that:

11 1. Classified Bargaining Unit Member must be in the same job classification  
12 and work group.

13 2. A rotational list shall be established based on seniority within a  
14 department, site or work group to which the Classified Bargaining Unit Member is  
15 assigned.

16 3. Overtime shall be assigned by the rotation list indicated in item 2 above  
17 except when specific skills, efficiency, confidentiality or specific project completion  
18 require overtime assignment out of rotation.

19 4. Classified Bargaining Unit Member shall have the right to either accept or  
20 decline voluntary overtime in rotational order.

21 5. If a Classified Bargaining Unit Member declines voluntary overtime when  
22 offered on a rotational basis, the Classified Bargaining Unit Member shall have been  
23 determined to waive access to overtime equalization for that incident.

24 6. The District will agree to consult with the Union on concerns or procedures

1 prior to the implementation of overtime equalization in any department or site. The  
2 District reserves final right to implement overtime equalization or procedures after such  
3 consultation with the union.

#### 4 TEMPORARY EXTRA ASSIGNMENTS

5 Temporary extra assignments are defined as extra hours within an employee's  
6 same workday which may be assigned by the supervisor to the employee to perform  
7 work over and above the normal daily workload. The District will offer available  
8 temporary extra assignments to intra-work area qualified employees on a rotational  
9 seniority basis.

10 Only Classified Bargaining Unit Members able to perform the work without  
11 conflicting/overlapping hours of regular work may be considered to serve in temporary  
12 extra assignments, provided that the assignments will not put employees into an  
13 overtime status, substitute work or additional assignment.

#### 14 COMPENSATORY TIME

15 Qualified, intra-work area Classified Bargaining Unit Members will be given fair  
16 consideration for compensatory time on a rotational seniority basis subject to the same  
17 overtime rules 1-6 and pursuant to the following provisions:

18 1. At the discretion of the department supervisor and at the request of the  
19 Classified Bargaining Unit Member, compensatory time may be provided in lieu of  
20 overtime at the rate of 1½ times the regular rate for service beyond eight (8) hours per  
21 day or beyond forty (40) hours per week. Classified Bargaining Unit Members who work  
22 a modified workweek shall be exempted from this provision except where the work  
23 exceeds the normal hours of their work day or work week [e.g., Classified Bargaining  
24 Unit Members who work a 4/10 workweek shall receive compensatory time after ten

1 (10) hours per day or forty (40) hours per week].

2 2. Utilization of compensatory time shall not be disruptive to the overall  
3 efficient operation of the various departments. The Classified Bargaining Union  
4 member shall request to utilize accrued compensatory time which shall be scheduled at  
5 the discretion of the District, and as nearly as possible, at the convenience of the  
6 Classified Bargaining Unit Member.

7 Compensatory time shall be taken within one (1) year after the period of overtime  
8 services rendered, and will not be eligible for a monetary payment (“cashing out”) in lieu  
9 thereof. The District shall not unreasonably deny the usage of compensatory time to  
10 the detriment of the Classified Bargaining Unit Member.

#### 11 BILINGUAL TRANSLATION/EXTRA DUTY ASSIGNMENT

12 This program will be evaluated on an annual basis.

13 1. Authorization for extra duty assignment for bilingual translation/oral  
14 translation services will be permitted for full-time (8-hour) employees who are required  
15 to perform oral translation services to facilitate two-way communication processes in  
16 meetings involving two (2) or more persons (e.g., principal, teacher and parents), when  
17 such duties are not identified in their existing job description. Please note that bilingual  
18 translation to facilitate communication in meetings is specifically distinguished from the  
19 simple giving of information in a foreign language in a context in which the duty  
20 performed has not changed but is simply being performed through the use of a foreign  
21 language, and the duty performed is identified in the existing job description.

22 2. After asking for volunteers from among full-time Classified Bargaining Unit  
23 Members at the sites, Classified Bargaining Unit Members will be nominated for the  
24 bilingual translation extra-duty assignment authorization by the principal or department

1 head on the basis of the following criterion: 1) level of need for unscheduled translation  
2 services; 2) feasibility of assignment of these duties given consideration of employee's  
3 availability and other duties; 3) principal's informal assessment of language fluency;  
4 and 4) the employee is willing to accept this assignment.

5 3. Before recommending authorization of the extra-duty assignment to the  
6 Board of Education, Classified Bargaining Unit Members will be required to successfully  
7 complete a performance assessment of oral translation skills administered by the  
8 Human Resources Office.

9 4. Full-time Classified Bargaining Unit Members who are authorized for the  
10 extra duty assignment of oral translator will keep a translation timesheet log identifying  
11 hours expended translating in meetings to facilitate two-way communication. Whenever  
12 a Classified Bargaining Unit Member is required to provide translation under the terms  
13 of this agreement, the Classified Bargaining Unit Member will be compensated for a  
14 minimum of one (1) hour of translation services per incident. Therefore, the minimum  
15 time recorded on the timesheet will be one (1) hour. However, in no event shall anyone  
16 be paid for more than one (1) incident per hour nor more than eight (8) hours per day.

17 5. All hours identified on the timesheet will be compensated at a rate of six  
18 dollars (\$6.00) per hour bonus payment (in addition to the Classified Bargaining Unit  
19 Member's regular hourly rate).

20 6. The District will reserve the right to limit the number of persons allocated  
21 to a site or department who may be authorized for this extra-duty assignment in  
22 accordance with this Article.

#### 23 BILINGUAL LANGUAGE USAGE PAY

24 When a Classified Bargaining Unit Member with less than eight (8) hours per day

1 is utilized for their second language capabilities in a two (2)-way oral communication  
2 meeting and is not given an opportunity to make-up his/her time, he/she shall be  
3 compensated at an additional rate of six dollars (\$6.00) per hour bonus payment (in  
4 addition to the Classified Bargaining Unit Member's regular hourly rate), provided that  
5 such performance is not a duty identified in their current job description.

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ARTICLE 14

PROBATIONARY PERIOD

NEW HIRES

Classified Bargaining Unit Members shall be on probation during the first one hundred eighty (180) workdays of employment with thirty (30) additional workdays probation at District's option. For purposes of this Article, workdays shall be defined as those on paid status, and shall not include absences of more than thirty (30) consecutive days.

If the District exercises the option to extend a Classified Bargaining Unit Member's probation, and the member consents to disclosure to the Union, then the District shall provide notice to the Union of the extension.

During this period, the probationary employee may be discharged without assigning any cause therefore; and said discharge is specifically excluded from the Grievance Procedure. No seniority is acquired during the probationary period. Upon receiving permanency in a position, seniority shall revert to the date of hire.

SALARY SCHEDULE ADVANCEMENT

Classified Bargaining Unit Members hired prior to the sixth (6<sup>th</sup>) day of the month shall advance to Step 2 on the first (1<sup>st</sup>) day of the month in which permanency is earned.

Classified Bargaining Unit Members hired on the sixth (6<sup>th</sup>) through the twentieth (20<sup>th</sup>) day of the month shall advance to Step 2 on the sixteenth (16<sup>th</sup>) day of the month in which permanency is earned.

Classified Bargaining Unit Members hired on the twenty-first (21<sup>st</sup>) day of the month or after shall advance to Step 2 on the first (1<sup>st</sup>) day of the month following the

1 month in which permanency is earned.

2 All Classified Bargaining Unit Members with an extended probationary period of  
3 thirty (30) workdays shall remain on Step 1 and, if awarded permanency, move to Step  
4 2 after probation.

#### 5 PROMOTIONAL ADVANCEMENT

6 Classified Bargaining Unit Members who have achieved permanency with the  
7 District and who then subsequently promote to a different job classification will be  
8 placed on probation for ninety (90) workdays if the promotion is to a related job  
9 classification (ex. Clerk Typist to Secretary). At the District's option, the probationary  
10 period may be extended for thirty (30) additional workdays, provided the extension of  
11 the probationary period is not as a result of the evaluator's failure to evaluate in a timely  
12 manner.

13 Members who promote to an unrelated job classification will be placed on  
14 probation for ninety (90) workdays (ex. District Safety Officer to Technology) and may  
15 be subject to an additional probation period of ninety (90) workdays at the District's  
16 option.

17 A permanent Classified Bargaining Unit Member who promotes and fails to  
18 complete probationary service for the promotional position shall be returned to the same  
19 Classified Bargaining Unit job classification which he or she previously achieved  
20 permanency pursuant to Education Code § 45113.

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1 ARTICLE 15

2 SUSPENSION/DISCHARGE CASES

3 The District recognizes that an effort shall be made to remediate any  
4 unsatisfactory job performance by employees prior to taking any "disciplinary action".  
5 "Disciplinary action" shall be defined as suspension without pay, demotion, reduction  
6 of pay step in class or dismissal. The District will make employees aware of  
7 employment standards, as well as the consequences for non-compliance with the  
8 standards, prior to corrective or disciplinary steps. This shall include, but not be limited  
9 to, new employee orientation, in-service. and/or hands-on training. In cases where a  
10 Classified Bargaining Unit Member's job performance becomes unsatisfactory due to  
11 alcohol/chemical use or dependency, the District shall provide an opportunity for the  
12 Classified Bargaining Unit Member to participate in an alcohol/chemical dependency  
13 remediation program if the District determines in its sole discretion that the Classified  
14 Bargaining Unit Member's conduct does not warrant or require dismissal. This shall  
15 not in any way limit the District's right to implement lesser forms of discipline along  
16 with participating in this remediation program. This recognition of progressive  
17 discipline, however, shall not preclude the District from seeking immediate dismissal of  
18 Classified Bargaining Unit Members for serious misconduct, which might include, but  
19 not be limited to, recklessness, gross negligence, willful misconduct, and other  
20 misconduct which might cause physical/emotional harm to others and/or loss of  
21 property/money.

