

#800240

**COLLECTIVE BARGAINING
AGREEMENT**

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

1,100

(classified)

**EFFECTIVE JULY 1, 2001
THROUGH JUNE 30, 2004**

Modified April 2002

130 pages

10/16/02

FONTANA UNIFIED SCHOOL DISTRICT
9680 Citrus Avenue
Fontana, California

BOARD OF EDUCATION

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SUPERINTENDENT

Dr. Karen J. Harshman

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On Behalf Of Local Union 8599

Patricia J. Peoples, Ed.D.
Chief Spokesperson
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Chief Spokesperson
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1 ARTICLE 1

2 AGREEMENT

3 This Agreement is entered into by and between the Fontana Unified School District
4 (hereinafter referred to as "District") and the United Steelworkers of America (hereinafter
5 referred to as "Union"), on behalf of Local 8599.

6 It is hereby agreed that the 1998-2001 Contract between the parties shall be
7 maintained in full force and effect, except as modified in the documents attached hereto
8 and made a part hereof:

9 Article 1 - Agreement

10 Article 12 - Hours of Work

11 Article 13 - Overtime

12 Article 20 - Jury Duty/Court Appearance

13 Article 30 - Vacation Leave

14 Article 34 - Salaries and Fringe Benefits

15 Article 41 - Termination Date

16 Article 45 - Memoranda of Understanding

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

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ARTICLE 2

RECOGNITION

The District hereby recognizes the Union as the exclusive representative for classified employees in the recognized bargaining unit.

The classified bargaining unit is comprised of all regularly assigned full-time, probationary and permanent classified employees and all regularly assigned part-time, probationary and permanent classified employees occupying positions scheduled for eight (8) hours a week or more.

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

- | | |
|-----------------------------|---------------------------|
| Substitute Employees | Noon Duty Aides |
| Recreation Leader Positions | School Crossing Guards |
| Student Employees | All Police Services Staff |

Management Team classified positions, including but not limited to:

- Assistant Superintendent, Business Services
- Director, Planning & Risk Management
- Director, Instructional Technology
- Director, Fiscal Services
- Director, Food Services
- Director, Information Systems/Research
- Director, Maintenance and Operations
- Director, Purchasing
- Director, Transportation
- Assistant Director, Information Systems/Research

1 Director, Facilities Expansion/Special Projects
2 Assistant Director, Maintenance and Operations
3 Coordinator, Certificated Personnel
4 Coordinator, Classified Personnel
5 Coordinator, School Police Services
6 Coordinator, Workers' Comp/Safety
7 Coordinator, Printing & Graphics
8 Executive Secretary, Superintendent
9 Special Projects Coordinator/Energy Spec.
10 Supervisor- Carpentry, Custodial, Garage, Grounds, Mechanical Systems,
11 Paint, Special Equipment, Warehouse
12 Supervisor, Accounting
13 Coordinator, Transportation
14 Captain, School Police Services
15 Coordinator, Food Services
16 Purchasing Assistant
17 Transportation Operations Supervisor
18 Coordinator, Garage
19 School Peace Officer III
20 Psychologist Intern
21 Assistant Supervisor- Custodial, Grounds
22 Lead Payroll Technician
23 Benefits Technician
24 Executive Secretary - Business, Educational Services, Personnel
25 Fiscal Accountant

1	Information Center Coordinator
2	Warehouse Operations Assistant
3	Bus Route Technician/Driver Trainer
4	Leadperson - Quick Print Pressroom
5	Leadperson/Trainer- Custodial
6	Transportation Dispatcher
7	Accounting Technician
8	Administrative Secretary- Maintenance and Operations, Personnel, Planning
9	& Risk Management
10	Budget Technician
11	Personnel Technician
12	Senior Dispatcher Clerk
13	Senior Payroll Clerk
14	D.A.R.E. Officer
15	Leadperson - Custodial, Mail Services
16	School Peace Officer II
17	Planning & Risk Management Technician
18	School Peace Officer I
19	Senior Secretary - Maintenance and Operations, Transportation
20	Workers' Compensation Assistant
21	Substitute Desk Technician
22	Assistant Coordinator, Food Production
23	Dispatcher/Clerk
24	Senior Clerk Typist
25	Clerk Typist, Personnel

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

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

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 bargaining unit member.

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ARTICLE 4

NON-DISCRIMINATION

The District and Union agree that there shall be no unlawful discrimination on account of race, religion, national origin, color, sex, age, or physical limitations.

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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 other law, or by decision of any court, be declared or held illegal, void or unenforceable, the remaining portions of this Agreement shall continue to be valid and in full force and effect.

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ARTICLE 6

DISTRICT RIGHTS

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

Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided and the methods and means of providing them; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocations; determine the methods of raising revenue; take action in the event of emergency, i.e., act of God, natural disaster, act of war, declaration of martial law, strike, insurrection, revolution, flood, earthquake, fire, epidemic, plague, power failure or energy crisis; hire, assign, transfer, terminate, and discipline for Just Cause unit members.

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

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

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 bargaining unit employees to be laid-off, or not be recalled, or a reduction in employees' hours.

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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 any
4 time to displace employees employed in the bargaining unit, except in emergencies, when
5 bargaining unit employees are not available or have refused to do the work as assigned or
6 for purposes of training; nor shall this clause be used to require the District to assign
7 overtime work.

8 SUPERVISORS

9 The District agrees that supervisors shall not perform bargaining unit work except for
10 the purposes of training, when bargaining unit members are unavailable or have refused to
11 do the work or in cases of emergency. This clause shall not be used to require the District
12 to assign overtime work.

13 NON-UNIT EMPLOYEES (SUBSTITUTES)

14 Non-unit employees shall not be used at any time to displace employees in the
15 bargaining unit, or be used by the district in-lieu of permanently filling a vacant position,
16 except when bargaining unit members have refused to do the work, in emergencies, or
17 when bargaining unit members are not available to perform the work. The district may,
18 however, employ substitute employees to work for bargaining unit members who are
19 temporarily absent from their jobs, and pursuant to Education Code 45103 and this
20 agreement, substitute employees may be employed by the district as soon as a position is
21 vacant and for up to one hundred and five (105) calendar days after the district has posted
22 that vacancy.

ARTICLE 9

PROMOTIONS OUT OF THE BARGAINING UNIT

An employee promoted into a non-unit position within the District will continue to accumulate seniority and may be returned by the District or at his/her request to the job he/she left. However, such returning employee shall not displace an existing bargaining unit member, except in cases of a reduction in force where Article 10 is controlling.

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1 ARTICLE 10

2 JOB VACANCIES

3 When a vacancy or anticipated vacancy develops, the District shall post the vacancy
4 or anticipated vacancy for a minimum of five (5) working days listing the position to be
5 filled, job description, qualifications and rate of pay. When additional vacancies of the
6 same classification occur within three (3) months of the original posting, the District shall
7 have the right to utilize applications received on the most recent posting as an applicant
8 pool, provided that any employee who has previously submitted an interest card for the
9 classification or locations known to be involved but has not elected to apply shall be
10 provided an additional five (5) day period to submit an application. Interest cards will
11 remain on file for the current school year and may be submitted at any time during the
12 school year. The District may simultaneously recruit for the vacancy from any other
13 source.

14 The posting shall be at all locations where members of the bargaining unit work.

15 Any employee who wishes to apply for a position vacancy shall submit a completed
16 application for classified employees to the Personnel Services Office within the period
17 specified in the posting.

18 Employees who are on authorized leave of absence during the posting period must
19 apply for the vacancy no later than five (5) working days after the posting period ends.
20 Employees who are not employed during the summer months or who are off-track at a
21 CSP school or who are on authorized leave and who wish to be notified of vacancies which
22 occur during that time must submit written notice to the Personnel Services Office prior to
23 their absence or leave; such notice must include the employee's mailing address. The
24 District shall have fulfilled its responsibility of notifying the employee of said vacancy during
25 the posting period by placing a copy of the posting in the U.S. Mail, postage prepaid and

1 addressed to the employee at the address said employee submitted to the Personnel
2 Services Office.

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

5 1. Skill and ability to perform the work as demonstrated by prior successful
6 experience and competence.

7 2. Physical fitness.

8 3. Length of continuous service.

9 The District shall, in evaluating criterion 1 (above) include a review of the
10 employee's current job performance and history of disciplinary activity within the past year
11 provided that the employee shall have had prior notification of the areas of performance
12 concern.

13 When, in the judgment of the District, a junior employee or an outside applicant
14 exceeds a senior employee in connection with factors 1 and 2 listed above, then the
15 District may select the junior employee or outside applicant for the vacant position. When
16 factors 1 and 2 above are relatively equal, length of continuous service shall be controlling.

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

19 A transfer is defined as a lateral movement from one job classification as listed on
20 the classified salary schedule to the same job classification in the same or any other office,
21 site, or department. Employees who request transfer under this definition must submit the
22 same completed application for classified employment as is required for promotions, and
23 will be subject to the same selection process as applicants for promotion.

24 When filling any vacant bargaining unit position, the District may, after adhering to
25 the procedures in this Article, select any bargaining unit member or any other applicant

1 | who is not currently a member of the bargaining unit for the appointment to the vacant
2 | position.

3 | In cases of reduction in force, the following factors shall apply:

- 4 | 1. Length of continuous service.
- 5 | 2. Skill and ability to perform the work as demonstrated by prior experience and
6 | competence.
- 7 | 3. Physical fitness.

8 | When factors 2 and 3 above are relatively equal, length of continuous service shall
9 | be controlling.

10 | For purposes of this clause, the phrase "length of continuous service" shall mean
11 | continuing service as a classified employee of the Fontana Unified School District from the
12 | date the employee first renders paid service to the District in probationary status, provided,
13 | however, that an employee does not accumulate seniority during probation; following
14 | completion of probation, and employee's seniority will revert to the date he/she first
15 | rendered paid service in probationary status.

16 | Length of continuous service shall be broken only by:

- 17 | 1. Termination for Just Cause.
- 18 | 2. Quit.
- 19 | 3. Retirement.
- 20 | 4. Lay-off for a period of two (2) years.
- 21 | 5. Failure to return after authorized leave of absence.

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1 Acceptance of the definition of "length of continuous service" by the Union
2 constitutes on its behalf of the employees in the bargaining unit a clear, specific and
3 unequivocal waiver of its rights and the rights of employees it represents, under Section
4 13746 of the Education Code and its successors, if any, including, but not limited to,
5 Section 45308 of the Education Code.

6 Effective April 4, 1994, it is agreed and understood by and between the District and
7 the Union that the following procedure will be followed when two (2) or more employees
8 render probationary service on the same day:

9 1. In the event that two or more employees render probationary service in a
10 classification on the same day, the order of employment shall be determined by lot drawn
11 by the Assistant Superintendent, Personnel Services, or designee.

12 2. The drawing by lot will be done in the Personnel Services Office, and present
13 at such drawing will be the Assistant Superintendent, Personnel Services/Designee, the
14 Union President/Designee, and a third person, to be appointed by the Assistant
15 Superintendent, Personnel Services.

16 3. In the event that an employee has previously been a substitute employee in
17 the District in the classification being filled, such substitute service will be considered in the
18 allocation of hire date for seniority purposes.

19 For example, if three (3) individuals are hired on the same date and one of them
20 has been a substitute employee for nine (9) months, and another one has been a
21 substitute employee for six (6) months, and the third individual has had no substitute
22 experience, the individual with the nine (9) months of substitute service will be counted as
23 having seniority over the other two individuals. In no event is it to be construed that the
24 original date of substitute service will be the original date of hire. The date of hire will be
25 the date which the employee is approved for permanent employment in this District.

1 Accordingly, it is the intent of the District to acknowledge length of service as a substitute
2 employee only as it pertains to assigning a date of hire.

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

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

8 GROUNDS DEPARTMENT EQUIPMENT OPERATOR VACANCIES

9 1. In the event that a vacancy occurs within the Grounds Department in one of
10 the Range 15 positions, the vacancy will be filled immediately on an interim basis by the
11 Supervisor of the Grounds Department. Seniority will be taken into consideration, amongst
12 other factors of skill and ability and physical fitness, but it shall not be the controlling factor
13 in the selection process. Employees assigned to these positions shall be compensated at
14 Range 15 to commence with the first day of service.