22 In the event that a Classified Bargaining Unit Member is alleged to have acted in  
23 such a manner as to warrant a "disciplinary action", he/she shall be furnished with a  
24 copy of the reason(s) for the action as set forth in District Administrative Regulation. At

1 the Classified Bargaining Unit Member's election, the Union shall be notified in writing  
2 within five (5) working days whenever a Classified Bargaining Unit Member is charged  
3 with misconduct that might result in "disciplinary action".

4       Except as otherwise set forth in this Article, the causes and procedures regarding  
5 personnel action for cause ("Just Cause") set forth in District Administrative Regulation  
6 §4218 et.al. shall apply to all Classified Bargaining Unit Member "disciplinary actions".

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1 ARTICLE 16

2 GRIEVANCE PROCEDURE

3 DEFINITIONS

4 Grievance

5 A grievance is an allegation by a Classified Bargaining Unit Member or members  
6 that he/she/they have been adversely affected by an alleged misinterpretation,  
7 misapplication or violation of the Agreement by the District. Actions to challenge or  
8 change the policies, regulations or other matters outside of this Agreement are not  
9 within the scope of this procedure and review must be taken under separate processes.

10 Day

11 A day is a day upon which Classified Bargaining Unit Members are regularly  
12 scheduled to work.

13 Immediate Supervisor

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

16 Time Limits

17 The time limits contained herein are considered maximum limits; however, time  
18 limits may be extended by mutual written agreement. In the event the grievant fails to  
19 meet a time limit, the grievance shall be deemed to have been waived.

20 In the event the District fails to meet a time limit, such failure shall automatically  
21 move the grievance to the next step of the grievance procedure.

22 GRIEVANCE STEPS

23 Informal Level

24 Before filing a formal written grievance, the grievant and the grievant's

1 representative shall attempt to resolve the alleged grievance through an informal  
2 conference with the grievant's immediate supervisor.

3 Step I – Immediate Supervisor

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

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

11 The immediate supervisor shall communicate a written decision to the Classified  
12 Bargaining Unit Member within ten (10) days after receiving the grievance. Such written  
13 decision shall contain an explanation of the decision rendered.

14 Within the above time limits, either party may request a personal conference with  
15 the other party.

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

21 Step II – Superintendent or Designee

22 The Superintendent, or his/her designee, shall consider the grievance and render  
23 a decision within ten (10) days after receiving the grievance and communicate a  
24 decision to the grievant with a copy of the decision to the grievant's representative.

1 Such written decision shall contain an explanation of the District's position regarding the  
2 grievance. Either the grievant representative or the Superintendent, or his/her  
3 designee, may request a personal conference to discuss the grievance within the above  
4 time limits. If the Superintendent, or his/her designee, does not respond within the  
5 above time limits, the grievance shall automatically proceed to the next step.

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

### 11 Step III - Mediator

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

18 If resolution is not reached with the mediator within thirty (30) calendar days after  
19 the request for mediation services from the SMCS, the grievant representative may  
20 move the grievance to Step IV. The parties may, by mutual agreement, extend the  
21 thirty (30) calendar day deadline to exceed 60 calendar days.

22 If the grievant representative is not satisfied with the disposition of the grievance  
23 at this step, an appeal to the next step must be made in writing to the appropriate  
24 personnel within ten (10) working days after the mediation date. Failure to appeal within

1 this time period shall serve as a waiver of all appeal rights and the decision at this step  
2 shall be final and binding.

3 Step IV – Board of Education

4 If the grievant representative is not satisfied with the disposition of the grievance  
5 at Step III the grievant representative may within ten (10) days after a written decision is  
6 rendered or should have been rendered, by written notice to the Superintendent, elect  
7 to submit the grievance to the Board of Education for consideration. The Board shall  
8 consider the grievance and render a decision within ten (10) days after its first regular  
9 meeting following official receipt of the grievance. The Board may, in its sole discretion,  
10 decide to conduct an informal hearing in Closed Executive Session or to render a  
11 decision based upon a review of written documents developed in Steps I, II, and III of  
12 the Grievance Procedure.

13 If the grievant representative is not satisfied with the disposition of the grievance  
14 at this step, an appeal to the next step must be made in writing to the appropriate  
15 personnel within ten (10) working days after the decision is delivered to the grievant  
16 representative. Failure to appeal within this time period shall serve as a waiver of all  
17 appeal rights and the decision at this step shall be final and binding.

18 Step V - Arbitrator

19 If the grievant representative is not satisfied with the disposition of the grievance  
20 at Step IV, or if no written decision has been rendered within the applicable time limits,  
21 the International Union may, within ten (10) days after a written decision is rendered or  
22 should have been rendered by written notice to the Superintendent, elect to submit the  
23 grievance to arbitration. In the event the parties are unable to mutually agree upon an  
24 arbitrator, they shall request a panel of nine (9) names be submitted to both parties by



1 the California State Conciliation Service.

2       Upon receipt of the list of names, the parties shall alternately delete names from  
3 the list until only one (1) remains and said last named shall be selected as the arbitrator.

4       The arbitrator's decision shall be in writing and shall set forth his/her findings of  
5 fact, his/her reasoning, conclusions, and decisions. The arbitrator's authority shall be  
6 limited to deciding the issues submitted by the parties; and the arbitrator shall have no  
7 power or authority to add to, subtract from, alter, delete, amend or modify the terms of  
8 the Agreement. Should the arbitrator determine that time limits are exceeded, the  
9 arbitrator shall not have the authority to hear the grievance(s) without mutual agreement  
10 of the parties.

11       All costs for the services of the arbitrator, including but not limited to, per diem  
12 expenses, travel and subsistence expenses, transcript, and the cost of any hearing  
13 room, will be borne equally by the District and the Union. All other costs will be borne  
14 by the party incurring them.

15       The decision of the arbitrator shall be final and binding upon the parties.

16 MISCELLANEOUS

17       A Classified Bargaining Unit Member may be represented up to Step I of the  
18 Grievance Procedure by him/herself and, at his/her option, accompanied by a  
19 representative provided by the Union. If a Classified Bargaining Unit Member is not  
20 represented by the Union or its representative, the District shall not agree to a resolution  
21 of the grievance without first providing the Union with a copy of the grievance, the  
22 proposed resolution, and an opportunity to respond.

23       The Union will exclusively receive time off from duties for the processing of  
24 grievances herein for Unit members who are designated as Union representatives,

1 subject to the following conditions:

2 1. By no later than ten (10) days following the signing of this Agreement, the  
3 Union will designate in writing to the Superintendent the names of nine (9) unit  
4 members who are to receive time off;

5 2. Prior to release from duties for grievance processing, the designated  
6 representative must inform the immediate supervisor in order that substitute service  
7 may be obtained, if such is necessary; and

8 3. That time off shall be limited solely to one (1) designee representing  
9 grievant in a conference with a management person. Under no circumstances shall  
10 such time be used for investigating grievances, gathering information, interviewing  
11 witnesses or preparing a presentation.

12 The granting of release time does not mean that the District must schedule any  
13 or all such grievance meetings during working hours.

14 The District shall maintain separate grievance files for documents,  
15 communications, and records dealing with the processing of a grievance.

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1 ARTICLE 17

2 NO-STRIKE CLAUSE

3 It is agreed and understood that there will be no strike, work stoppage, slow-  
4 down, picketing in connection therewith or other interference with the operations of the  
5 District by the Union or by its officers, agents or members during the term of this  
6 Agreement, including compliance with the request of other labor organizations to  
7 engage in such activity.

8 The Union recognizes the duty and obligation of its representatives to comply  
9 with the provisions of this Agreement and to make every effort toward inducing all  
10 Classified Bargaining Unit Members to do so. In the event of a strike, work stoppage,  
11 slow-down or other interference with the operations of the District by Classified  
12 Bargaining Unit Members who are represented by the Union, the Union agrees in good  
13 faith to take all necessary steps to cause those Classified Bargaining Unit Members to  
14 cease such action.

15 It is agreed and understood that any Classified Bargaining Unit Member violating  
16 this Article may be subject to appropriate discipline up to and including termination by  
17 the District.

18 It is understood that in the event the Union, or its officers or agents, violate this  
19 Article, the District shall be entitled to withdraw any rights, privileges or service provided  
20 for in this Agreement, in District policy or by Education Code from the Union.

21 Neither the submission of this proposal, nor its violation or expiration, shall  
22 prejudice the District's legal position that the above articles are or may be independent  
23 violations of the law, notwithstanding this Article. The District reserves all rights under  
24 law to remedy violations of this article.

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This clause shall not be in effect during any period of reopening of negotiations.

ARTICLE 18

LEAVES OF ABSENCE

GENERAL PROVISIONS

The Board of Education may grant leaves of absence to Classified Bargaining Unit Members.

An express authorization or requirement for a leave of absence does not deprive the Board of Education of the power to grant such leaves with or without pay to such employees for other purposes, pursuant to Education Code (so long as the Board does not deprive any employee of any leave of absence).

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1 ARTICLE 19

2 ILLNESS AND INJURY (SICK LEAVE)

3 Sick leave of absence with pay is granted to school employees to protect the  
4 health and welfare of both employees and pupils. All employees are encouraged to use  
5 sick leave as warranted to enable them to regain and remain in good health.