15 2. The District agrees to staff the Grounds Department with the number of
16 positions that are required to operate daily the existing equipment and to perform the more
17 independent responsible grounds and gardening work that can reasonably be considered
18 appropriate under the current job description. The distinction in the equipment that is
19 appropriate for Groundskeepers (Range 12) and Equipment Operator (Range 15) is the
20 concept of "hand equipment" (e.g., hoes, rakes, brooms, and other hand-held tools such as
21 trimmers, etc.) as opposed to larger than hand-held equipment (e.g., large power movers,
22 power edgers, power trimmers, trucks, skip loader, back hoe, and tractors).

23 3. In the event of temporary absences within the department, it becomes
24 necessary to assign Range 12 Groundskeepers to Range 15 Equipment Operators, the
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1 employee temporarily assigned to the Range 15 Equipment Operator position will be
2 compensated at Range 15 in accordance with Article 12 of the Master Contract.
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Classified Interview/Selection Form

Applicant's Name:

(Last)

(First)

(Initial)

Position Applied for:

PART I - BACKGROUND

Review of background, and experience shall include a review of the employee's current job performance.

Comments:

40 Total Possible Points: _____

PART II - INTERVIEW

Assessment of the quality of response to job-related questions addressing knowledge, skill and ability of the position.

Comments:

35 Total Possible Points: _____

PART III - JUDGEMENT

Select the number most appropriate (5 being the highest; 1, the lowest)

	5	4	3	2	1
Knowledge:					
Personality:					
Attitude:					
Appearance:					
Potential:					

25 Total Possible Points: _____

Grand Total - 100 Possible Points: _____

Interviewer Signature _____

Date _____

#1
CLASSIFIED APPLICANT TALLY SHEET

APPLICANT _____

POSITION _____

DATE _____

ITEM	POINTS	TYPE OF TEST(S)	WEIGHT/TOTALS
Written Test #1	_____	(_____)	(30%)
Written Test #2	_____	(_____)	
Written Test #3	_____	(_____)	
Total	_____	divided by # of tests =	_____ x .30 = _____ (A)
Performance Test #1	_____	(_____)	(30%)
Performance Test #2	_____	(_____)	
Performance Test #3	_____	(_____)	
Total	_____	divided by # of tests =	_____ x .30 = _____ (B)

Interview Score(s)	Interviewer's Names	
_____	_____	
_____	_____	
_____	_____	(40%)
_____	_____	
_____	_____	
_____	_____	
Total	_____	divided by # of Interviewers = _____ x .40 = _____ (C)

GRAND TOTAL _____
(A, B, C above)

RANK: _____ Tallied by: _____

Comments: _____

(Written and Interview)

#2
CLASSIFIED APPLICANT TALLY SHEET

APPLICANT _____

POSITION _____

DATE _____

**PERFORMANCE
ITEM**

POINTS

TYPE OF TEST

WEIGHT/TOTALS

Written Test #1	_____	(_____)	(50%)
Written Test #2	_____	(_____)	
Written Test #3	_____	(_____)	
Total	_____	divided by # of tests = _____	x .50 = _____(A)

Interview Score(s)

Interviewer's Names

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(50%)

Total	_____	divided by # of	
		Interviewers = _____	x .50 = _____(B)

GRAND TOTAL _____
(A, B above) _____

RANK: _____ **Tallied by:** _____

Comments: _____

(Interview only)

#3
CLASSIFIED APPLICANT TALLY SHEET

APPLICANT _____
POSITION _____
DATE _____

Interview Score(s)

Interviewer's Names

(100%)

Total

divided by # of Interviewers = _____ = _____ (A)

GRAND TOTAL _____
(A above)

RANK: _____

Tallied by: _____

Comments: _____

CLASSIFIED APPLICANT TALLY SHEET

APPLICANT _____
 POSITION _____
 DATE _____

<u>ITEM</u>	<u>POINTS</u>	<u>TYPE OF TEST</u>	<u>WEIGHT/TOTALS</u>
Performance Test	_____	(_____)	(50%)
Performance Test	_____	(_____)	
Performance Test	_____	(_____)	
Total	_____	divided by # of tests = _____	x .50 = _____
Interview Score(s)		<u>Interviewer's Names</u>	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	(50%)
	_____	_____	
	_____	_____	
Total	_____	divided by # of interviewers = _____	x .50 = _____
		GRAND TOTAL	_____
		(A, B above)	

RANK: _____ Tallied by: _____

Comments: _____

1 ARTICLE 11

2 NEW OR CHANGED JOB CLASSIFICATION

3 The job description and classification for each job in effect as of the date of this
4 Agreement shall continue in effect unless:

- 5 1. The District changes the job content (requirements of the job as to knowledge
6 and skills, mental effort, responsibility and working conditions); or
7 2. The description and classification are changed by mutual agreement of the
8 Joint Union and Management Reclassification Committee.

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

14 1. The proposed description will be developed and submitted to the Joint Union
15 and Management Reclassification Committee, who shall promptly review such new or
16 changed job description to determine if the job description and range accurately reflect the
17 scope of the job as currently performed and/or as proposed. In order to expedite a new job
18 position, a Joint Union and Management Reclassification Subcommittee may be
19 established and utilized to do final classification work on each new job. The Joint Union
20 and Management Subcommittee shall be composed of not less than one representative
21 from each side, who shall be permanent members of the Joint Union and Management
22 Reclassification Committee.

23 2. If the Joint Union and Management Reclassification Committee agree on the
24 new job description and the assigned salary range, the job description shall then be
25 forwarded to the Board of Education for approval and implementation. If, however, a

1 bargaining unit member assigned to work in that job description does not agree with the
2 Reclassification Committee decision, the bargaining unit member's sole remedy shall be
3 one (1) appeal to the full six (6) member committee, which shall promptly meet with the
4 employee to review the matter and to render a final decision. The decision of the
5 Committee in this situation shall be final and shall not be subject to the grievance process.

6 If the Joint Union and Management Reclassification Committee is unable to agree
7 upon the proposed new or changed description, the District may install the new or changed
8 job description and classification to which the employee or employees assigned to work
9 under that job description may, at any time within twenty (20) days from the date of
10 installation, file a grievance with the District, limited to the allegation that the salary rate
11 assigned to the revised job is improper.

12 3. Any adjustment in the rate will be effective as of the date the new job was
13 established or the change or changes installed. No change in job classification and/or
14 description may be requested if employees are assuming duties and/or responsibilities on
15 their own. However, if the District, on a recurring basis, directs such new assignments or
16 changes in the job content, or if an employee alleges that his or her current job description
17 does not accurately reflect duties currently being performed by the employee, or that he or
18 she is performing duties outside of his or her current job description, an employee
19 assigned to work in that job classification may request a change in that job classification
20 and/or job description and/or reclassification to the appropriate classification by submitting
21 such a request to the Joint Union and Management Reclassification Committee on the
22 appropriate district-approved "Request for Reclassification" form. The Reclassification
23 Committee shall then meet with the affected employee and render a final decision pursuant
24 to the procedures outlined in sub-sections #1 and #2 above. Provided that no employee
25 shall be allowed to resubmit a request for reclassification of the same position for a period

1 of 12 calendar months from the completion of the initial analysis and appeal process as
2 provided in subsection 2 above, unless a significant change has occurred in the job
3 description or duties of the employee (as per page 24, lines 10 and 11).

4 The Joint Union and Management Reclassification Committee shall be composed of
5 three (3) representatives from each side, two of whom shall be permanent members of the
6 committee. The three members shall be appointed by each side at their discretion. Each
7 member shall become fully trained and experienced in the use of the Modified Hays
8 Evaluation Method (as adopted by the Board of Education), and the Reclassification
9 Committees procedures and process. Each side must maintain at least 2 alternates. New
10 members shall be trained by the other committee members before participating but must
11 attend the next scheduled formal training session to become permanent committee
12 members (absent urgent extenuating circumstances). No person shall be appointed to the
13 Joint Committee without first having been appropriately trained in the use of the Modified
14 Hays Evaluation Method as adopted by the Board of Education.

15 It shall be the goal of the Union and the District to participate in yearly
16 reclassification manual training sessions.

1 ARTICLE 12

2 HOURS OF WORK

3 NORMAL WORKDAY

4 The normal workday for full-time unit members shall be seven (7), eight (8), nine (9),
5 or ten (10) hours of work in a twenty-four (24) hour period which shall begin with the first
6 hour of the employee's regularly assigned shift.

7 Nine (9)- and ten (10)-hour days may be instituted and/or discontinued by the
8 District at any time if such action is to comply with applicable laws and/or policies of local,
9 state or federal regulatory agencies. The normal starting time for full-time unit members
10 shall be as follows:

11 (Shift "A") - No earlier than 5:00 a.m. nor later than 10:00 a.m.

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

16 Unit members working an abnormal workweek which includes Saturday will be paid
17 at their regular rate, and unit members working on Saturday and Sunday will be paid a
18 differential of seven and one-half percent (7-1/2%). The District has the right to eliminate
19 individual or all weekend work.

20 SHIFT DIFFERENTIAL

21 Unit members whose regularly assigned starting time is no earlier than 1:00 p.m. nor
22 later than 4:30 p.m. (Shift "B") shall receive an additional five percent (5%); unit members
23 whose regularly assigned starting time is no earlier than 10:00 p.m. nor later than 12:30
24 a.m. (Shift "C") shall receive an additional seven and one-half percent (7-1/2%).

1 Employees whose regular shift is twelve (12) hours per shift, between 5:00 p.m.
2 Friday and 5:00 a.m. Monday, having a total of thirty-six (36) hours, shall be paid for forty
3 (40) hours work and shall be considered on Shift "C".

4 In those instances where bargaining unit members are required, in writing, by their
5 supervisor to perform classified job duties outside of their regular classification,
6 compensation shall be provided to the bargaining unit member for performance of duties in
7 the higher classification which shall commence from the first day that such service is
8 rendered .

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

11 When necessary, school sites may develop, by mutual agreement, minimum day
12 schedules with flexible work hours to accommodate special needs.

13 ALTERNATIVE WORKWEEK

14 The Superintendent shall consider the implementation of alternative workweek
15 schedules in departments and circumstances meeting the following criterion:

16 1. The department does not normally render service directly to the community or
17 school sites on a 5 day per week basis.

18 2. Implementation of alternative workweek schedules can be predicted on the
19 basis of data to increase the productivity of the department.

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

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

1 Departments shall be required to submit a specific plan for the implementation of
2 alternative workweek schedules, which shall include specific evidence of a majority vote of
3 all employees in the department supporting the implementation of alternative workweek
4 schedules.

5 BREAKS AND LUNCH PERIODS

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

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

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

10 (Unpaid lunch breaks shall be no less than ½ hour and no longer than 1 hour. All
11 scheduled breaks and lunch periods must be pre-approved by the supervisor before
12 implementing.)

13 SUBSTITUTE CALLING PROCEDURES (INSTRUCTIONAL SUPPORT PERSONNEL)

14 Classified employees shall be placed on the substitute list in accordance with
15 original date of hire. This is inclusive of off-track employees. Substitutes will be called first
16 from the District list on a rotating basis and non-employees will be used only if there are no
17 District employees available. Site Administrators are not permitted to request specific
18 individuals for an assignment.

19 The substitute desk clerk shall use the rotating District employee list to fill each
20 absence. The substitute desk clerk shall not accept teacher requests for specific
21 individuals. In the event a specific individual is requested not to return to a site, this
22 request will be shared with the employee and put in writing to the Personnel Office.

23 Every effort shall be made to contact the District employee at home and work site. If
24 an employee cannot be reached, the substitute desk clerk shall call the next employee on
25 the list.

1 When an employee indicates he/she does not wish to substitute at a specific site,
2 this notation shall be made on the list. The employee shall not be called for these
3 assignments and the next employee on the list shall be contacted.

4 Substitutes shall only be assigned through the Personnel Office.

5 LONG-TERM SUBSTITUTE ASSIGNMENTS

6 Once a substitute is in a long-term assignment, that position is filled until the
7 assignment expires or the substitute can no longer perform the duties as assigned.

8 It is agreed and understood by and between the Fontana Unified School District
9 ("District") and the United Steelworkers of America, Local 8599 ("Union") that based upon
10 the Administration's and Union's interpretation of Board Policy 4040, and in conjunction
11 with the practices of the District, the rates of pay for permanent classified employees who
12 voluntarily perform services in additional assignments and work outside of their respective
13 classifications for short period of time or on a day-to-day basis shall be established as
14 provided for below:

15 Additional Assignments

16 Additional Assignments shall be defined as any work performed by a unit member
17 beyond or outside of their permanent contracted status, including substitute services on a
18 daily or extended basis. The following procedures shall be applied:

19 A. Permanent classified employees who work voluntarily outside of their regular
20 contracted work year in the performance of duties within their own classification shall be
21 compensated at their respective step on the salary schedule.

22 B. Permanent classified employees who work voluntarily outside of their regular
23 contracted work year in the performance of duties in a job-related (e.g. Teachers Aides,
24 Range 10; Special Education Aides, Range 10; or Clerk Typists, Range 10; Intermediate
25 Clerk Typists, Range 12, et cetera) classification higher than their own shall be

1 compensated at whatever step on the salary schedule would represent the next higher rate
2 of pay.

3 C. Permanent Classified employees who work voluntarily outside of their regular
4 contracted work year in the performance of duties in a classification lower than their own
5 shall be compensated at whatever step in that range which would provide a rate of pay
6 closest or equal to that normally earned by the employee, which in some cases may be
7 less than the employee's regular rate of pay, but shall not be more.

8 WORK OUTSIDE OF CLASSIFICATION

9 In circumstances wherein an employee is working for short periods of time or on a
10 day-to-day basis in a position in a higher job classification other than his/her own with the
11 expectation by the supervisor that the employee is fully performing all of the duties
12 required, the rate of pay provided shall be established at the appropriate range and step
13 that would provide the next higher rate of pay than that normally received by the unit
14 member.

15 PROCEDURES FOR EMPLOYEE PAYBACKS OF OVERPAYMENT REIMBURSEMENT

16 STEP 1: NOTICE

17 The Payroll Office will notify bargaining unit members immediately upon recognizing
18 that an error creating a probable overpayment has been identified. Notice will include a
19 statement that the Payroll Office is working to determine the amount of the overpayment
20 and information advising the employees who to contact in the Payroll department to
21 discuss the situation. Duplicate copies will be routinely forwarded to United Steelworkers
22 of America, Local Union 8599. Payroll staff will then proceed to make a preliminary
23 determination as to the amount of the overpayment.
24
25

1 STEP 2:

2 The standard approach identified in clause 4 for determining the schedule and
3 amount of repayment per pay period will be implemented except where the employee
4 requests a case-by-case analysis due to hardship.

5 STEP 3:

6 Where the implementation of the standard payback approach would create a severe
7 hardship due to such factors as fluctuation in payroll impact on fringe benefits change in
8 the standard work year, reduction in classification or hours, or a major episodic financial
9 hardship, the Payroll Department will work with the employee to develop a reasonable
10 repayment plan which will recover the overpayment as soon as possible. If scheduled
11 Payroll Department deadlines prevent the consideration of such hardship before the payroll
12 warrant is processed, the District will make every effort to utilize alternative payment
13 procedures to correct any arrears or ameliorate approved hardships.

14 CRITERION: STANDARD PAYBACK APPROACH

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

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

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

24 d. If approaches "a" through "c" do not fit the circumstances of amount of the
25 overpayment, a meeting will be arranged to develop a reasonable recovery plan.

1 Exceptions:

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

7 2) All of the above provisions will be suspended whenever the district terminates
8 an employee or receives a letter of resignation or *an approved leave of absence request
9 for six months or more. In such cases recovery of overpayment will be scheduled for
10 completion by the effective date of the leave of absence, resignation, or termination, if at all
11 possible.

12 *(Specific exceptions to the above are leaves under the provisions of California
13 Family Rights Act, Family Medical Leave Act, Industrial Accident (USWA Article 28, FTA
14 Article 12.12), Military (USWA Article 26, FTA Article 12.11).

15 It is the responsibility of each employee to review their pay warrant for any apparent
16 errors and report such as soon as possible to the Payroll Department.

17 SUMMER SCHOOL

18 It is agreed and understood between the Fontana Unified School District and the
19 United Steelworkers of America that the following guidelines will be used when hiring
20 summer school personnel:

21 1. Only employees able to meet summer school timelines (dates of summer
22 school) without conflicting/overlapping hours or dates of regular work schedules may apply
23 for summer school positions.

1 2. The Intermediate Clerk Typist position will be posted at the site where
2 summer school will be held, and only employees at that site may apply in order to maintain
3 continuity and availability to the summer school program.

4 Selection will be based on District seniority. If no person from the site fills the
5 position, the position will be posted District-wide. Selection will then be made per Board
6 AR 4224(a).

7 3. Campus Aide positions will be posted District-wide for summer school.
8 Selection will be made on District seniority as per Board Administrative Regulation 4224,
9 except that for initial staffing the two most senior applicants from each summer school site
10 will have priority at their school site.

11 TRANSPORTATION DEPARTMENT

12 Effective September 15, 1995, it is agreed and understood by and between the
13 District and the Union that time allocation for daily pre-trip inspection will be twenty (20)
14 minutes, and time allocation for sweeping and cleaning/closing the bus at the end of the
15 workday will be ten (10) minutes. The District and the Union agree to continue the current
16 payroll practice of rounding-up to fifteen (15) minute increments.

17 SENIORITY ROTATION – ADDITIONAL ASSIGNMENTS

18 Memorandum of understanding between the Fontana Unified School District and the
19 United Steelworkers of American Local 8599, December 3, 1984.

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

22 2. The parties agree that probationary employees will be contacted for
23 additional bus driver assignments only after all senior bus drivers have been contacted.
24 Probationary bus drivers will be used on an emergency basis only.

1 DRIVER HOURS

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

4 1. Any employee off more than ten (10) consecutive working days beginning on
5 the eleventh (11) day may have their hours assigned temporarily to a lesser hour driver at
6 the discretion of the Supervisor of Transportation by availability and seniority.

7 1a. Beginning on the eleventh (11) day an appropriate adjustment will be made in
8 fringe benefits.

9 2. Supervisor of Transportation will offer assignment to the next available
10 employee in line until the greater hour position is filled.

11 3. Only one (1) change of permanent drivers will be offered for each employee
12 off a minimum of ten (10) or more consecutive working days.

13 4. In the case of routes with late runs, employee not exceeding eight (8) hours
14 with the change may take only the late run.

15 VOLUNTARY MAINTENANCE TRAINEE PROGRAM

16 The undersigned parties agree to establish a voluntary program for testing,
17 evaluating, and developing the skills of interested participants on the following basis:

18 1. Each participating employee agrees to serve as a helper or in semi-skilled
19 tasks in any department within the maintenance division, as assigned by the Director of
20 Maintenance or his designee. Participating employees will serve for 30-day terms, not to
21 exceed three such terms in any one year. This provision shall not supplant the regular
22 practice of a temporary change in assignment with compensation adjustment due to
23 departmental vacations or sick leave coverage. This provision is intended to allow
24 temporary increases in work force for peak load or special needs projects.

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

6 3. While serving in the first thirty (30) day term, employees will be paid at Range
7 13 (Maintenance Trainee) or their regular rate of pay, including any applicable shift
8 differential, whichever is greater.

9 In subsequent thirty (30) day terms, employees will be paid at Range 14 or their
10 regular rate of pay, including applicable shift differential, whichever is higher.

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

14 5. No probationary employee may participate in this program.

1 departments or site work groups provided that:

- 2 1. Employees must be in the same job classification, and work group.
- 3 2. A rotational list shall be established based on seniority within department, site
4 or work group to which the bargaining unit member is assigned.
- 5 3. Overtime shall be assigned by the rotation list indicated in item 2 above
6 except when specific skills, efficiency, confidentiality or specific project completion projects
7 require overtime assignment out of rotation.
- 8 4. Employees shall have the right to either accept or decline voluntary overtime
9 in rotational order.
- 10 5. If an employee declines voluntary overtime when offered on a rotational basis
11 the employee shall have been determined to waive access to overtime equalization for that
12 incident.
- 13 6. The District will agree to consult with the Union on concerns or procedures
14 prior to the implementation of overtime equalization in any department or site.

15 COMPENSATORY TIME

16 The District has discussed the issue of compensatory time with the USWA, Local
17 8599, representatives and has agreed that classified employees are to be given fair
18 consideration for compensatory time under the following provisions:

- 19 1. Compensatory time may be provided in lieu of overtime at the rate of 1½
20 times the regular rate for service beyond eight (8) hours per day or beyond forty (40) hours
21 per week.
- 22 2. Utilization of compensatory time shall not be disruptive to the overall
23 efficiency operation of the various departments and shall be limited to twelve (12) hours
24 (16 of release time) per pay period.

25 Compensatory time shall be taken within one year after the period of overtime

1 services rendered, and will not be eligible for a monetary payment in lieu thereof.

2 BILINGUAL TRANSLATION/EXTRA DUTY ASSIGNMENT

3 This program will be in effect for the 1996-97 school year and will be evaluated on
4 an annual basis.

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

14 2. After asking for volunteers from among full-time employees at the sites,
15 employees will be nominated for the bilingual translation extra-duty assignment
16 authorization by the principal or department head on the basis of the following criterion: 1)
17 level of need for unscheduled translation services; 2) feasibility of assignment of these
18 duties given consideration of employee's availability and other duties; 3) principal's
19 informal assessment of language fluency; 4) the employee is willing to accept this
20 assignment.

21 3. Before recommending authorization of the extra-duty assignment to the
22 Governing Board, employees will be required to successfully complete a performance
23 assessment of oral translation skills administered by the Personnel Services Office.

1 4. Full-time employees who are authorized for the extra duty assignment of oral
2 translator will keep a timesheet log identifying hours expended translating in meetings to
3 facilitate two-way communication. Whenever an employee is required to provide
4 translation under the terms of this agreement, employee will be compensated for a
5 minimum of one (1) hour's translation services per incident. Therefore, the minimum time
6 recorded on the timesheet will be one hour.

7 5. All hours identified on the timesheet will be compensated at a rate of six
8 dollars (\$6.00) per hour bonus payment (in addition to the employee's regular hourly rate).

9 6. The District will reserve the right to limit the number of persons allocated to a
10 site or department who may be authorized for this extra-duty assignment in accordance
11 with this memorandum of understanding.

12 Bilingual Language Usage Pay

13 When a bargaining unit member with less than 8-hours per day is utilized for their
14 second language capabilities in a two-way oral communication meeting and is not given an
15 opportunity to make-up his/her time, he/she shall be compensated at an additional rate of
16 six dollars (\$6.00) per hour bonus payment (in addition to the employee's regular hourly
17 rate), provided that such performance is not a duty identified in their current job description.

1 ARTICLE 14

2 PROBATIONARY PERIOD

3 Bargaining unit members shall be on probation during the first ninety (90) working
4 days of employment with thirty (30) additional workdays' probation at District option.

5 During this period, they may be discharged without assigning any cause therefore;
6 and said discharge is specifically excluded from the Grievance Procedure. No seniority is
7 acquired during the probationary period.

8 Upon receiving permanency in a position, seniority shall revert to the date of hire.

9 For purposes of this Article, workdays shall be defined as those on paid status.

10 The ninety (90)-day probationary period equates to four (4) months. All new
11 members on Step 1 shall remain at that step for four (4) months before receiving
12 permanency and advancing to Step 2.

13 The probationary period, at the District option, may be extended thirty (30)
14 workdays. This equates to six (6) months. All bargaining unit members with an extended
15 probationary period of thirty (30) work days shall remain on Step 1 and, if awarded
16 permanency, move to Step 2 after six (6) months.

17 Bargaining unit members hired prior to the 6th day of the month shall advance to
18 Step 2 on the first (1st) day of the month in which permanency is earned.

19 Bargaining unit members hired on the sixth (6th) through the twentieth (20th) day of
20 the month shall advance to Step 2 on the sixteenth (16th) day of the month in which
21 permanency is earned.

22 Bargaining unit members hired on the twenty-first (21st) day of the month or after,
23 shall advance to Step 2 on the first (1st) day of the month following the month in which
24 permanency is earned.

ARTICLE 15

SUSPENSION/DISCHARGE CASES

1
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3 The District recognizes that an effort shall be made to remediate any unsatisfactory
4 job performance displayed by classified employees prior to taking any disciplinary action by
5 management personnel. Making classified employees aware of employment standards, as
6 well as the consequences for non-compliance with the tankards, shall precede corrective or
7 disciplinary steps which shall include, but not be limited to, in-service and/or hands-on
8 training. In cases where a unit member's job performance is at issue due to chemical use
9 or dependency, the District shall provide an opportunity for the unit member to participate
10 in a chemical dependency intervention program. This recognition of progressive discipline,
11 however, shall not preclude the District from seeking immediate dismissal of classified
12 employees for serious acts of misconduct, which might include, but not be limited to, theft,
13 assault and/or battery or other serious types of misconduct.