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

11 Classified Bargaining Unit Members who work a modified workweek would receive the  
12 same amount of sick leave per year as employees on a regular five (5) day work week.

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

16 New Classified Bargaining Unit Members of the District accrue sick leave from  
17 the 1st of the month in which employed, providing their employment commences on or  
18 before the 15th. If employment commences on or after the 16th of the month, sick  
19 leave is accrued from the 1st of the following month. If an employee terminates his/her  
20 service with the District after the 15th day of the month, he/she shall be entitled to full  
21 sick leave credit for that month. However, if an employee terminates his/her service  
22 prior to the 16th day of the month, he/she shall receive no credit for that month.

23 Employees in a non-pay status for a fractional period of a month accrue sick leave for  
24 the entire month when in a pay status for ten (10) or more working days in that month.

1 An employee who serves less than ten (10) working days receives no sick leave credit  
2 for that month.

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

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

13 Unused sick leave shall accumulate from year to year.

14 Verification of illness may be required by the District for any absence for which  
15 sick leave is claimed.

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

#### 21 FAMILY ILLNESS LEAVE

22 If an illness of the Classified Bargaining Unit Member's child, parent or spouse  
23 requires the member to be absent, the member may use up to the amount of sick leave  
24 that would be accrued during a six (6) month period from their sick leave bank (Labor

1 Code §233). For the purposes of this clause, a child means a biological, adopted or  
2 foster child, stepchild, legal ward or a child to whom the employee stands in loco  
3 parentis. This definition of a child is applicable regardless of age or dependency status  
4 (Labor Code § 245.5).

#### 5 EXTENDED SICK LEAVE

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

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

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



1 TRANSFER OF ACCUMULATED SICK LEAVE

2 A classified employee of any school district who has been an employee of that  
3 district for at least one (1) calendar year, and who terminates such employment for the  
4 sole purpose of accepting a position in another district and who subsequently accepts  
5 within thirty (30) days of termination may, if agreed by the employing district, transfer all  
6 or any part of the accumulated sick leave and other benefits to which he/she may be  
7 entitled.

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

11 UTILIZATION OF SICK LEAVE DURING PERIODS OF VACATION

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

16 CATASTROPHIC LEAVE BANK

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

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

23 1.1 The Classified Bargaining Unit Member to receive donated sick leave  
24 must have exhausted all fully paid (vacation and sick) leave and be in a catastrophic

1 condition which renders work impracticable.

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

7 1.3 The Classified Bargaining Unit Member must be a permanent, not  
8 probationary, employee.

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

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

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

23 5. An additional day of contribution will be required of all participants if the  
24 number of days in the CLB falls below three hundred (300) days. Classified Bargaining

1 Unit Members who are currently drawing from the CLB at the time of the assessment  
2 will not be required to contribute to remain eligible to draw from the CLB. If a participant  
3 has ten (10) or less days of remaining sick leave at the time of the assessment, they  
4 need not contribute the additional day to remain a participant in the CLB.

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

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

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

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

24 10. A Classified Bargaining Unit Member wishing to use this CLB shall submit

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

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

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

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

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

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

4 HOLD HARMLESS

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

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

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ARTICLE 20

JURY DUTY/COURT APPEARANCE

JURY DUTY

The District shall grant paid leaves for employees called to serve on jury duty, subject to the following conditions:

Classified Bargaining Unit Members must notify their immediate supervisor of their date of jury duty at least three (3) working days prior to the date of their tentative appearance as stated on their jury duty summons.

Classified Bargaining Unit Members required to serve on jury duty must obtain written verification from the appropriate court indicating the date(s) that they actually appeared.

Classified Bargaining Unit Members shall be paid the difference between their regular salary and the amount they receive in the form of jury duty pay exclusive of mileage fees. The District shall pay the Classified Bargaining Unit Member's regular salary and the employee shall remit to the District the amount received as jury duty pay within ten (10) days of receiving such pay or prior to the close of the last payroll period of the year, whichever occurs earlier. In the event the Classified Bargaining Unit Member has failed to remit such fees, the District shall be entitled to withhold the appropriate amount from the Classified Bargaining Unit Member's last salary check of the school year.

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

In the event a Classified Bargaining Unit Member, responding to a jury duty

1 summons, is required to call the court offices to receive instructions as to whether or not  
2 to report to jury duty, the Classified Bargaining Unit Member will report to work per  
3 his/her normal work hours and will be excused for the remainder of the work day if  
4 notified to report to jury duty at any time during the day. Under this article, if a  
5 Classified Bargaining Unit Member who works Shift "C", must report to jury duty after  
6 working his assigned shift on the same day, he/she will be allowed to take the next  
7 scheduled shift off as jury duty leave.

#### 8 COURT APPEARANCE

9 A Classified Bargaining Unit Member shall be entitled to paid leave (i.e. vacation  
10 or personal necessity) to appear in court as a witness, when subpoenaed, other than as  
11 a litigant or defendant, or to respond to an official order to appear from another  
12 governmental entity. When a court appearance or legal proceeding is related to District  
13 business, other than as a litigant, the member shall not be required to use their own  
14 paid leave.

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ARTICLE 21

BEREAVEMENT AND IMMINENT DEATH LEAVE

A Classified Bargaining Unit Member shall be granted leave of absence with pay for three (3) days due to death in the immediate family or five (5) days if in excess of six hundred (600) miles round-trip travel is required to attend or arrange for funeral. The Board of Education, upon the recommendation of the Superintendent, may increase the benefits at its discretion.

Members of the immediate family are defined as father, mother, sister, brother, daughter, son, wife, husband, legally registered domestic partner with the appropriate California government entity, grandfather, grandmother, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepfather, stepmother, stepchild, grandson, granddaughter, grandmother or grandfather of spouse, minors over whom the unit member has legal custody, or any relative living in the household of the Classified Bargaining Unit Member.

A maximum of three (3) days of leave without loss of pay in any one (1) fiscal year, taken in whole or half day increments, may be granted for absence due to serious illness or accident, with death imminent, of any immediate member of the family as defined above. Medical verification shall be required to substantiate imminent death leave.



1 ARTICLE 22

2 PERSONAL NECESSITY LEAVE

3 Each Classified Bargaining Unit Member shall be entitled at his/her election to  
4 utilize up to eight (8) days of leave of absence annually for personal necessity. Such  
5 leave shall not be used merely for an extension of a holiday or vacation or for purely  
6 personal convenience and it shall be deducted from the Classified Bargaining Unit  
7 Member's accumulated sick leave.

8 Personal Necessity Leave shall be granted to each unit member upon application  
9 to the Classified Bargaining Unit Member's principal or a supervisor within the  
10 department at least two (2) work days before taking such leave (except in the case of an  
11 emergency). Classified Bargaining Unit Members who request Personal Necessity  
12 Leave shall take it only for one (1) of the following reasons and indicate on the Leave  
13 Document (form D-28.3) one of the following reasons for requesting such leave:

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

16 2. Accident involving his/her person or property or the person or property of a  
17 member of his/her immediate family which requires immediate attention.

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

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

24 Abuse or misuse of Personal Necessity Leave may subject the Classified

1 Bargaining Unit Member to appropriate disciplinary action.

2 In the event that a Classified Bargaining Unit Member fails to provide two (2)  
3 work days' advance notice of a Personal Necessity Leave request, the circumstances  
4 preventing the submission of such requests in a timely manner shall be explained in  
5 writing to the supervisor who shall have the discretion to deny the request.

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1 ARTICLE 23

2 PARENTAL LEAVE

3 The Classified Bargaining Unit Member may request a leave of absence without  
4 pay for a period not to exceed twelve (12) months for parental leave of absence. At the  
5 end of the leave, the Classified Bargaining Unit Member shall be reemployed in a  
6 comparable position and, when possible, the same position. In no event shall the  
7 Classified Bargaining Unit Member be reemployed in a higher position in classification  
8 or work hours.

9 Classified Bargaining Unit Members may request to continue health and welfare  
10 benefits at their own expense for the duration of the parental leave. During parental  
11 leave, a Classified Bargaining Unit Member shall maintain, but not accrue, sick leave,  
12 vacation, or other employee benefits, including seniority.

13 Sick leave may be used for the delivery of a child, for a bona fide medical  
14 disability connected with a pregnancy as verified by a doctor's written statement, and for  
15 normal postpartum recovery. Sick leave may not be used for postpartum care of the  
16 infant or for childcare.

17 Upon request, the Board of Education shall provide a Classified Bargaining Unit  
18 Member who is a natural or adopting parent up to twelve months of unpaid leave of  
19 absence for the purposes of rearing his/her infant who is less than two (2) years of age.  
20 The Classified Bargaining Unit Member shall notify the District that he/she intends to  
21 take such a leave within 12 months of the birth or adoption placement of a child. Upon  
22 the Classified Bargaining Unit Member's request, the Board of Education may, at its  
23 discretion, grant an additional twelve (12) months of parental leave to a maximum of  
24 twenty-four (24) months.

1           The terms of this Article do not limit the rights of the Classified Bargaining Unit  
2 Member under the Family Medical Leave Act (FMLA) or California Family Rights Act  
3 (CFRA).

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ARTICLE 24

PERSONAL LEAVE

URGENT OR PERSONAL BUSINESS

A personal leave of absence without pay for not more than thirty (30) working days may be granted administratively to transact urgent personal business. The approval or rejections thereof shall be determined on the basis of the position the Classified Bargaining Unit Member holds, inasmuch as certain positions do not lend themselves to temporary replacements due to the technical nature or level of responsibility of the assignment. The justification and duration of such leaves shall be left to the discretion of the Superintendent or designee and if approved, the Classified Bargaining Unit Member shall return to same or like position. Leaves of absence in excess of thirty (30) working days are subject to ratification by the Board of Education in accordance with the provisions of Article 18 of this Agreement.

A personal leave shall not be awarded for the purpose of investigating or accepting employment opportunities elsewhere. Violations of this clause may subject the employee to disciplinary action under Article 15.

1 ARTICLE 25

2 PUBLIC OFFICE LEAVE

3 Every permanent Classified Bargaining Unit Member who is elected to public  
4 office shall be granted an unpaid leave of absence from his/her duties as an employee  
5 of the District, upon written request, for the term of office. Such leave shall not affect  
6 the classification of the Classified Bargaining Unit Member or any rights under this  
7 Agreement.

8 No remuneration shall be awarded by the District for such public office duties.  
9 However, during the term of such absence, the permanent Classified Bargaining Unit  
10 Member may be employed by the District to render service in less than full-time capacity  
11 for such compensation and conditions as may be mutually agreed upon on a case-by-  
12 case basis.

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

18 A substitute employed to replace the permanent Classified Bargaining Unit  
19 Member on public office leave shall not have any right to such position following the  
20 return of the Classified Bargaining Unit Member to his/her assignment.

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ARTICLE 26

MILITARY LEAVE

Classified Bargaining Unit Members on military leave shall be entitled to rights as provided by State and Federal law.

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ARTICLE 27

WORKERS' COMPENSATION

The provisions of Workers' Compensation laws are applicable to all employees within the State of California. 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 Classified Bargaining Unit Member, together with his/her supervisor, shall complete and forward to the Risk Management Office Form B-28, Accident Investigation Form, as soon as possible after an injury occurs.

All Classified Bargaining Unit Members are to be referred to the District's medical provider network. Alternatively, at the Classified Bargaining Unit Member's option, he/she may elect to pre-designate personal physicians who are licensed medical doctors (M.D.). Chiropractors and other health practitioners are not authorized for pre-designation in accordance with State law.

This section shall conform to all applicable statutes and case law governing Worker's Compensation, including all subsequent revisions and updates.

Worker's Compensation laws are governed by governmental agencies and as such, shall not be subject to Article 16 grievance procedures of this agreement. Affected employees shall seek remedies through proper administrative channels to the respective governmental agencies.



1 ARTICLE 28

2 INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

3 Eligibility

4 It is the legal obligation of the Board of Education to adopt rules and regulations  
5 for industrial accident or illness leave of absence for persons employed in classified  
6 positions.

7 Board policy pertaining to industrial accident or illness leave shall apply to all  
8 Classified Bargaining Unit Members of the Fontana Unified School District.

9 Length

10 Allowable leave shall be sixty (60) working days in any one (1) fiscal year for  
11 each incidence of accident or illness.

12 When an industrial accident or illness leave overlaps into the next fiscal year, the  
13 classified employee shall be entitled to only the amount of unused leave due him/her for  
14 the same incidence of accident or illness.

15 Allowable leave shall not be accumulated from year to year. Industrial accident  
16 or illness leave shall commence on the first day of absence.

17 Such leave shall be reduced by one (1) day for each day of authorized absence,  
18 regardless of a temporary disability indemnity award.

19 Compensation

20 Any classified employee who is absent because of injury or illness occurring in  
21 the course of employment and for which he/she is receiving temporary disability benefits  
22 under Workers' Compensation shall not be entitled to receive salary from the District  
23 which, when added to temporary benefits, will exceed a full day's salary.

24 Upon termination of an industrial accident or illness leave, the Classified

1 Bargaining Unit Member shall be entitled to sick leave benefits provided by the District.  
2 If the Classified Bargaining Unit Member continues to receive temporary disability  
3 indemnity, he/she may elect to take as much of his/her accumulated sick leave which,  
4 when added to his/her temporary benefits, will result in a payment to him/her of not  
5 more than his/her full salary.

6 The District shall provide the member, prior to the conclusion of the sixty (60) day  
7 industrial accident or illness leave entitlement, with a written statement providing the two  
8 (2) options that are available regarding temporary disability indemnity benefits after the  
9 sixty (60) day industrial accident or illness leave entitlement has been exhausted.  
10 Option 1 shall be the utilization of sick leave that, when added to the disability benefits,  
11 will result in a full paycheck, and Option 2 would allow a member to receive the disability  
12 benefits only.

13 When sick leave is used in conjunction with temporary disability indemnity  
14 benefit, it shall be reduced only in that amount necessary to provide a full day's salary  
15 when added to such temporary disability indemnity benefits.

16 The Classified Bargaining Unit Member shall be notified by the District as to the  
17 extent or amount of sick leave being utilized in conjunction with temporary disability  
18 indemnity benefit under Workers' Compensation.

19 When a Classified Bargaining Unit Member utilizes sick leave in conjunction with  
20 temporary disability indemnity benefit, he/she shall be paid the difference between the  
21 temporary disability indemnity benefits payment and his/her regular salary.

22 In accordance with Option 1 for temporary disability indemnity benefits, a  
23 Classified Bargaining Unit Member who elects to utilize accumulated sick leave that  
24 when added to the temporary disability indemnity benefit will result in a full pay check

1 will automatically begin use of his or her extended sick leave (100 day half-pay bank) at  
2 whatever point their accumulated sick leave entitlement is exhausted. When either  
3 accumulated sick leave or extended sick leave (100 day half-pay bank) provisions are  
4 used in conjunction with temporary disability indemnity benefits, they shall be reduced  
5 only in that amount to provide a full day's salary when added to the temporary disability  
6 indemnity contribution.

7 Any Classified Bargaining Unit Member receiving benefits during periods of  
8 industrial accident or illness leave shall physically remain within the State of California  
9 unless the Board of Education authorizes travel outside the State.

10 Any absence which is supported by a doctor's off-work order and which is verified  
11 as qualifying for Workers' Compensation is an absence payable under industrial illness  
12 and accident leave. For special cases that cannot be immediately verified as a bona  
13 fide Workers' Compensation claim, the payroll charge will be made to the Classified  
14 Bargaining Unit Member's sick leave account.

15 If the claim is subsequently approved, an adjustment will then be made restoring  
16 to the Classified Bargaining Unit Member the sick leave previously charged from the  
17 first day of absence and a charge made in lieu thereof to industrial illness and accident  
18 leave.

19 In the event medical diagnosis or other facts reveal that an injury or illness  
20 originally ruled to be of industrial origin was not in fact such, payroll adjustments will be  
21 made to the Classified Bargaining Unit Member's sick leave account or any other action  
22 as necessary to correct overpayment to employee.

23 When a Classified Bargaining Unit Member receives "wage loss benefit" checks  
24 under the Workers' Compensation laws in conjunction with industrial accident or illness

1 leave, sick leave, vacation time, or extended sick leave benefits, the employee shall  
2 endorse "wage loss benefit" checks to the District. The District in turn shall issue the  
3 employee appropriate pay warrants.

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ARTICLE 29

UNION LEAVE OF ABSENCE

Leaves of absence for the purpose of accepting positions with the Local Union or International Union shall be available to a reasonable number of Classified Bargaining Unit Members for a maximum of thirty-six (36) months at any one time for employment by the Local or International Union. Said Classified Bargaining Unit Members shall be entitled to accumulated seniority, salary, fringe benefits or other remuneration by the District provided that the USW, USW Local 8599, or the Classified Bargaining Unit Member shall reimburse the District for the above mentioned entitlements.

All requests generated under Article 29 shall be submitted in a timely manner, which shall include two weeks prior notice. Any request less than two weeks shall not be unreasonably denied. The District will endeavor to approve such leaves provided that the impact upon the work force is not unreasonable.

1 ARTICLE 30

2 VACATION LEAVE

3 Classified Bargaining Unit Members shall be given full vacation credit for the  
4 month if he/she is in paid status for more than one-half the working days in the month.

5 Vacations shall be scheduled at the discretion of the District and, as nearly as  
6 possible, at the convenience of the Classified Bargaining Unit Member. The supervisor  
7 shall state the reason for any vacation request denial on the District Leave Document.  
8 District seniority shall be considered when multiple requests for the same vacation  
9 day(s) are submitted at a site or department on the same day.

10 If a paid holiday occurs during scheduled vacation, the Classified Bargaining Unit  
11 Member's accrued vacation leave shall not be docked for that day.

12 VACATION ACCRUAL

13 Vacation Leave shall accrue from the date the Classified Bargaining Unit  
14 Member first renders probationary service.

15 Vacations accrued by July 1 shall be taken by the following June 30; however,  
16 with the approval of the supervisor, a Classified Bargaining Unit Member who cannot  
17 use all vacation days may be permitted to carry-over a maximum of one (1) year's  
18 vacation allowance, based on the member's annual accrual.

19 Every Classified Bargaining Unit Member shall accrue vacation leave with pay at  
20 the rate of not less than one (1) working day for each month of service.

21 Beginning with the fifth year of continuous service, paid vacation time shall  
22 accrue at the rate of one and one-fourth (1-1/4) days for each month of service.

23 Beginning with the eleventh year of continuous service, paid vacation time shall  
24 be increased by five (5) days for full-time Classified Bargaining Unit Members. Full-time

1 Classified Bargaining Unit Members are defined as those working a five (5) day, eight  
2 (8) hour position. Classified Bargaining Unit Members working less than full-time are  
3 credited the above bonus days in proportion to their hours/months of service.