14 In the event that a classified employee is alleged to have acted in such a manner as
15 to warrant a suspension, demotion and/or discharge, he/she shall be furnished with a copy
16 of the reason(s) for the action. The Union shall be notified in writing within five (5) working
17 days whenever a bargaining unit member is charged with serious misconduct that might
18 result in suspension, demotion or a recommendation to the Board for dismissal.

19 The procedures for classified suspension, demotion or dismissal are set forth in
20 Board Policy dated September 23, 1994, and are to be complied with regarding all
21 classified discipline matters.
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1 ARTICLE 16

2 GRIEVANCE PROCEDURE

3
4 DEFINITIONS

5 Grievance

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

11 Day

12 A day is a day upon which unit members are regularly scheduled to work.

13 Immediate Supervisor

14 Immediate supervisor is the lowest level administrator having immediate jurisdiction
15 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 meet
19 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 shall attempt to resolve the
25 alleged grievance through an informal conference with the grievant's immediate supervisor.

1 Step I

2 No later than twenty (20) days following the act or omission giving rise to the
3 grievance or no later than twenty (20) days following the date upon which the employee
4 reasonably should have known of the act or omission the grievant must present such
5 grievance in writing on an appropriate form to the immediate supervisor.

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

8 The immediate supervisor shall communicate a written decision to the employee
9 within ten (10) days after receiving the grievance. Such written decision shall contain an
10 explanation of the decision rendered.

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

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

18 Step II

19 The Superintendent, or his/her designee, shall consider the grievance and render a
20 decision within ten (10) days after receiving the grievance and communicate a decision to
21 the grievant with a copy of the decision to the Union. Such written decision shall contain
22 an explanation of the District's position regarding the grievance. Either the grievant or the
23 Superintendent, or his/her designee, may request a personal conference to discuss the
24 grievance within the above time limits. If the Superintendent, or his/her designee, does not
25 respond within the above time limits, the grievance shall automatically proceed to the next step.

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

6 Step III

7 If the grievant is not satisfied with the disposition of the grievance at Step II, or if no
8 written decision has been rendered within the applicable time limits, the grievant may within
9 ten (10) days after a written decision is rendered or should have been rendered, by written
10 notice to the Superintendent, elect to submit the grievance to the Board of Education for
11 consideration. The Board shall consider the grievance and render a decision within ten
12 (10) days after its first regular meeting following official receipt of the grievance. The
13 Board may, in its sole discretion, decide to conduct an informal hearing in Closed
14 Executive Session or to render a decision based upon a review of written documents
15 developed in Steps I and II of the Grievance Procedure.

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 (10)
18 working days after the decision is delivered to the grievant. Failure to appeal within this
19 time period shall serve as a waiver of all appeal rights and the decision at this step shall be
20 final and binding.

21 Step IV

22 If the grievant is not satisfied with the disposition of the grievance at Step III or if no
23 written decision has been rendered within the applicable time limits, the International Union
24 may, within ten (10) days after a written decision is rendered or should have been rendered
25 by written notice to the Superintendent, elect to submit the grievance to arbitration. In the

1 event the parties are unable to mutually agree upon an arbitrator, they shall request a
2 panel of nine (9) names be submitted to both parties by the California State Conciliation
3 Service.

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

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

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

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

18 MISCELLANEOUS

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

1 The Union will exclusively receive time off from duties for the processing of
2 grievances herein for Unit members who are designated as Union representatives, subject
3 to the following conditions:

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

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

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

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

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

ARTICLE 17

NO-STRIKE CLAUSE

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2
3 It is agreed and understood that there will be no strike, work stoppage, slow-down,
4 picketing in connection therewith, or other interference with the operations of the District by
5 the Union or by its officers, agents or members during the term of this Agreement,
6 including compliance with the request of other labor organizations to engage in such
7 activity.

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

14 It is agreed and understood that any employee violating this Article may be subject
15 to appropriate discipline up to and including termination by the District.

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

19 Neither the submission of this proposal, nor its violation or expiration, shall prejudice
20 the District's legal position that the above articles are or may be independent violations of
21 the law, illegal notwithstanding this Article.

22 This clause shall not be in effect during any period of reopening of negotiations.
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ARTICLE 18

LEAVES OF ABSENCE

GENERAL PROVISIONS

The Governing Board may grant leaves of absence to persons employed in the classified service of the District.

An express authorization or requirement for a leave of absence does not deprive the Governing Board 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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ARTICLE 19

ILLNESS AND INJURY (SICK LEAVE)

Sick leave of absence with pay is granted to school employees to protect the health and welfare of both employees and pupils. Employees are encouraged to use their sick leave when they are ill to enable them to regain and remain in good health.

Every classified employee employed five (5) days a week shall be entitled to twelve (12) days leave for illness or injury with full pay for a fiscal year of service. Such leave shall be exclusive of all days he/she is not required to render service to the District.

A classified employee employed five (5) days a week who is employed for less than a full fiscal year is entitled to that portion of twelve (12) days leave as the number of months he/she is employed bears to twelve (12).

New classified employees of the District accrue sick leave from the 1st of the month in which employed, providing their employment commences on or before the 15th. If employment commences on or after the 16th of the month, sick leave is accrued from the 1st of the following month. If an employee terminates his/her service with the District after the 15th day of the month, he/she shall be entitled to full sick leave credit for that month. However, if an employee terminates his/her service prior to the 16th day of the month, he/she shall receive no credit for that month. Employees in a non-pay status for a fractional period of a month accrue sick leave for the entire month when in a pay status for ten (10) or more working days in that month. An employee who serves less than ten (10) working days receives no sick leave credit for that month.

A classified employee employed less than five (5) days per week shall be entitled, for a fiscal year of service, to that portion of twelve (12) days leave as the number of days he/she is employed per week bears to five (5).

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

6 If the employee does not take the full amount of leave allowed in any year, the
7 amount not taken shall be accumulated from year to year.

8 FAMILY ILLNESS LEAVE

9 If an illness of the employee's child, parent or spouse requires the employee to be
10 absent, the employee may use up to the amount of sick leave that would be accrued during
11 a six (6) months period from their sick leave bank. (Labor Code 233)

12 A regular classified employee shall once a year be credited with a total of one
13 hundred (100) working days of paid sick leave in addition to sick leave to which he/she is
14 entitled under paragraphs 2 and 3 above. Such days of sick leave, in addition to those
15 required by paragraphs 2 and 3 above, shall be compensated at fifty percent (50%) of the
16 employee's regular salary and shall be available after all other paid leave entitlement has
17 been exhausted, but shall not be cumulative from year to year. Benefits accrued while on
18 paid sick leave shall be the same as the benefits which would have been accrued had the
19 employee worked. Each day of absence claimed under this paragraph must be supported
20 by a physician's statement that will verify the inability of the employee to work.

21 It is agreed and understood by and between the Fontana Unified School District
22 ("District") and the United Steelworkers of America, Local 8599 ("Union"), as follows:
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1 1. In accordance with Article 19 of the Master Agreement between the FUSD
2 and the USWA, which requires that "all other paid leave entitlements" be exhausted prior to
3 utilization of the 100 day half-pay provisions, it shall be agreed that all accumulated Sick
4 Leave will be utilized prior to commencing the 100 day pay provisions, but earned vacation
5 time may still be held in abeyance for future use by the employee.

6 2. In accordance with Article 28 of the Master Agreement between the FUSD
7 and the USWA, the District shall provide the employee, prior to the conclusion of the sixty
8 (60) day entitlement, with a written statement providing the two options that are available
9 regarding Temporary Disability Indemnity Leave after the sixty (60) day entitlement has
10 been exhausted. Option 1 shall be the utilization of Sick Leave that when added to the
11 disability benefits will result in a full paycheck, and Option 2 would allow an employee to
12 receive the disability benefits only.

13 3. In accordance with Option 1 an employee who elects to utilize accumulated
14 Sick Leave, that when added to the disability benefit will result in a full pay check, will
15 automatically continue into his or her 100 day half-pay bank at whatever point their
16 accumulated Sick Leave entitlement is exhausted. When either accumulated Sick Leave
17 or 100 day half-pay bank provisions are used in conjunction with temporary disability
18 benefits, they shall be reduced only in that amount to provide a full days salary when
19 added to the Temporary Disability Indemnity contribution.

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

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

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

5 TRANSFER OF ACCUMULATED SICK LEAVE

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

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

14 UTILIZATION OF SICK LEAVE DURING PERIODS OF VACATION

15 Personal illness or injury occurring during a scheduled vacation may be charged to
16 sick leave provided medical substantiation of illness is furnished by the employee. An
17 absence due to personal illness or injury that occurs prior to and extends into a scheduled
18 vacation may be charged to sick leave.

19 The District and Union agree to meet and develop an attendance incentive program,
20 if cost-effective, for implementation, prior to the termination date of this contract, which will
21 provide bonus payment to employees from savings incurred through decreased sick leave
22 and personal necessity leave.

23 SICK LEAVE INCENTIVE

24 In accordance with the provisions of Article 19 Illness and Injury (Sick Leave), the
25 District and the Union representatives have met and agreed to the adoption of an Incentive

1 Program. The program would cover the absences occurring between July 1 and June 30
2 of each school year. The plan provides incentive payments to those employees who
3 maintain an attendance record with no or little use of illness, personal necessity or
4 industrial accident leave during the school year. New employees hired after July 15 in any
5 fiscal year who are eligible for a bonus payment shall receive a pro-rated amount. It is
6 anticipated that eligible qualifying employees would be paid the earned bonus on a regular
7 pay warrant on or before October 31 of the following school year. Notwithstanding the
8 above, no other bonuses or back pay will be on this pay warrant, if possible.

9 For purposes of all attendance incentive programs, "light duty" assignments will
10 count as days worked and the first five days (5) including the day of occurrence of an
11 industrial injury will not be counted in the calculation of lost time on any employee's record.
12 The incentive schedule below will apply to all bargaining unit members with the exception
13 of those individuals in the Transportation and Maintenance & Operations (See MOU, pages
14 116 and 117) departments who have a separate schedule.

15 The following schedule of incentives will apply:

- 16 1. For employees assigned to 6 - 8 hours of work per day

<u>Hours Taken</u>	<u>Bonus Award</u>
0	\$300.00
8 hours or less	\$275.00
16 hours or less	\$250.00
24 hours or less	\$225.00

1 2. For employees assigned to 4 - 5.75 hours of work per day

2 Hours Taken Bonus Award

3 0 \$300.00

4 6 hours or less \$275.00

5 12 hours or less \$250.00

6 18 hours or less \$225.00

7 3. For employees assigned to 2 - 3.75 hours of work per day:

8 Hours Taken Bonus Award

9 0 \$150.00

10 4 hours or less \$135.00

11 8 hours or less \$125.00

12 11 hours or less \$110.00

13 The donation by any employee of sick leave days to the Catastrophic Leave Bank
14 will not be included in the calculation of used sick leave for the purposes of this agreement.

15 Note that withdrawals of sick leave by any employee from the CLB would be included in the
16 calculation of used sick leave for this agreement for that individual employee.

17 Both parties agree to meet and confer regarding the cost effectiveness of this
18 program and any possible modifications. The District will agree to continue the sick leave
19 incentive program through June 30, 1999. Should the analysis of the 1997/1998 sick leave
20 incentive program indicate that the program is not cost effective as per Article 19, page 52,
21 lines 17-21, the program will be automatically discontinued effective July 1, 1999. This
22 plan will be evaluated on an annual basis for a cost benefit analysis. In any fiscal year that
23 the cost benefits' analysis does not show positive cash flow from the sick leave
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1 incentive program, the program will be automatically discontinued effective July 1 of the
2 subsequent fiscal year. It is agreed that these consultations shall not constitute reopening
3 of a contract article as per Article 41 of the Master Contract.

4 CATASTROPHIC LEAVE BANK

5 The Fontana Unified School District and the USWA shall establish a Catastrophic
6 Leave Bank (Bank) which will be in compliance with Education Code Section 4403.5. The
7 Union proposes the following for consideration.

8 1. Bargaining unit members who suffer a catastrophic injury/illness that is
9 expected to incapacitate the unit member for an extended period of time (in excess of ten
10 (10) days) shall become eligible to use this catastrophic sick leave plan subject to the
11 restrictions and conditions outlined below:

12 1.1 The unit member to receive donated sick leave must have exhausted all fully
13 paid leave and be in a true catastrophic condition.

14 1.2 A unit member who has exhausted all paid leave but still has differential leave
15 available is eligible for withdrawal from the Bank. Use of the Sick Leave
16 Bank benefit is allowable only as a supplement to such differential leave.
17 The District shall pay the unit member full pay and the Bank shall be charged
18 one-half.