#### 4 MAXIMUM VACATION BALANCE

5 Effective July 1, 2016, once the Classified Bargaining Unit Member's vacation  
6 leave balance reaches two (2) years ("vacation maximum amount") of allocated  
7 vacation leave, no more vacation may be accrued (earned) until he or she reduces the  
8 accumulated vacation balance to below the vacation maximum amount either by  
9 vacation cash-out or vacation use. Adjustments to stop and restart vacation accrual will  
10 occur once per year, at the beginning of the fiscal year. No earning adjustments will  
11 occur during the fiscal year.

12 The District reserves the right to issue a one-time payout of the excess vacation  
13 for Classified Bargaining Unit Members who, effective July 1, 2016, have accrued  
14 unused vacation which exceeds the vacation maximum amount. Classified Bargaining  
15 Unit Members qualifying for a payout under this provision will be subject to all provisions  
16 of this Article, including but not limited to the vacation maximum amount. This  
17 paragraph will sunset on September 1, 2016.

#### 18 MANDATORY VACATION DAYS

19 Classified Bargaining Unit Members may be assigned Mandatory Vacation Days  
20 as part of their regular assigned work year. These pre-assigned days shall be  
21 accounted for by the October pay period and not shown on his/her pay warrant. Any  
22 vacation days not designated as Mandatory shall be available for the Classified  
23 Bargaining Unit Member to use throughout the year with administrative approval.  
24 Members may check with the Payroll Department prior to utilizing Vacation Leave if they

1 are not sure of the actual hours available for use to avoid being docked pay for using  
2 vacation hours which are not available.

3 Classified Bargaining Unit Members who are recalled to work on days designated  
4 as Mandatory Vacation Days on their work calendar shall be reimbursed the same  
5 amount of vacation hours actually worked. Any hours worked in excess of those  
6 designated as Mandatory Vacation shall be paid out at the regular hourly rate of pay for  
7 the hours actually worked [e.g. A permanent five (5) hour Classified Bargaining Unit  
8 Member is called to work a six (6) hour assignment on a Mandatory Vacation Day. The  
9 Classified Bargaining Unit Member in this case would be reimbursed five (5) hours of  
10 vacation time to his/her vacation allowance and receive one (1) hour of pay for the  
11 additional hour at the additional assignment rate of pay].

#### 12 VACATION CASH-OUT

13 Based on their annual accrual, Classified Bargaining Unit Members may elect to  
14 “cash-out” up to five (5) days of unused, accrued vacation to be paid in the form of  
15 salary at the unit member’s regular rate of pay. Vacation allowance that is designated  
16 as or scheduled to be used for Mandatory Vacation Days shall not be cashed out.  
17 Requests for salary in lieu of unused, accrued vacation shall be submitted by the  
18 Classified Bargaining Unit Member to the Payroll Department no earlier than June 1 and  
19 no later than June 30.

20 Each year, the District will automatically cash-out up to five (5) days of excess,  
21 unused, accrued vacation for those Classified Bargaining Unit Members whose vacation  
22 balances exceed the vacation maximum amount as of June 30. Only unused, accrued  
23 vacation that exceeds the vacation maximum amount will be automatically cashed out  
24 up to five (5) days. “Automatically” and “automatic” as specified herein means without



1 requiring the written vacation cash-out request from the Classified Bargaining Unit  
2 Member.

3       Should a Classified Bargaining Unit Member, whose excess vacation is  
4 automatically being cashed out by the District, submit to Payroll a cash-out request by  
5 the deadline, the request will be processed for the difference between five (5) vacation  
6 days and the number of vacation days that have been or will be automatically cashed  
7 out.

8       Classified Bargaining Unit Members qualifying for a payout under this provision  
9 will be subject to all provisions of this Article.

10       A Classified Bargaining Unit Member who resigns or whose employment is  
11 terminated shall receive the paid vacation ("cash out") to which he/she is entitled at the  
12 time of severance.

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1 ARTICLE 31

2 HOLIDAYS

3 Classified Bargaining Unit Members shall be entitled to the following paid  
4 holidays provided they are in paid status during any portion of the working day  
5 immediately preceding or following the holiday:

6 Third Monday in January (Martin Luther King Day)

7 February 12 (Lincoln's Birthday) shall be on the Monday before Presidents' Day

8 Third Monday in February (Observance of Presidents' Day)

9 Last Monday in May (Memorial Day)

10 July 4 (Independence Day)

11 First Monday in September (Labor Day)

12 September 9 (Admission Day)

13 November 11 (Veteran's Day)

14 Thanksgiving Day (plus adjacent Friday)

15 Christmas Day

16 New Year's Day

17 When a legal holiday herein listed falls on a Sunday, the following Monday shall  
18 be a holiday. When a legal holiday herein listed falls on a Saturday, the preceding  
19 Friday shall be a holiday.

20 The District shall grant one (1) additional paid local holiday in connection with  
21 Christmas Day and one (1) additional paid local holiday in connection with New Year's  
22 Day.

23 The District shall grant one (1) additional paid non-work day for Classified  
24 Bargaining Unit Members to be known as a District Free Day. This holiday shall be

1 taken at the discretion of the District, not to disrupt services to students, departments, or  
2 sites, and in a way which limits the need for substitute coverage.

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1 ARTICLE 32

2 SAFETY AND HEALTH

3 The District shall make reasonable provisions for the safety and health of all  
4 employees during the hours of employment, and to review conditions brought to its  
5 attention for any corrective action which may be necessary.

6 Protective devices and other articles necessary to properly safeguard the health  
7 of all employees and protect employees from injury shall be provided by the employer.  
8 All employees shall comply with the District's reasonable rules, regulations and  
9 directives for wear and use of safety equipment as well as the District's reasonable  
10 rules, regulations, and directives designed to provide a safe and healthy workplace.

11 A Joint District-Union Safety Committee will be established to meet monthly.  
12 Requests for safety devices shall first be submitted to and reviewed by the Joint District-  
13 Union Safety Committee. The Union will designate its committee members.

14 A safety representative of the Union shall be allowed a maximum of sixteen (16)  
15 hours per month of paid release time to conduct business related to the Safety  
16 Committee.

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1 ARTICLE 33

2 DUES DEDUCTION

3 The District shall provide the Union with the names and work locations of new  
4 Classified Bargaining Unit Members and their addresses unless the Classified  
5 Bargaining Unit Member has requested that the address remain confidential.

6 The District will deduct monthly dues and initiation fees as designated by the  
7 International Treasurer-Secretary of the Union on the basis of individually-signed  
8 voluntary authorization cards and in a paid status for that pay period shall pay dues,  
9 service fee or contribution pursuant to Article 40, Union Security (Union Shop).

10 The dues collected shall be forwarded to the International Treasurer-Secretary at  
11 Five Gateway Center, Pittsburgh, Pennsylvania 15222, along with a list of those  
12 Classified Bargaining Unit Members and amounts deducted.

13 The District shall forward a monthly copy of the dues and check-off list to the  
14 Local Union Financial Secretary. (Send letter to Director, Fiscal Services)

15 The Union shall indemnify and hold the District harmless against any and all  
16 claims, demands, suits, or other forms of liability that shall arise out of or by reason of  
17 action taken or not taken by the District for the purpose of complying with any of the  
18 provisions of this Article.

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1 ARTICLE 34

2 SALARIES AND FRINGE BENEFITS

3 SALARIES

4 Effective July 1, 2014, it is agreed that the Classified Salary Schedule shall be  
5 increased by three and a half percent (3.5%) on all earned wages. Effective July 1,  
6 2015, it is agreed that the Classified Salary Schedule shall be increased by four percent  
7 (4%) on all earned wages. Effective July 1, 2016, it is agreed that the Classified Salary  
8 Schedule shall be increased by four and three-fourths percent (4.75%) on all earned  
9 wages. Effective July 1, 2018, it is agreed that the Classified Salary Schedule shall be  
10 increased by one and four-tenths percent (1.4%) on base salary. Effective July 1, 2019,  
11 it is agreed that the Classified Salary Schedule shall be increased by three and one-half  
12 percent (3.5%) on base salary.

13 All annual increases to be effective on July 1 of the identified year.

14 FRINGE BENEFITS

15 Effective July 1, 2015, longevity pay of Eight Hundred Fifty Three Dollars (\$853)  
16 will be increased to Nine Hundred Dollars (\$900) beginning with the 18<sup>th</sup> year of  
17 employment with the District, with an additional Nine Hundred Dollars (\$900) each four  
18 (4) years after the 18<sup>th</sup> year.

19 The anniversary increment is to be implemented as follows:

20 Year 18-21 \$900 total payment each year

21 Year 22-25 \$1,800 total payment each year

22 Year 26-29 \$2,700 total payment each year

23 Year 30-33 \$3,600 total payment each year

24 Any cost of living adjustment pursuant to the negotiated salary agreement for

1 each year shall be applied to the anniversary (longevity) increment(s) on an annual  
2 basis.

3 It is further agreed as follows:

4 Employees who work less than 12 months may elect to receive their salary over  
5 a 12-month period by entering the “Deferred Net Pay” under the terms and conditions  
6 established in the classified employee “Salary Reserve Program” providing by the  
7 County, provided that the employee submits a request to enter the program 10 days  
8 prior to the issuance of his/her first pay warrant each fiscal year.

9 The District shall provide dependent medical insurance coverage for a period of  
10 six (6) years following the death of a Classified Bargaining Unit Member who is covered  
11 under a District medical insurance plan at the time of the Classified Bargaining Unit  
12 Member’s death and who has at least 15 years of service with the District. Health and  
13 welfare benefits pursuant to Article 34 of the Collective Bargaining Agreement shall be  
14 maintained in regards to level of benefits, co-payments (if any), and carrier with rate  
15 increase as distributed by this Article.