19 1.3 The unit member must be a permanent, not probationary, employee.

20 2. The use of this Sick Leave Bank shall only be available to those eligible
21 bargaining unit members who have made a donation of at least five (5) days to the bank
22 prior to their request, and have continued participation under Section 5.
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1 3. The donation of sick leave by the unit member shall be irrevocable. The unit
2 member shall file a "Classified Sick Leave Bank Deposit Form" with the Payroll Office. A
3 donation to the Sick Leave Bank shall be a general donation from prior years'
4 accumulations, and shall not be considered a donation to a specific unit member for their
5 exclusive use.

6 4. There is no limit to the number of sick leave days a unit member may donate
7 to the Sick Leave Bank, so long as the minimum number of accumulated sick leave days
8 available from the prior years' accumulations in the unit member's account does not fall
9 below ten (10) days.

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

16 6. Leave from the Bank may not be used for illness or disability which qualifies
17 the unit member for Workers' Compensation benefits unless he/she has exhausted all
18 Workers' Compensation leave, and his/her own paid leave.

19 7. When the unit member may reasonably be presumed to be eligible for
20 disability retirement under PERS/STRS or, if applicable, Social Security, he/she may be
21 requested to apply for such retirement. Failure of the unit member to submit a complete
22 application, including medical information provided by the applicant's physician within
23 twenty (20) work days, will disqualify the unit member from further Sick Leave Bank
24 payments.

1 8. Following initial enrollment, bargaining unit members may join the Sick Leave
2 Bank during the annual open enrollment period (October 1 - October 31) only.

3 9. Cancellation of membership in the Bank occurs automatically whenever a unit
4 member fails to make his/her assessment contribution under Section 5. The unit member
5 shall not be eligible to draw from the Bank as of the effective date of cancellation. Sick
6 leave previously authorized for contribution to the Bank shall not be returned if the unit
7 member effects cancellation.

8 10. A unit member wishing to use this Sick Leave Bank shall submit a "Classified
9 Sick Leave Bank Request for Withdrawal Form." This form shall be submitted to the
10 Personnel Office. The request shall clearly state the details of the catastrophe and the
11 amount of sick leave requested. Appropriate written verification of the catastrophic illness
12 or injury must be included with the request. The unit member should be prepared to
13 provide additional documentation on the nature and severity of the illness or injury, if
14 requested. A Sick Leave Bank Committee shall consider the request of the unit member.

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

20 11. The maximum number of duty days allowed to be utilized by one (1) unit
21 member for a single catastrophic injury/illness shall not exceed forty (40) days. A unit
22 member may request a specific number of days on a "Classified Sick Leave Bank Request
23 for Withdrawal Form" obtainable at the District Personnel Office. The unit member may
24 request up to an additional forty (40) days should the condition continue by filing an
25 additional request for consideration by the Committee.

1 12. Any days approved that are unused by the unit member shall be returned to
2 the Catastrophic Sick Leave Bank.

3 13. If a unit member uses a day from the Sick Leave Bank, pay for that day shall
4 be the same rate the unit member would have received had the unit member worked that
5 day. No distinction shall be made as to the differing pay rates of the donors or recipients.

6 14. During September of each year, the Payroll Office shall provide the USWA a
7 statement outlining the number of days available in the Bank as of September 1 of that
8 year and the number of days used in the previous fiscal year.

9 15. HOLD HARMLESS

10 The USWA agrees that it will not file, on its own behalf or on behalf of any unit
11 member, any grievance, claim, or lawsuit of any kind related to any attempt by a unit
12 member to retrieve donated sick leave used by another unit member pursuant to this
13 provision. The USWA also agrees that it will not file, on its own behalf or on behalf of any
14 unit member, any grievance, claim or lawsuit of any kind which attempts to challenge in
15 any way the legality or enforcement of this provision.

16 16. If the Sick Leave Bank is terminated for any reason, the days remaining in the
17 Bank shall be equitably distributed to the then-current members of the Bank.

ARTICLE 20

JURY DUTY/COURT APPEARANCE

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

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.

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

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 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 unit member has failed to remit such fees, the District shall be entitled to withhold the appropriate amount from the unit member's last salary check of the school year.

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

In the event a unit member, responding to a jury duty summons, is required to call the court offices to receive instructions as to whether or not to report to jury duty, the unit member will report to work per his/her normal work hours and will be excused for the remainder of the work day if notified to report to jury duty at any time during the day. Under this article, if a unit member who works Shift "C", must report to jury duty after working his assigned shift on the same day, he/she will be allowed to take the next scheduled shift off

1 as jury duty leave. A unit member shall be entitled to paid leave to appear in court as a
2 witness, when subpoenaed, other than as a litigant, or to respond to an official order from
3 another governmental jurisdiction.
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ARTICLE 21

BEREAVEMENT AND IMMINENT DEATH LEAVE

A 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 Governing Board, upon the recommendation of the Superintendent, may enlarge the benefits at its discretion.

Members of the immediate family are defined as father, mother, sister, brother, daughter, son, wife, husband, 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, or any relative living in the immediate household of the unit member.

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

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ARTICLE 22

PERSONAL NECESSITY LEAVE

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

Personal necessity leave shall be granted to each unit member upon application to the unit member's principal or other immediate supervisor at least two (2) days before taking such leave (except in the case of an emergency). Requests for personal necessity leave shall include the following reasons:

1. Death or serious illness of a member of his/her immediate family when leave is required beyond that provided by District policy.
2. Accident involving his/her person or property or the person or property of a member of his/her immediate family.
3. Appearance in court before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.
4. Items of an emergency nature, involving circumstances which could not be anticipated and/or which involve extenuating circumstances and which are not based on personal convenience and which prevent the employee from performing his/her normal duties.

Violators of personal necessity leave shall be subject to appropriate disciplinary action.

In the event that a unit member fails to provide two days' advance notice of that personal necessity leave request, the circumstances preventing the submission of such requests in a timely manner shall be explained to the supervisor.

ARTICLE 23

PARENTAL LEAVE

pregnancy, the unit member may request a leave of absence without pay for a period of not less than one (1) school year. At the end of the leave, the unit member shall be reinstated to a comparable position and, when possible, the same position. The position is not greater than that which the unit member would have held had he/she not been on leave.

Health and dental benefits shall not be provided during parental leave unless paid for by the unit member. During such a leave, a unit member shall maintain, but not add to, his/her health and dental insurance or other employee benefits, including seniority.

Parental leave may be used for the delivery of a child, for a bona fide medical disability during pregnancy as verified by a doctor's statement, and for normal postpartum care (not to exceed four [4] days). Sick leave may not be used for postpartum care of the child.

The Board shall provide a unit member who is a natural or adopting parent a leave of absence for the purposes of rearing his/her infant less than 3 years of age. A unit member shall notify the District that he/she intends to take such a leave of absence prior to the anticipated date on which the leave is to commence. If a unit member's request, the Board may, at its discretion, grant an additional year of leave, for a maximum of two (2) school years.

This Article does not abrogate or abridge the rights of the employees under any other contract or agreement.

1 ARTICLE 24

2 PERSONAL LEAVE

3 URGENT OR PERSONAL BUSINESS

4 A personal leave of absence without pay for not more than thirty (30) working days
5 may be granted administratively to transact urgent personal business. The approval or
6 rejections thereof shall be determined on the basis of the position the employee holds,
7 inasmuch as certain positions do not lend themselves to temporary replacements due to
8 the technical nature or level of responsibility of the assignment. The justification and
9 duration of such leaves shall be left to the discretion of the superintendent and if approved,
10 the unit member shall return to same or like position. Leaves of absence in excess of thirty
11 (30) working days are subject to ratification by the Governing Board in accordance with the
12 provisions of Article 18 of this Agreement.

13 A personal leave shall not be awarded for the purpose of investigating or accepting
14 employment opportunities elsewhere.

1 ARTICLE 25

2 PUBLIC OFFICE LEAVE

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

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

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

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

ARTICLE 26

MILITARY LEAVE

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

During the first thirty (30) days subsequent to an injury, the employee's medical treatment will be provided by physicians designated by the District. After the first thirty (30) days, if further treatment is required, the employee may elect to receive medical care from a doctor of his/her choice.

ARTICLE 28

INDUSTRIAL ACCIDENT OR ILLNESS LEAVE

Eligibility

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

Governing Board policy pertaining to industrial accident or illness leave shall apply to all classified personnel employed by the Fontana Unified School District.

Length

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

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

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

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

Compensation

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

Upon termination of an industrial accident or illness leave, the classified employee shall be entitled to sick leave benefits provided by the District. If the classified employee continues to receive temporary disability indemnity, he/she may elect to take as much of

1 his/her accumulated sick leave which, when added to his/her temporary benefits, will result
2 in a payment to him/her of not more than his/her full salary.

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

6 The classified employee shall be notified by the District as to the extent or amount of
7 sick leave being utilized in conjunction with temporary benefits under Workers'
8 Compensation.

9 When a classified employee utilizes sick leave in conjunction with temporary
10 disability, he/she shall be paid the difference between disability payment and his/her
11 regular salary.

12 Any employee receiving benefits during periods of industrial accident or illness leave
13 shall remain within the State of California unless the Governing Board authorizes travel
14 outside the State.

15 Any absence which is supported by a doctor's off-work order and which is verified as
16 qualifying for Workers' Compensation is an absence payable under industrial illness and
17 accident leave. For special cases that cannot be immediately verified as a bona fide
18 Workers' Compensation claim, the payroll charge will be made to the employee's sick
19 leave account.

20 If the claim is subsequently approved, an adjustment will then be made restoring to
21 the employee the sick leave previously charged from the first day of absence and a charge
22 made in lieu thereof to industrial illness and accident leave.

1 In the event medical diagnosis or other facts reveal that an injury or illness originally
2 adjudged to be of industrial origin was not in fact such, payroll adjustments will be made to
3 the employee's sick leave account or such other action taken as necessary to rectify payroll
4 inequities.

5 When an employee receives wage loss benefit checks under the Workers'
6 Compensation laws in conjunction with industrial accident or illness leave, sick leave,
7 vacation time, or one hundred (100) day plan benefits, the employee shall endorse wage
8 loss benefit checks to the District. The District in turn shall issue the employee appropriate
9 warrants for payment of wages or salary and shall deduct normal retirement and other
10 authorized contributions.

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 employees, and during their employment by the Local or International Union, said employees shall be entitled to accumulated seniority, salary, fringe benefits or other remuneration by the District provided that the USWA, USWA Local 8599, or the employee shall reimburse the District for the above mentioned entitlements.

1
2 ARTICLE 30
VACATION LEAVE

3 Vacation leave shall accrue from the date the classified employee first renders
4 probationary service.

5 A classified employee shall be given full vacation credit if he/she is employed prior
6 to the 15th day of the month.

7 Vacations shall be scheduled at the convenience of the District and, as nearly as
8 possible, at the convenience of the employee. The supervisor shall state the reason for
9 any vacation request denial on the leave document. District seniority shall be used to grant
10 vacation requests to classified employees when multiple requests for the same day(s) are
11 submitted at a site or department on the same day.

12 Vacations accrued by July 1 shall be taken by the following June 30; however, with
13 the approval of the supervisor an employee who cannot use all vacation days may be
14 permitted to carry-over a maximum of ten (10) additional days.

15 A classified employee who resigns or whose employment is terminated shall receive
16 the paid vacation to which he/she is entitled at the time of severance.

17 Every classified employee shall be allowed vacation leave with pay at the rate of not
18 less than one (1) working day for each month of service.

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

21 Beginning with the eleventh year of service, paid vacation time shall be increased by
22 five (5) days.

23 If a paid holiday occurs during scheduled vacation, the holiday shall not be charged
24 against the employee's vacation.

1 MANDATORY VACATION DAYS

2 Bargaining unit members, who must use Mandatory Vacation Days as part of their regular
3 assigned work year, shall have these days set aside and not shown on his/her pay warrant.
4 Any vacation days not designated as Mandatory shall be available for the employee to use
5 throughout the year with administrative approval.

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1 ARTICLE 31

2 HOLIDAYS

3 Unit members shall be entitled to the following paid holidays provided they are in
4 paid status during any portion of the working day immediately preceding or succeeding the
5 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 Friday of Spring Student Nonattendance Days

10 Last Monday in May (Memorial Day)

11 July 4 (Independence Day)

12 First Monday in September (Labor Day)

13 September 9 (Admission Day)

14 November 11 (Veteran's Day)

15 Thanksgiving Day (plus adjacent Friday)

16 Christmas Day

17 New Year's Day

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

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

23 The District shall grant one (1) additional paid non-work day for unit members to be
24 known as a District Free Day. This holiday shall be taken at the discretion of the district,
25 not to disrupt services to students, departments, or sites, and in a way which limits the

1 need for substitute coverage.

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ARTICLE 32

SAFETY AND HEALTH

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

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

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

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

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ARTICLE 33

DUES DEDUCTION

The District shall provide the Union with the names and work locations of new bargaining unit members and their addresses unless the bargaining unit member has requested that the address remain confidential.

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

The dues collected shall be forwarded to the International Treasurer at Five Gateway Center, Pittsburgh, Pennsylvania 15222, along with a list of those bargaining unit members and amounts deducted.

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

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

ARTICLE 34

SALARIES AND FRINGE BENEFITS

ANNIVERSARIES

Effective July 1, 2001, it is agreed that the 2001-2002 classified salary schedule be increased 3.44% across the board cost-of-living increase; effective July 1, 1991 the Laser Q Plan to have an additional cost for prescriptions of \$5.00 for members of the Laser Q Plan; life insurance increased to \$50,000 per member, effective November 1, 1999 and longevity pay of Seven Hundred Twenty Dollars (\$720) beginning with the 18th year of employment with the District, with an additional Seven Hundred Twenty Dollars per year for each four (4) years after the 18th year.

The anniversary increment is to be implemented as follows:

- Year 18-21 - \$720 total payment each year
- Year 22-25 - 1,440 total payment each year
- Year 26-29 - 2,160 total payment each year
- Year 30-33 - 2,880 total payment each year

Beginning in the year 1999-2000, any cost-of-living adjustment pursuant to the salary agreement for each year shall be applied to the anniversary (longevity) increment on an annual basis beginning July 1, 1999. Therefore, for the 1999-2000 school year, the anniversary increment(s) shall be increased by 3%. In addition, the anniversary increment(s) shall be increased by 9% for the 2000-2001 school year.

It is further agreed as follows:

Annual increases to be effective on July 1 of the identified year.

Employees who work less than 12 months may elect to receive their salary over a period in 24 equal pay warrants by entering the "Salary Reserve Program" under the terms and conditions established in the classified employee "Salary Reserve Program"

1 provided by the County, provided that the employee submits a request to enter the
2 program 10 days prior to the issuance of his/her first pay warrant of each fiscal year.

3 The District shall provide dependent medical insurance coverage for a period of six
4 (6) years following the death of a unit member who is covered under a District medical
5 insurance plan at the time of the unit member's death and who has at least fifteen (15)
6 years of service with the District.

7 It is mutually agreed between the undersigned parties USWA Local 8599 and
8 Fontana Unified School District that health and welfare benefits pursuant to Article 34 of
9 the collective bargaining agreement shall be maintained in regards to level of benefits, co-
10 payments (if any) and carriers with rate increase as distributed this Article.

11 It is agreed and understood by and between the Fontana Unified School District
12 ("District") and the United Steelworkers of America, Local 8599 ("Union"), as follows:

13 1. That where contracted hours are increased (justifying additional fringe
14 benefits at District expense), the Payroll Department will commence the adjusted fringe
15 benefit entitlement in a similar manner to that addressed in the Master Contract for new
16 employees between the District and the USWA, Article 34, Salaries and Fringe Benefits.

17 2. That if an adjustment in hours occurs between the 1st and the 15th for a
18 particular month, the adjusted fringe benefit entitlement will commence effective the first of
19 that month. In those instances wherein adjustments are to be activated beyond the 16th of
20 the month, the adjusted fringe benefit entitlement will commence at the beginning of the
21 following month.

22 23 HEALTH AND WELFARE BENEFITS

24 For employees eligible for 100% of full time benefits (see Schedule A) during the
25 plan year 10/1/01 through 9/30/02, the district shall pay the full cost of the supercomposite

1 Kaiser (HMO) Health Plan with ten dollar (\$10) copayment provisions or the
2 supercomposite Health Net (HMO) Medical Plan with ten dollar (\$10) copayment provisions
3 [five dollars (\$5) for chiropractic services] based on the network provider options excluding
4 Loma Linda providers.

5 Employees enrolled in the Health Net PPO Plan during the 2000-2001 year shall be
6 eligible to select the Health Net Elect CDA Plan. Eligible employees wishing to select the
7 Health Net Elect CDA Plan (with Loma Linda provider options) shall be subject to
8 five/twenty-five dollar (\$5/\$25) copayment and 80% hospitalization coverage to specified
9 annual caps. (Other terms and conditions as specified in this policy shall apply).

10 Employees selecting this option shall pay the excess cost over the Health Net HMO
11 supercomposite premium (referenced above) through payroll deduction as required by the
12 contract with the Health Net Medical Plan.

13 Any change in provider or substantial increase in premium will be subject to meet
14 and negotiate.

15 Employees eligible for less than 100% of full-time benefits shall select either one-
16 party, two-party or three-party (family) contract coverage under one of the above plans.
17 Such employees shall be eligible for district contribution to the premium for the plan
18 selected as stated in Schedule A.

19 The district will continue to reimburse bargaining unit members with a district-
20 employed spouse their copayment expenses provided, however, that reimbursements to
21 spouses with part-time employment shall be based on the percentage of district paid
22 benefit established in Schedule A.

1 It is agreed by and between the Fontana Unified School District ("District") and the
 2 United Steelworkers of America ("Union") that Article 34 - Salaries and Fringe Benefits as
 3 described in Schedule A, Fringe Benefit Allocation, be modified in accordance with the
 4 following:

5 **SCHEDULE A: MEDICAL PLAN AND OPTIONAL DENTAL PLAN**

Regularly Assigned Hours Per Day	Percentage of Full-Time Benefits	Tiers	Maximum Tenthly Fringe Benefit Allowance (Excluding July and August)			
			Medical@	Dental+	Vision	Life
7.0 - 8.0	100.0		\$523.04	\$113.87	\$15.77	\$6.75
6.0 - 6.9	75.0	Tier 1	180.10	85.40	11.82	5.07
		Tier 2	360.18			
		Tier 3	509.68			
5.0 - 5.9	62.5	Tier 1	150.08	71.18	9.86	4.22
		Tier 2	300.16			
		Tier 3	424.74			
4.0 - 4.9	50.0	Tier 1	120.08	56.94	7.88	3.38
		Tier 2	240.12			
		Tier 3	339.80			
3.0 - 3.9	37.5	Tier 1	90.06	42.70	5.92	2.53
		Tier 2	180.10			
		Tier 3	254.84			
2.0 - 2.9	25.0	Tier 1	60.04	28.48	3.94	1.69
		Tier 2	120.06			
		Tier 3	169.90			

33 @ The new figure represents the Kaiser Premium to include injectibles.

34 + The new figure represents an increase in the maximum benefit per year per
 35 employee to be \$1,500 and \$1,500 orthodontia.

36 * There is an optional dental plan for those employees regularly assigned less
 37 than seven (7) hours per day.

1 OPTIONAL DENTAL PLAN - SAFEGUARD

2 Maximum Monthly, Fringe Benefit Allowance (Excluding July and August)

3 4 5 6 7	Regularly Assigned Hours Per Day	District Allowance	Employee Contribution		
			Emp. Only	Emp. + 1	Emp. + 2 or more
8	6.0 - 6.9	\$85.40	\$0.00	\$0.00	\$0.00
9	5.0 - 5.9	71.18	0.00	0.00	0.00
10	4.0 - 4.9	56.94	0.00	0.00	0.00
11	3.0 - 3.9	42.70	0.00	0.00	0.00
12	2.0 - 2.9	28.48	0.00	3.06	13.58

13 SCHEDULE B: LIFE INSURANCE BENEFIT ALLOCATION

14 15 16	Regularly Assigned Hours Per Day	Percentage of Full-Time Benefits	Level of Benefit
17	7.0 - 8.0	100.0	\$50,000
18	6.0 - 6.9	75.0	37,500
19	5.0 - 5.9	62.5	31,250
20	4.0 - 4.9	50.0	25,000
21	3.0 - 3.9	37.5	18,750
22	2.0 - 2.9	25.0	12,500

23 1. Bargaining unit members employed prior to December 1, 1979 and:

24 a. Who, effective December 1, 1979, are covered by a District-
25 sponsored family health and/or dental plan, a District-sponsored family vision plan, and a
26 District-sponsored employee-only life insurance plan prorated pursuant to Schedules A and
27 B above; OR

28 b. Who, effective December 1, 1979, are covered by a District-
29 sponsored two (2)-party health and/or family dental plan shall be provided a District-

1 sponsored two (2)-party health and/or dental plan, a District-sponsored family vision plan,
2 and a District-sponsored employee-only life insurance plan prorated pursuant to Schedules
3 A and B above; OR

4 c. Who, effective December 1, 1979, are covered by a District-
5 sponsored single-party health and/or dental plan shall be provided a District-sponsored
6 single-party health and/or dental plan, a District-sponsored family vision plan, and a
7 District- sponsored employee-only life insurance plan prorated pursuant to Schedules A
8 and B above. In addition, should the unit member currently be participating in a TSA plan
9 or District- approved fringe benefit program to which the District currently contributes, the
10 District shall continue to contribute an amount equal to the amount contributed on
11 February 1, 1979, to a maximum of \$55.90 tenthly; OR

12 d. Who, effective December 1, 1979, did not participate in a health or
13 dental plan and participated in a TSA plan or District- approved fringe benefit program to
14 which the District contributed on December 1, 1979, shall receive a District-sponsored
15 family vision plan prorated pursuant to Schedule B above and shall continue to receive a
16 District contribution equal to the amount received February 1, 1979, not to exceed \$92.00
17 tenthly.

18 Bargaining unit members who elect to change fringe benefit selections or who
19 terminate employment or any benefit under Section 1, a-d above, shall be eligible to
20 receive only the benefits provided in Section 1, c.

21 Bargaining unit members employed after May 1, 1979, shall be eligible to participate
22 in a District-sponsored family health and/or dental plan, a District-sponsored family vision
23 plan, and an employee-only life insurance plan prorated pursuant to Schedules A and B
24 above.

1 District monies and provisions of Schedule A shall be applicable only to the following
2 medical plans:

3 Effective October 1, 2001, District-sponsored Kaiser Medical Plan (HMO with \$10
4 copayment medical office visits, \$10 copayment pharmaceuticals), District-sponsored
5 Health Net (HMO excluding Loma Linda Providers with \$10 copayment medical office
6 visits, \$10 copayment pharmaceuticals), the Health Net Elect CDA Plan (limited to those
7 eligible employees as established above with \$5/\$25 copayment medical office visit, \$10
8 copayment pharmaceuticals), District-sponsored Delta Dental Plan, Voluntary Safeguard
9 Dental Plan, District-sponsored MES Vision Plan and District-sponsored TransAmerica Life
10 Insurance.

11 Should the District provide to any bargaining unit for the school year 2000-2001
12 Kaiser Plan or Health Net Plan benefits which are enhanced above that identified
13 beginning on line 3 (above), the District and the Union agree to reopen negotiations
14 regarding said benefits.

15 Unit members shall be responsible for payment through payroll deduction for fringe
16 benefit selections which exceed the benefits provided herein.

17 Should a unit member's employment terminate following the last day of the school
18 year and before the commencement of the ensuing school year, such unit member shall be
19 entitled to continued coverage under the health, dental, vision, and life plans until October
20 1 of the ensuing year.

21 Bargaining unit members hired or returning on or before the fifteenth (15th) day of
22 the month shall receive full monthly benefits. Bargaining unit members hired or returning
23 on the sixteenth (16th) day of the month or after shall not receive benefits until the first (1st)
24 day of the following month, as follows:

1	<u>Hire Date</u>	<u>Health and Welfare Effective Coverage Date</u>
2	January 1 through January 15	February 1
3	January 16 through January 31	March 1
4	February 1 through February 15	March 1
5	February 16 through February 28 (29)	April 1
6	March 1 through March 15	April 1
7	March 16 through March 31	May 1
8	April 1 through April 15	May 1
9	April 16 through April 30	June 1
10	May 1 through May 15	June 1
11	May 16 through May 31	July 1
12	June 1 through June 15	July 1
13	June 16 through June 30	August 1
14	July 1 through July 15	August 1
15	July 16 through July 31	September 1
16	August 1 through August 15	September 1
17	August 16 through August 31	October 1
18	September 1 through September 15	October 1
19	September 16 through September 30	November 1
20	October 1 through October 15	November 1
21	October 16 through October 31	December 1
22	November 1 through November 15	December 1
23	November 15 November 30	January 1
24	December 1 through December 15	January 1
25	December 16 through December 31	February 1
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1 New bargaining unit members must submit written designation of approved benefits
2 to the Personnel Services Office within thirty (30) days following the date of employment.
3 Bargaining unit members who desire to alter their benefit participation must submit written
4 designation thereof to the Benefits Office no later than the last working day of September
5 in each successive year of this Agreement. Failure of bargaining unit members to timely
6 designate benefits will disqualify them from eligibility for the month(s) in which the
7 designation was not made on time. Once such designations have been timely submitted,
8 they cannot be changed during the school year.