16 Where contracted hours are increased (justifying additional fringe benefits at  
17 District expense), the Payroll Department will commence the adjusted fringe benefit  
18 entitlement in a similar manner to that addressed in the Master Contract for new  
19 employees between the District and the USW, Article 34, Salary and Fringe Benefits.

20 If an adjustment in hours occurs between the 1<sup>st</sup> and 15<sup>th</sup> for a particular month,  
21 the adjusted fringe benefit entitlement will commence effective the first of that month. In  
22 those instances wherein adjustments are to be activated beyond the 16<sup>th</sup> of the month,  
23 the adjusted fringe benefit entitlement will commence at the beginning of the following  
24 month.

1 HEALTH AND WELFARE BENEFITS

2           The District shall provide health and welfare benefits to all Classified Bargaining  
3 Unit Members as per District negotiated coverage plans as per this Article. The District  
4 shall cover the increased premiums for full-time members and the pro-rated share for  
5 part-time members who are participating. Any change in provider or substantial  
6 increase in premium will be subject to meet and negotiate.

7           The District will reimburse Classified Bargaining Unit Members with a district-  
8 employed spouse their qualified co-payment expenses (excluding taxable  
9 pharmaceutical items and dental and vision co-payments) provided, however, the  
10 reimbursements to spouses with part-time employment shall be based on the  
11 percentage of District paid benefit established in Schedule A. In order for medical co-  
12 payments to be reimbursable, they must be directly related to medical procedures or  
13 services within coverage guidelines and for a facility inside the provider network. In  
14 order for medical co-payments to be reimbursable, receipts must be received by the  
15 District within twelve (12) months from the date of the receipt transaction.

16           Receipts presented for reimbursement after the twelve (12)-month window may  
17 be considered by the District, in its discretion, if a severe or pervasive circumstance  
18 prevented the employee from submitting the receipts in a timely manner. Under no  
19 circumstances will reimbursement older than twenty-four (24) months be considered.  
20 Reimbursements will be paid within sixty (60) days of submission.

21           Employees eligible for less than 100% of full-time benefits shall select either one-  
22 party, two-party or three-party (family) coverage under one of the plans listed below.  
23 Such employees shall be eligible for District contribution to the premium for the plan  
24 selected according to number of hours worked as stated in Schedule A.



1 SCHEDULE A: MEDICAL PLAN AND OPTIONAL DENTAL PLAN

2	<u>Regularly Assigned Hours per Day</u>	<u>Percentage of Full-Time Benefits</u>
3	7.0 - 8.0	100.0
4	6.0 - 6.9	75.0
5	5.0 - 5.9	62.5
6	4.0 - 4.9	50.0

7 The maximum lifetime benefit per employee and each eligible dependent for  
8 orthodontia is One Thousand Five Hundred Dollars (\$1,500). There is an optional dental  
9 plan for those employees regularly assigned less than 7 hours per day.

10 OPTIONAL DENTAL PLAN

11 Please contact the Benefits Office for current fringe benefit allowances and  
12 employee contributions.

13 SCHEDULE B: LIFE INSURANCE BENEFIT ALLOCATION

14	<u>Regularly Assigned Hours per Day</u>	<u>Percentage of Full-Time Benefits</u>	<u>Level of Benefits</u>
15	7.0 - 8.0	100.0	\$50,000
16	6.0 - 6.9	75.0	\$37,500
17	5.0 - 5.9	62.5	\$31,250
18	4.0 - 4.9	50.0	\$25,000
19	3.0 - 3.9	37.5	\$18,750
20	2.0 - 2.9	25.0	\$12,500

21 GRANDFATHER CLAUSE

22 Classified Bargaining Unit Members employed prior to December 1, 1979 and:

- 23 1. Who, effective December 1, 1979, are covered by a District-sponsored  
24 family health and/or dental plan, a District-sponsored family vision plan, and a District-

1 sponsored employee-only life insurance plan prorated pursuant to Schedules A and B  
2 above; OR

3 2. Who, effective December 1, 1979, are covered by a District-sponsored  
4 two (2)-party health and/or family dental plan shall be provided a District-sponsored two  
5 (2)-party health and/or dental plan, a District-sponsored family vision plan, and a  
6 District-sponsored employee-only life insurance plan prorated pursuant to Schedules A  
7 and B above; OR

8 3. Who, effective December 1, 1979, are covered by a District-sponsored  
9 single-party health and/or dental plan shall be provided a District-sponsored single-party  
10 health and/or dental plan, a District-sponsored family vision plan, and a District-  
11 sponsored employee-only life insurance plan prorated pursuant to Schedules A and B  
12 above; OR

13 4. Who, effective December 1, 1979, did not participate in a health or dental  
14 plan and participated in a TSA plan or District-approved fringe benefit program to which  
15 the District contributed on December 1, 1979 shall receive a District-sponsored family  
16 vision plan prorated pursuant to Schedule B above and shall continue to receive a  
17 District contribution equal to the amount received February 1, 1979, not to exceed  
18 Ninety-Two Dollars (\$92) tenthly.

19 Classified Bargaining Unit Members who elect to change fringe benefit selections  
20 or who terminate employment or any benefit under Sections 1-4 above, shall be eligible  
21 to receive only the benefits provided in Section 3.

22 Classified Bargaining Unit Members employed after May 1, 1979 shall be eligible  
23 to participate in a District-sponsored family health and/or dental plan, a District-  
24 sponsored family vision plan, and an employee-only life insurance plan prorated

1 pursuant to Schedules A and B above.

2 PLAN ADMINISTRATION

3 Should the District provide to the Classified Bargaining Unit health plan benefits  
4 which are enhanced above that identified in Schedule A of this Article, the District and  
5 the Union agree to reopen negotiations regarding said benefits. District monies and  
6 provisions of Schedule A shall be applicable only to the current negotiated covered  
7 health plans.

8 Classified Bargaining Unit Members shall be responsible for payment of their pro-  
9 rata share through payroll deduction for fringe benefit selections which exceed the  
10 benefits provided herein. Should a Classified Bargaining Unit Member's employment  
11 terminate following the last day of the school year and before the commencement of the  
12 ensuing school year, such Classified Bargaining Unit Member shall be entitled to  
13 continued coverage under the health, dental, vision, and life plans until October 1 of the  
14 ensuing year. This benefit does not apply to Classified Bargaining Unit Members who  
15 retire and receive post-employment benefits per Article 42.

16 Classified Bargaining Unit Members hired or returning on or before the fifteenth  
17 (15th) day of the month shall receive full monthly benefits. Classified Bargaining Unit  
18 Members hired or returning on the sixteenth (16th) day of the month or after shall not  
19 receive benefits until the first (1st) day of the following month, as follows:

20 <u>Hire Date</u>	<u>Health and Welfare Effective Coverage Date</u>
21 January 1 through January 15	February 1
22 January 16 through January 31	March 1
23 February 1 through February 15	March 1
24 February 16 through February 28 (29)	April 1

1	March 1 through March 15	April 1
2	March 16 through March 31	May 1
3	April 1 through April 15	May 1
4	April 16 through April 30	June 1
5	May 1 through May 15	June 1
6	May 16 through May 31	July 1
7	June 1 through June 15	July 1
8	June 16 through June 30	August 1
9	July 1 through July 15	August 1
10	July 16 through July 31	September 1
11	August 1 through August 15	September 1
12	August 16 through August 31	October 1
13	September 1 through September 15	October 1
14	September 16 through September 30	November 1
15	October 1 through October 15	November 1
16	October 16 through October 31	December 1
17	November 1 through November 15	December 1
18	November 15 through November 30	January 1
19	December 1 through December 15	January 1
20	December 16 through December 31	February 1

21           New Classified Bargaining Unit Members must submit written designation of  
22 approved benefits to the Benefits Office within thirty (30) days following the date of  
23 employment. Classified Bargaining Unit Members who desire to alter their benefit  
24 participation must submit written designation during Open Enrollment thereof to the

1 Benefits Office in each successive year of this Agreement. Failure of Classified  
2 Bargaining Unit Members to timely designate benefits will disqualify them from eligibility  
3 for the month(s) in which the designation was not made on time. Once such  
4 designations have been timely submitted, they cannot be changed during the school  
5 year.

6 Benefits and conditions of the various programs are to be determined by their  
7 respective carriers. Any and all disputes arising out of the carriers' administration of  
8 their respective plans are to be resolved between the carrier and the affected Classified  
9 Bargaining Unit Member and are specifically excluded from the Grievance Procedure of  
10 this Agreement.

11 TRANSPORTATION DEPARTMENT

12 The District will provide fringe benefit eligibility on the "regularly assigned hours"  
13 of the basic route.

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ARTICLE 35

BULLETIN BOARD AND MAIL SERVICES

The Union shall have the right to post notices with an appropriate Union identification, regarding activities and matters of Union concern on designated bulletin boards, at least one (1) of which shall be provided at each site in areas frequented by Classified Bargaining Unit Members.

The Union may use the District mail service for communications to Classified Bargaining Unit Members. Copies of all Union material posted or distributed for general Union information shall be mailed via District mail to the Superintendent or designee in a specially designated envelope indicating immediate delivery to the Superintendent or designee prior to the time the information is posted, distributed, and/or placed in the District mail.