9 Benefits and conditions of the various programs are to be determined by their
10 respective carriers. Any and all disputes arising out of the carriers' administration of their
11 respective plans are to be resolved between the carrier and the affected bargaining unit
12 member and are specifically excluded from the Grievance Procedure of this Agreement.

13 TRANSPORTATION DEPARTMENT

14 The District will continue its current practice of basing fringe benefit eligibility on the
15 "regularly assigned hours" of the basic route.
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ARTICLE 35

BULLETIN BOARD AND MAIL SERVICES

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3 The Union shall have the right to postdated notice with an appropriate Union
4 identification, regarding activities and matters of Union concern on designated bulletin
5 boards, at least one (1) of which shall be provided at each site in areas frequented by
6 classified employees.

7 The Union may use the District mail service for communications to bargaining unit
8 members. Copies of all Union material posted or distributed for general Union information
9 shall be mailed by District mail to the Superintendent in a specially designated envelope
10 indicating immediate delivery to the Superintendent prior to the time the information is
11 posted, distributed, and/or placed in the District mail.

ARTICLE 36

CLOTHING

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3 Employees are required to report to work dressed appropriately and professionally
4 in clothing and practice personal hygiene for the job in which they are employed. However,
5 it is not the District's practice currently to require uniforms. If during the term of this
6 Agreement the District requires the wearing of uniforms, the District shall provide said
7 uniforms and provide for their replacement in the event said uniforms are damaged as a
8 result of wear during work. During the term of this Agreement, the District shall continue its
9 current practice of laundering required mechanics' overalls.
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ARTICLE 37

MILEAGE ALLOWANCE

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

5 If a District vehicle is not available, an employee may use his/her private vehicle for
6 school business subject to prior approval by the site administrator or the employee's
7 immediate supervisor. In such event, the site administrator or immediate supervisor will
8 review the mileage incurred and submit a request for reimbursement to Business Services.
9 No such request shall be allowed without the signature of the site administrator or
10 supervisor verifying that the vehicle was used for school business. In the event of such
11 verification, the employee shall be reimbursed, upon request, at the current IRS business
12 rate adjusted each fiscal year. Under no circumstances shall mileage reimbursement apply
13 to travel between the employee's residence and his/her place of work; mileage
14 reimbursement shall be strictly limited to use for authorized school business.
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ARTICLE 38

ATTENDANCE AT CONFERENCES

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

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

13 The District agrees to allow up to an additional ten (10) days of release time with
14 prior written justification to the Superintendent's Office which will not be unreasonably
15 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 Agreement, the District shall grant an Agency Shop provisions and requirements:

1. All bargaining unit members, and new 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 bargaining unit members, employed on or after October 6, 1977, or new 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 bargaining unit members or new bargaining members who, after thirty (30) calendar days of employment, through religious affiliation or reason of compelling personal conviction cannot pay dues or a service fee to the Union, shall be excluded from this Article and pay a like amount to AID (verification to the Union will be made). This section is not subject to Article 16, Grievance Procedure.

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

5. In the event the unit member fails to maintain membership as required above and/or by applicable law, said unit member shall, upon written request from the Union, be terminated by the District.

ARTICLE 41

TERMINATION DATE

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3 Terms and conditions of this agreement shall continue in effect until 12:01 a.m., July
4 1, 2004, with reopeners of two articles (other than Article 34 - Salaries and Fringe Benefits)
5 if elected either by the District or the Union, or both. The Union has the right to request
6 that the salary portion of the agreement be reopened effective July 1, 1997 if growth and
7 funding merit that decision.

8 Notice to amend or modify the terms and conditions of this Agreement shall be in
9 writing and shall be given no sooner than ninety (90) days prior to the above date by either
10 of the parties to this Agreement. During the sixty (60) day period, the parties shall meet for
11 the purpose of negotiating a new Agreement. It shall be further agreed that during the term
12 of this Agreement, the parties may mutually agree to reopen any Article for further
13 negotiations which may lead to modifications of this Agreement.

14 Effective date: July 1, 2001, approved by Board of Education April 17, 2002.

15 The terms and conditions of this Agreement shall be modified in accordance with
16 any new or amended provisions agreed to by the parties during their 2001-2002, 2002-
17 2003, and 2003-2004 reopener negotiations.

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ARTICLE 42

RETIREMENT HEALTH BENEFIT PROGRAM

Effective October 1, 1978, bargaining unit members who retire after:

1. Thirty (30) years of service in the Fontana Unified School District with the retirement at age fifty-five (55); or
2. Twenty-five (25) years of service in the Fontana Unified School District with retirement at age fifty-eight (58), according to District records, shall be eligible to continue participation in the District-sponsored medical insurance plan until the last day of the month in which the bargaining unit member reaches his/her 65th birthday, provided that the unit member has been covered under the plan for the five (5) years immediately preceding retirement. Retiree benefits shall terminate prior to age sixty-five (65) upon eligibility of the bargaining unit member for coverage under the plan of the spouse or another employer.

Effective October 1, 1981, bargaining unit members who retire after fifteen (15) years of service in the Fontana Unified School District with retirement at age fifty-five (55), according to District records, shall be eligible to participate in the District-sponsored medical insurance plan for any period of five (5) consecutive years between the time of retirement and the last day of the month in which the bargaining unit member reaches his/her 65th birthday, provided that the unit member has been covered under the plan for the five (5) years immediately preceding retirement. The years specified must be consecutive, and the period specified may not extend past the last day of the month in which the bargaining unit member reaches his/her 65th birthday. Five (5) years of coverage shall be the maximum entitlement. Retiree benefits shall terminate prior to age sixty five (65) or prior to usage of the full entitlement upon eligibility of the bargaining unit member for coverage under the plan of the spouse or another employer.

1 Bargaining unit members who are eligible to retire effective October 1, 1986, and
2 thereafter, along with their eligible dependents, shall be eligible to participate in a District-
3 sponsored health and welfare plan, which shall include medical, dental, vision, and life
4 insurance protection. In order to be deemed eligible, a bargaining unit member must have
5 fifteen (15) years of service in the Fontana Unified School District with retirement at age
6 fifty-five (55) or older, according to District records. Participation shall be for a maximum
7 period of six (6) consecutive years to commence at the time of retirement, provided that the
8 unit member has been covered under a plan for the three (3) years immediately preceding
9 retirement. With regards to life insurance, coverage shall be effective only until age
10 seventy (70). This benefit of continued coverage for a surviving spouse and other eligible
11 dependents shall only apply to unit members who retire and commence participation in the
12 Retirement Health Benefit Program under this Article on or after October 1, 1986, and who
13 die prior to termination of the program leaving a surviving spouse.

14 As an option to the above retirement provision, bargaining unit members who are
15 eligible for retirement effective October 1, 1988, under these provisions may elect to
16 participate in the District-sponsored medical insurance plan for a period of eight (8)
17 consecutive years to commence at the time of retirement. Under these provisions, retirees
18 would not enjoy dental, vision, and life insurance protection.

19 The surviving spouse of a unit member who dies prior to expiration of his/her
20 Retirement Health Benefit Program under this Article shall be entitled to continued benefits
21 for the remainder of the original six (6) or eight (8) year program. For retirees who selected
22 the full Health and Welfare Plan for six (6) years, the survivor benefits shall be limited to
23 medical, dental, and vision. For retirees who selected medical protection only for period of
24 eight (8) years, the survivor benefits shall be limited to medical only. In neither case shall
25 the benefits include life insurance protection for the surviving spouse.

1 The District's maximum health and welfare benefits allowance to the retiree shall be
2 for a maximum of six (6) consecutive years and shall be equal to active employee health
3 and welfare benefits in accordance with the following schedule:

4	<u>Regularly Assigned</u>	<u>Maximum Tenthly Contribution</u>
5	<u>Hours Per Day*</u>	<u>(Excluding July and August)</u>
6		
7	7 - 8.0	100.0%**
8	6 - 6.9	75.0%
9	5 - 5.9	62.5%
10	4 - 4.9	50.0%
11	3 - 3.9	37.5%
12	2 - 2.9	25.0%

13 *Average hours per day worked during the last three (3) years of employment prior
14 to retirement.

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

16 For married couples both of whom are employed by the District, arrangements may
17 be made at the time of retirement for the health and welfare benefits to be utilized in a
18 consecutive manner rather than concurrently. In this way, the protection to be enjoyed by
19 married retirees may be expanded to a maximum of twelve (12) years for full health and
20 welfare benefits or sixteen (16) years for medical benefits only. Under these
21 circumstances wherein unit members would seek to defer the engagement of benefits for
22 period of time not to exceed six (6) years due to eligibility under these provisions, the
23 District's responsibility to pay for fringe benefits shall remain at the same dollar amount in
24 effect at the time of retirement. When benefits are subsequently engaged by the
25 bargaining unit member, the retiree would be responsible to pay the difference in the rates
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1 from the date of retirement to the commencement of the benefits. Once the retiree's
2 participation is commenced, the retiree's contribution shall remain constant and any
3 subsequent increases in the costs of the benefit programs would be borne by the District.

4 Bargaining unit members serving the Fontana Unified School District with thirty-five
5 (35) or more years of service will be granted lifetime medical benefits for the employee and
6 spouse during the lifetime of the employee. Full retirement benefits shall be granted to the
7 surviving spouse of an employee who qualified for lifetime benefits under Article 42 until
8 said surviving spouse remarries, or is eligible for Medicare benefits, but under no condition
9 longer than eight (8) years. Notwithstanding the above, the retiring employee and spouse
10 will retain eligibility for the 6- or 8-year benefit option selected by the retiree.

11 For purposes of the foregoing, completion of seventy-five percent (75%) of the duty
12 days within a fiscal year shall constitute completion of a year of service. For the purposes
13 of this Article only, paid status shall exclude time elapsed during unpaid leaves of absence
14 for three (3) months or more and terminations of employment.

15 Retirees shall be responsible for payment for Health and Welfare benefit selections
16 which exceed the benefits provided herein.

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

20 Bargaining unit members who are eligible to retire effective July 1, 1992 and
21 thereafter, shall be eligible to participate in a District-sponsored health and welfare plan,
22 which includes medical, dental, vision and life insurance protection. In order to be deemed
23 eligible, a bargaining unit member must have fifteen (15) years of service with the District
24 with retirement at age fifty (50) or older according to District records.
25

1 Upon retirement a retiree may elect to change medical carriers in the event that said
2 retiree moves to an area not covered by the District's current health and welfare program.
3 The District shall only be responsible to pay the current medical rates and any rate
4 increases for which the retired employee is eligible pursuant to this article.

5 **EARLY RETIREMENT INCENTIVE PROGRAM (GOLDEN HANDSHAKE)**

6 **General**

7 The District will establish an Early Retirement Incentive Program (ERIP) in
8 accordance with Government Code Section 20856. Application of this section shall in no
9 way impair access of the bargaining unit members to retirement benefits as identified in
10 other sections of this article.

11 **Eligibility**

12 Current unit members shall be eligible based on the following criteria:

13 Length of service - Applicants must have a minimum of five (5) years of retirement
14 credit earned by service in the Fontana Unified School District. A year of service is defined
15 as completion of 75% of the duty in a fiscal year. For purposes of this article only paid
16 status shall exclude time elapsed during unpaid leaves of absence for three months or
17 more and terminations of employment.

18 Letters of Retirement - Applicants shall submit a letter of intent to retire under these
19 provisions.

20 **Benefits**

21 Applicants shall be entitled up to a maximum of two (2) years of service credit
22 regardless of credited service not to exceed the lapsed period of time intervening between
23 the date of the member's retirement and the date the member attains normal retirement
24 age as determined by PERS Board. The benefit of up to an additional two (2) years service
25 credit shall be provided.