ARTICLE 36

CLOTHING

Classified Bargaining Unit Members are required to report to work dressed appropriately and professionally and practice personal hygiene for the job in which they are employed. However, it is not the District's practice to require uniforms. If during the term of this Agreement the District requires the wearing of uniforms, the District shall provide said uniforms and provide for their replacement in the event said uniforms are damaged as a result of wear during work. During the term of this Agreement, the District shall continue its current practice of laundering required mechanics' overalls.

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ARTICLE 37

MILEAGE ALLOWANCE

School District vehicles are to be used for school business only. District employees are required to use School District vehicles when available.

If a District vehicle is not available, a Classified Bargaining Unit Member may use his/her private vehicle for school business subject to prior approval by the site administrator or the Classified Bargaining Unit's employee's supervisor. In such event, the site administrator or supervisor will review the mileage incurred and submit a request for reimbursement to Business Services. No such request shall be allowed without the signature of the site administrator or supervisor verifying that the vehicle was used for school business. In the event of such verification, the Classified Bargaining Unit Member shall be reimbursed, upon request, at the current IRS business rate adjusted each fiscal year. Under no circumstances shall mileage reimbursement apply to travel between the Classified Bargaining Unit Member's residence and his/her place of work; mileage reimbursement shall be strictly limited to use for authorized school business.



ARTICLE 38

ATTENDANCE AT CONFERENCES

The District agrees to grant the Union sixty (60) full days of release time for attendance at out-of-District Union conferences. The leave shall be unpaid and taken in full-day increments, except that requests for travel in conjunction with said conferences shall be granted in one-half (1/2) day increments. All expenses related to said conference attendance shall be borne by the Classified Bargaining Unit Member or the Union. Union leave benefits provided herein shall not be used for the purpose of preparing for a strike in the Fontana Unified School District or to assist in a concerted activity in any other district which is intended to disrupt the instructional process.

Said leave shall not be granted without at least two (2) working days prior notification to the District, except in cases of emergency, and shall not be unreasonably denied.

The District agrees to allow up to an additional ten (10) days of release time with prior written justification to the Superintendent's Office which will not be unreasonably denied.

ARTICLE 39

CONCLUSIVENESS OF AGREEMENT

During the term of this Agreement, the District and the Union expressly waive and relinquish the right to meet and negotiate and agree that, except by mutual agreement, neither shall be obligated to meet and negotiate with respect to any subject or matter whether referred to or covered in this Agreement or not, even though each subject or matter may not have been within the knowledge or contemplation of either or both the District or the Union at the time they met, negotiated on, and executed this Agreement and even though such subjects or matters were proposed and later withdrawn.

ARTICLE 40

UNION SECURITY (AGENCY SHOP)

Effective the date of this Bargaining Agreement, the District shall grant an Agency Shop with the following provisions and requirements:

1. All Classified Bargaining Unit Members, and new Classified Bargaining Unit Members, shall become members of the Union within thirty (30) calendar days as condition of continued employment except as provided in paragraphs 2 and 3 of this section.

2. Present Classified Bargaining Unit Members, employed on or after October 6, 1977, or new Classified Bargaining Unit Members who, after thirty (30) calendar days of employment, do not join the Union, shall be required to pay a service fee equal to the amount due under the Union dues structure as a condition of continued employment.

3. Present Classified Bargaining Unit Members or new Classified Bargaining Unit Members who, after thirty (30) calendar days of employment, through religious affiliation or reason of compelling personal conviction cannot pay dues or service fees to the Union, shall be excluded from this Article and pay a like amount to one of the following organizations at the Classified Bargaining Unit Member's choice.

- |                           |                                |
|---------------------------|--------------------------------|
| UNITED WAY                | AMERICAN CANCER SOCIETY        |
| AIDS FOUNDATION           | JUVENILE DIABETES FOUNDATION   |
| AMERICAN LUNG ASSOCIATION | ALZHEIMER'S ASSOCIATION        |
| CITY OF HOPE              | MULTIPLE SCLEROSIS ASSOCIATION |
| RONALD McDONALD HOUSE     | AMERICAN HEART ASSOCIATION     |
| OPTION HOUSE              | MAKE-A-WISH FOUNDATION         |

1 (Verification of payments will be made available to the Union). This section is not  
2 subject to Article 16, Grievance Procedure.

3 4. The Union shall indemnify and hold the District harmless against any and  
4 all claims, demands, suits, or other forms of liability that shall arise out of or by reason  
5 of action taken or not taken by the District for the purpose of complying with any of the  
6 provisions of this Article.

7 5. In the event the Classified Bargaining Unit Member fails to maintain  
8 membership as required above and/or by applicable law, said Classified Bargaining Unit  
9 Member shall, upon written request from the Union, be terminated by the District.

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ARTICLE 41

TERMINATION DATE

Terms and conditions of this Collective Bargaining Agreement shall continue in effect through June 30, 2020. The District, the Union, or both, can each open up two (2) articles per year. In addition, the Union and the District both reserve the right to request that Article 34 (Salaries and Fringe Benefits) of this Collective Bargaining Agreement be re-opened every year.

Notice to amend or modify the terms and conditions of this Agreement shall be in writing and shall be given no sooner than ninety (90) days prior to July 1<sup>st</sup> of each year by either of the parties to this Agreement. Following the notice to amend or modify the terms and conditions of this Agreement, the parties shall meet for the purpose of negotiating a new Agreement. It shall be further agreed that during the term of this Agreement, the parties may mutually agree to reopen any Article for further negotiations which may lead to modifications of this Agreement.

Effective date: July 1, 2016; approved by Board of Education: September 9, 2019.

The terms and conditions of this Collective Bargaining Agreement shall be modified in accordance with any new or amended provisions agreed to by the parties during their 2016-2017, 2017-2018, 2018-2019, and 2019-2020 re-opening of negotiations.

1 ARTICLE 42

2 RETIREMENT HEALTH BENEFIT PROGRAM

3 The Retirement Health Benefit Chart included within this Article outlines health  
4 and welfare benefits available to Classified Bargaining Unit Member retirees based on  
5 their retirement effective dates.

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

10 The District's maximum health and welfare benefits allowance to the Classified  
11 Bargaining Unit retiree shall be equal to active Classified Bargaining Unit Member  
12 health and welfare benefits in accordance with the Amount of Coverage section in the  
13 Retirement Health Benefit Chart that is included in this Article.

14 MARRIED COUPLES BOTH EMPLOYED BY THE DISTRICT

15 For married couples, both of whom are employed by the District, arrangements  
16 may be made at the time of retirement for the health and welfare benefits to be utilized  
17 in a consecutive manner rather than concurrently. In this way, the protection to be  
18 enjoyed by married Classified Bargaining Unit retirees may be expanded to a maximum  
19 of twelve (12) years for full health and welfare benefits or sixteen (16) years for medical  
20 benefits only. Under these circumstances wherein Classified Bargaining Unit retirees  
21 would seek to defer the activation of benefits for a period of time not to exceed six (6)  
22 years (Plan A) or eight (8) years (Plan B), depending on the plan selected due to  
23 eligibility under these provisions, the District's responsibility to pay for fringe benefits  
24 shall remain at the same dollar amount in effect at the time of retirement. When

1 benefits are subsequently activated by the Classified Bargaining Unit retiree, the  
2 Classified Bargaining Unit retiree would be responsible to pay the difference in the rates  
3 from the date of retirement to the commencement of the benefits. Once the Classified  
4 Bargaining Unit retiree's participation is commenced, the Classified Bargaining Unit  
5 retiree's contribution shall remain constant and any subsequent increases in the costs of  
6 the benefit programs would be borne by the District.

#### 7 LIFETIME MEDICAL BENEFITS

8 Classified Bargaining Unit Members with a hire date of June 30, 2015 or before  
9 and serving the Fontana Unified School District with thirty- three (33) or more years of  
10 service will be granted lifetime medical benefits for the Classified Bargaining Unit  
11 Member and spouse during the lifetime of the Classified Bargaining Unit Member. Full  
12 retirement benefits shall be granted to the surviving spouse of a Classified Bargaining  
13 Unit Member who qualified for lifetime benefits under Article 42 until said surviving  
14 spouse remarries, or is eligible for Medicare benefits, but under no condition longer than  
15 six (6) or eight (8) years depending on the Classified Bargaining Unit retiree's selection  
16 at retirement. Notwithstanding the above, the retiring Classified Bargaining Unit  
17 Member and spouse will retain eligibility for the 6- or 8-year benefit option selected by  
18 the Classified Bargaining Unit retiree.

19 The Board of Education may, at its sole discretion after consultation with the  
20 Union and the District, provide retiree health and welfare benefits provided herein when  
21 in its consideration the circumstances of an individual situation warrant such action.

#### 22 OUT OF AREA RETIREES

23 A Classified Bargaining Unit retiree may elect to change medical carriers in the  
24 event that said Classified Bargaining Unit retiree moves to an area not covered by the

1 District's current health and welfare program. The District shall only be responsible to  
2 pay the current medical rates and any rate increases for which the retired Classified  
3 Bargaining Unit Member is eligible pursuant to this Article.

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**RETIREMENT HEALTH BENEFIT**  
**CHART**

Retirement Date	July 1, 1992 and Thereafter	
<b>Age Requirement</b>	Age 50	
<b>Years of Service</b>	15 years	
<b>Covered Individuals</b>	Employee and eligible dependents	
<b>Length of Coverage Prerequisite</b>	Bargaining Unit Member has been covered on the plan for one (1) year immediately preceding the 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 Classified Bargaining Unit 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 Classified Bargaining Unit 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 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 Classified 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 Hours per Day*</b>	<b>Maximum Monthly Contribution **</b>
	7 - 8.0	100%
	6 - 6.9	75%
	5 - 5.9	62.5%
	4 - 4.9	50%

\*Average hours per day worked during the last twelve (12) months of employment prior to retirement.

\*\*Percentages may vary depending upon Article 34 negotiations agreement.

1 ARTICLE 43

2 UNION RIGHTS

3 The Union being the exclusive representative for the purpose of meeting and  
4 negotiating shall fairly represent each and every employee in the Classified Bargaining  
5 Unit.

6 The District shall furnish the Union, upon request, information which is  
7 necessary, appropriate, and relevant for the Union to fulfill its responsibilities in  
8 connection with negotiations, grievance processing, and maintenance of the Collective  
9 Bargaining Agreement. Under normal circumstances, such information shall be  
10 provided within three (3) working days following the request unless otherwise specified  
11 by mutual written agreement.

12 The Union President shall be granted 100% release time from his/her regular  
13 duties in the District. The District will pay 100% of salary and fringe benefits, including  
14 other mandated costs, for release time of the Union President. Upon leaving the office  
15 of President, he/she shall be reinstated to his/her former position or, at his/her election,  
16 may apply for other positions in the District for which he/she is qualified.

17 Upon reinstatement, the District shall pay the President the same salary and  
18 fringe benefits he/she would otherwise have received without loss of seniority or other  
19 rights and benefits. It is agreed and understood that while serving in the capacity as  
20 President of the Union, the individual remains a Classified Bargaining Unit Member of  
21 the District. On those days that the Union President is on vacation, sick leave, jury duty,  
22 bereavement or conference leave, the USW Local 8599 shall be granted up to thirty-five  
23 (35) additional days of leave to maintain coverage for the Union President, as  
24 necessary. Presidential Coverage is defined narrowly as those times when the

1 Classified Bargaining Unit Member has to step into the President's role to make  
2 decisions or act as the President, in relation to those items of business which pertain to  
3 the role of President of USW, Local 8599. Examples include signing documents on  
4 behalf of the Union in the place of the President, representations at certain meetings  
5 where the presence of either the President or Acting President of the Local is required,  
6 or specific instances where the President requests that the Classified Bargaining Unit  
7 Member step in his/her place to represent the Local as an Acting President. Normal  
8 union business the Classified Bargaining Unit Member needs to conduct on behalf of  
9 the President, but which are not limited to presidentially exclusive roles such as  
10 employee discipline meetings, grievance meetings, Reduction in Force meetings or  
11 Union release for other Union business such as conference or Union membership  
12 meetings shall not count as Presidential Coverage, but rather debited from those  
13 appropriate leave sections, unless the meeting is of such nature that it is strictly within  
14 the exclusive purview of the President of the Local. If the Union determines that it  
15 needs a Classified Bargaining Unit Member to be released from work to be available at  
16 the Union Hall to stand in for the President in his/her absence, then that will be deemed  
17 to be Presidential Coverage even if there are no specific duties delineated as such. The  
18 above is an illustrative list and by no means exhaustive nor comprehensive as to the  
19 situations which may come up. The Union and District agree to act in good faith in  
20 interpreting what constitutes Presidential Coverage.

21 Presidential Coverage must be requested in writing to the Superintendent or  
22 designee at least three (3) working days in advance, if possible. The Superintendent or  
23 designee shall not unreasonably deny such requests. The Union shall reimburse the  
24 District at the District-incurred substitute employee cost or at the Classified Bargaining

1 Unit Member's daily rate of pay when no substitute is used for each day of leave  
2 requested. Any one individual Classified Bargaining Unit Member may use no more  
3 than ten (10) of the Presidential Coverage days during a school year.

4 The Union shall be provided with an additional seventy (70) paid working days of  
5 release time each fiscal year to be utilized when conducting Union business with each  
6 representative using no more than twenty (20) working days of said paid Union leave  
7 within each fiscal year. For the purpose of determining the representative's maximum  
8 of twenty (20) working days of union release, a day is defined as the number of hours  
9 worked in the representative's contract position.

10 The Union shall reimburse the District at the District-incurred substitute employee  
11 cost for the first thirty-five (35) days, and the remaining thirty-five (35) days at the  
12 Classified Bargaining Unit Member's daily rate of pay, or possible overtime expenses,  
13 for each day of Union leave expended and not reimbursed by the California State Board  
14 of Control.

15 Upon written request to the Superintendent or designee, the Union shall receive  
16 an additional fifty (50) days of release time for the fiscal year for conducting Union  
17 business. The Union shall reimburse the District at the Classified Bargaining Unit  
18 Member's daily rate of pay, or possible overtime expenses, for each day expended  
19 under this paragraph.

20 The Union recognizes the obligation to keep appropriate records for the purpose  
21 of establishing the necessary documentation for reimbursement of the costs involved in  
22 this provision which are obtainable through application to the State Board of Control by  
23 the District.

24 Every effort will be made to inform Classified Bargaining Unit Members to direct

1 communications to Union headquarters and not at the Union representative's work site  
2 or location. Exceptions to this provision may be considered appropriate when issues of  
3 employee health and safety or matters of urgency are involved.

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1 ARTICLE 44

2 DRUG AND ALCOHOL TESTING

3 A drug-free and alcohol-free workplace promotes employee safety and health.  
4 The District may require that an individual employee submit to a drug test in instances  
5 where the employee's demeanor, appearance, and/or conduct present reasonable  
6 suspicion that the individual's judgment is possibly impaired as the result of drug or  
7 alcohol consumption. Reasonable suspicion must be reported to a supervisor and/or  
8 District administrator.

9 The District agrees to provide such tests at no cost to the employee. The District  
10 further agrees that such tests be administered while the employee is on the paid time of  
11 the District. The employee will be placed on a paid administrative leave basis pending  
12 the outcome of the drug/alcohol test. If the test is negative, the employee will be so  
13 notified and returned to work. If the test is positive, the test results will be used to offer  
14 the employee the opportunity to participate in a rehabilitation program through the  
15 District-sponsored employee assistance program or medical benefit program, and any  
16 other progressive disciplinary action.

17 In the event that an employee refuses to submit to a drug or alcohol test, such  
18 refusal will be the equivalent of a positive test result.

19 A letter of intent clarifying the application of this Article as follows:

20 1. That the article in no way relates to implementation of random or post-  
21 accident testing pursuant to the Federal Omnibus Transportation act.

22 2. That the Article in no way modifies the District's position as stated in  
23 Article 15.

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ARTICLE 45

MEMORANDA OF UNDERSTANDING

All Memorandums of Understanding agreed to shall remain in effect unless the parties agree to a specified time limit.

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1 ARTICLE 46

2 REDUCTION IN FORCE

3 The District will comply with all applicable laws and codes regarding Reduction in  
4 Force.

5 Length of continuous service (District seniority/initial date of hire as contract  
6 permanent employee) shall be controlling.

7 For purposes of this clause, the phrase "length of continuous service with the  
8 District" shall mean continued service as a permanent Classified Bargaining Unit  
9 Member of the Fontana Unified School District. The length of continuous service shall  
10 be calculated from the date the Classified Bargaining Unit Member first renders paid  
11 service to the District in permanent status. During probation, the Classified Bargaining  
12 Unit Member does not accrue seniority. Following completion of probation, the  
13 Classified Bargaining Unit Member's seniority will be calculated from the date he/she  
14 first rendered paid service in probationary status.

15 Length of continuous service shall be broken only by:

- 16 1. Termination for Just Cause.
- 17 2. Resignation.
- 18 3. Retirement.
- 19 4. Lay-off for a period of thirty-nine (39)-months.
- 20 5. Failure to return to work after authorized leave of absence.

21 Acceptance of the definition of "length of continuous service" by the Union  
22 constitutes on its behalf of the employees in the Classified Bargaining Unit a clear,  
23 specific and unequivocal designation of its rights and the rights of Classified Bargaining  
24 Unit Members it represents to use date of hire, under Section 45308 of the Education



1 Code.

2 The following procedure will be followed when two (2) or more Classified  
3 Bargaining Unit Members begin rendering paid service on the same day:

4 1. In the event that two (2) or more Classified Bargaining Unit Members  
5 render paid service in the same classification on the same day, the order of employment  
6 shall be determined by lot drawn by the Associate Superintendent, Human Resources,  
7 or designee.

8 2. The above drawing by lot will be done in the Human Resources Office,  
9 and present at such drawing will be the Associate Superintendent, Human  
10 Resources/Designee, the Union President/Designee, and a third person, to be  
11 appointed by the Associate Superintendent, Human Resources.

12 3. In the event that a Classified Bargaining Unit Member has previously been  
13 a substitute employee in the District in the classification being filled, the substitute  
14 service will be considered for seniority purposes.

15 For example, if three (3) individuals are hired on the same date and one of them  
16 has been a substitute employee for nine (9) months, and another one has been a  
17 substitute employee for six (6) months, and the third individual has had no substitute  
18 experience, the individual with the nine (9) months of substitute service will be counted  
19 as having seniority over the other two (2) individuals. In no event is it to be construed  
20 that the original date of substitute service will be the original date of hire. The date of  
21 hire will be the date which the Classified Bargaining Unit Member is approved for  
22 permanent employment in the District. Accordingly, the District acknowledges length of  
23 service as a substitute employee only as it pertains to assigning a date of hire within this  
24 clause.

1           4.     When the order of employment has been established, such notice shall be  
2 entered on the employee's employment record.

3           5.     This procedure is to be utilized only for the purpose of assigning a date of  
4 hire when there are multiple applicants. All other rules and procedures will continue in  
5 effect pursuant to Board Policy and laws.

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