1 Savings

2 Participation in this program shall not result in a permanent reduction in the work
3 force of the Classified unit. Temporary reduction in force as a result of this program will not
4 exceed six (6) months in duration. Other than savings from temporary reduction in force as
5 noted above, savings will be derived from the difference in the new employee's pay rate
6 and benefits and the retiree's pay rate and benefits (such savings to be analyzed as the
7 aggregate two-year savings of all proposed participants in any given year).

8 Modification

9 It is the intent of the parties that this program be pursuant to and in compliance with
10 legislative provisions. In the event such provisions are modified by subsequent legislative
11 action or that of a court of competent jurisdiction, the terms of the program shall be
12 modified accordingly.

13 Procedure

14 The District shall offer a single "window period" per year which shall conform to the
15 requirements of law.

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ARTICLE 43

UNION RIGHTS

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

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

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

The District shall pay the President the same salary and fringe benefits he/she would otherwise have received without loss of seniority or other rights and benefits. It is agreed and understood that while serving in the capacity as President of the Union, the individual remains an employee of the District. On those days that the Union President is on vacation, sick leave, jury duty, bereavement or conference leave, the USWA Local 8599 shall be granted up to thirty-five (35) additional days of leave to maintain coverage for the Union President, as necessary. Coverage must be requested in writing from the Superintendent at least three (3) days in advance, if possible. The Superintendent shall not unreasonably deny such requests. The Union shall reimburse the District at the

1 District-incurred substitute employee cost or at the employee's daily rate of pay when no
2 substitute is used for each day of leave requested. Any one individual employee may use
3 no more 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, beginning July 1, 1998, to be utilized when conducting Union
6 business. Any representative may use no more than twenty (20) working days of said paid
7 Union leave within each fiscal year.

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

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

16 Every effort will be made to inform bargaining unit members to direct
17 communications to the Union representative's headquarters and not at the Union
18 representative's work site or location. Exceptions to this provision may be considered
19 appropriate when issues of employee health and safety or matters of urgency are involved.
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ARTICLE 44

DRUG AND ALCOHOL TESTING

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

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

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

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

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

2. That the Article in no way modifies the District's position as stated in Article 15, lines 14-18.

ARTICLE 45

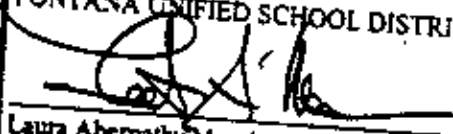
MEMORANDA OF UNDERSTANDING


All Memorandums of Understanding agreed to shall remain in effect for the term of this Agreement unless the parties agree to modify said Memorandums of Understanding.

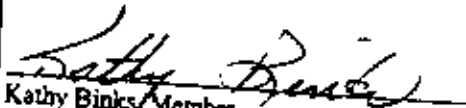
Memorandums of Understanding not incorporated into this Agreement shall not be binding on the parties.


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BOARD OF EDUCATION
FONTANA UNIFIED SCHOOL DISTRICT


Laura Abernathy Mancha
President

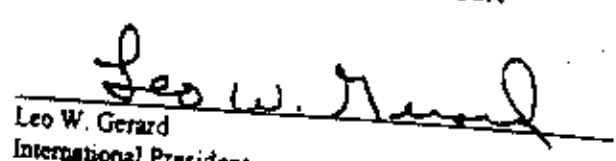

D. Wayne Ruble, Ed.D., Clerk

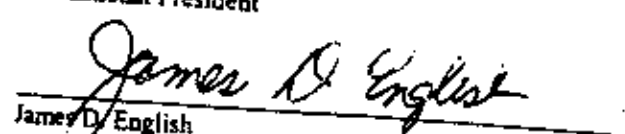

Kathy Binks, Member

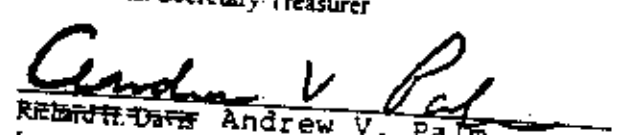

Gus Hawthorn, Member

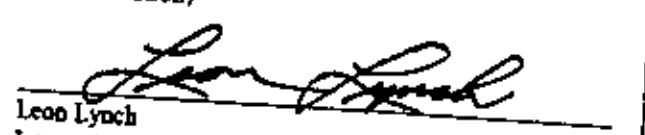

Rick McClure, Member

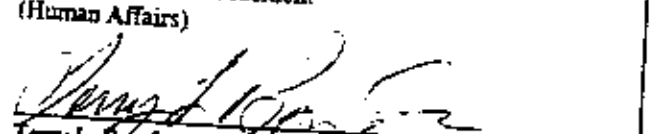
UNITED STEELWORKERS OF AMERICA



Leo W. Gerard
International President

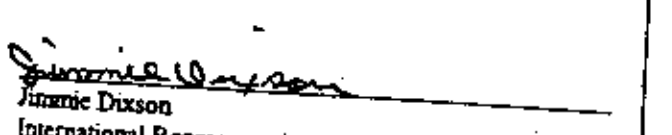

James D. English
International Secretary-Treasurer


Richard H. Davis Andrew V. Palm
International Vice President
(Administration)

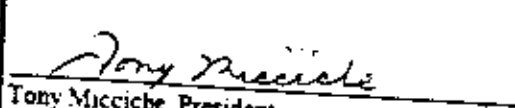

Leo Lynch
International Vice President
(Human Affairs)

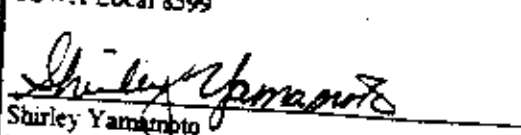

Terry L. Bonds
Director, District 12

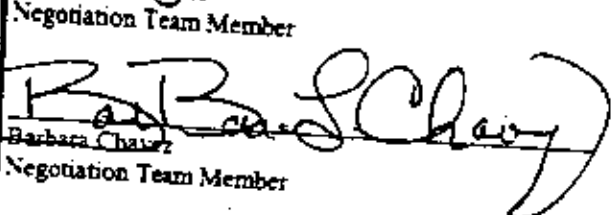

Wayne A. Clary
Sub-District Director

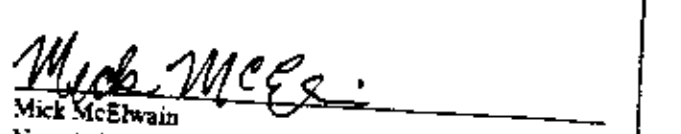

Jimmie Dixon
International Representative

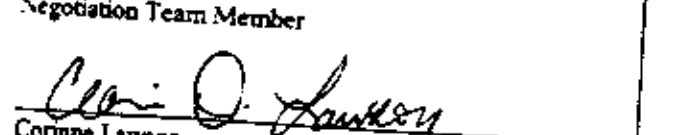
CLASSIFIED BARGAINING UNIT
LOCAL 8599, USWA


Tony Micciche, President
USWA Local 8599


Shirley Yamamoto
Negotiation Team Member


Barbara Chavez
Negotiation Team Member


Mick McElwain
Negotiation Team Member


Corinne Lawson
Negotiation Team Member

MEMORANDUM OF UNDERSTANDING

(REVISED)

It is agreed and understood by and between the Fontana Unified School District ("District") and the United Steelworkers of America, Local 8599 ("Union"), as follows:

Whereas, the District frequently has openings for aides at school sites, and

Whereas, frequently there are more applicants for these positions than there are available openings, and

Whereas, it is the desire of the District and the Union to first offer these positions to employees who are already employed in that same class at the site where the vacancy exists,

Now therefore, effective December 11, 1989, it is agreed and understood by and between the District and the Union that when an aide position becomes vacant at a site, the following procedure shall be followed:

1. The vacancy shall first be posted by the site administrator at that site only for a minimum period of five (5) days;
2. Applications shall be accepted by the site administrator only from employees who are currently employed at that site;
3. The site administrator and at least one teacher from the appropriate department shall interview those applicants, and
4. The site administrator shall select the successful candidate pursuant to Article 10 of the collective bargaining agreement, to wit:
 1. Skill and ability to perform the work as demonstrated by prior experience and competence.
 2. Physical fitness.
 3. Length of Continuous Service.

When, in the judgement of the District, a junior employee exceeds a senior employee in connection with factors 1 and 2 listed above, then the District may select the junior employee for promotion.

When factors 1 and 2 above are equal, length of continuous service shall be controlling.

5. If, after adhering to these procedures, either no applications are received from employees at that site, or, in the judgement of that site administrator, a suitable candidate cannot be found from the site-only applicants, then the position in question may be posted District-wide pursuant to the provisions of aforementioned Article 10 of the collective bargaining agreement.

It is further agreed that this agreement shall exclude all campus aide positions and further, that this agreement shall remain in effect until such time as the District and the Union shall by mutual agreement modify said agreement.

For the District:

William H. Du

15 DEC 89
Date

For the Union:

Cecelia Amato

Dec. 15, 1989
Date

AGREEMENT

Recognizing that changes in payroll procedures for employees many times result in unforeseen difficulties for employees, and

Recognizing that it is the desire of the District and USWA Local 8599 to prevent such difficulties, and

Recognizing that such difficulties often negatively impact employee morale and loyalty,

The Fontana Unified School District and USWA Local 8599 hereby agree that all future changes in payroll procedures and policies which affect employees' actual dollar amounts received per pay period, or which affect the number of paychecks employees receive in a fiscal year, or policies and procedures which in any other manner may alter amounts or frequency of paychecks, shall include union input and shall not be implemented until and unless such opportunity to participate in proposed changes in policy or procedure has been accorded to the Union.

This agreement shall not be interpreted to mean that payroll procedures are subject to formal negotiation procedures. The sole purpose of this agreement is to provide both parties with an opportunity to present proposals and voice concerns regarding payroll procedures so that fewer employee difficulties arise when in the course of conducting District business, changes are necessary in payroll policies.

Finally, it is agreed that the employees whose names appear below shall, from this point forward, in each succeeding fiscal year, continue to be compensated on an "actual earnings" basis rather than the District's present "even-pay" policy. This practice shall continue on a year-to-year basis and does not require each individual employee to request such payment each year. If an affected employee requests removal from this procedure, or because of a change in work status no longer qualifies for such special consideration, that employee shall subsequently be precluded from returning to such status absent a new agreement to that effect.

Employees on "Actual Pay Status":

- Ellie Chambers
 - Mary Ann Barker
 - Cindy Copeland
 - Dorothy Kowalski
 - Penny Bekku - added 3 OCT 90
- For the Union:

For the District:

William H. Freeman 4/13/90
Director, Personnel Services
and Employee Relations
William H. Freeman

Emmanuel D'Souza 4/15/90
Assistant Superintendent, Business
Emmanuel D'Souza

Cecilia Amato 4/13/90

SETTLEMENT AGREEMENT

USWA Grievance #1225 - Stanley Wagner

In settlement of Grievance #1225, it is agreed and understood as follows:

1. Effective August 30, 1990, all M&O employees affected by the AQMD trip-reduction plan shall be granted Holidays in full-day blocks, i.e., an "H" will be entered on the service report, and unit members shall not be charged vacation or any other leave on any holiday.
2. All affected bargaining unit members in M&O who were assessed vacation or other leave on any holidays occurring on or after January 11, 1990, shall have the actual number of these hours restored to their accumulated leave balances.
3. All M&O employees affected by the AQMD trip reduction plan who previously declined to participate in the 4-10 work week shall be given, on a one-time basis, the opportunity to enter the 4-10 program.
4. This agreement constitutes the full and final settlement of USWA Grievance #1225. The District, Union and the Grievant all agree and acknowledge that this grievance shall not be subject to further grievance process, Board hearing, arbitration, or civil suit, and that by signing below, this grievance shall be considered settled and closed.

For the District:

William H. Freeman 9/14/90
William H. Freeman, J.D. Date
Director, Personnel Services
and Employee Relations

For the Union:

Larry McCraney 9/14/90
Larry McCraney Date
Grievance Chair, USWA Local 8599

Stanley E. Wagner 9/14/90
Stan Wagner, Grievant Date

MEMORANDUM OF UNDERSTANDING

WHEREAS, the District and the Union have recently participated in a joint pilot program for daytime custodians at the elementary level, and

WHEREAS, this pilot program has proven to be effective and successful, and

WHEREAS, it is the intent of the District and the Union to implement this pilot program throughout the district where feasible,

It is therefore agreed as follows:

1. Daytime Custodian positions will be offered to Range 12 Custodians who are currently working the cafeteria load at the selected elementary schools indicated below.
2. In the event a cafeteria load custodian declines the above position, the day position shall then be offered to the next most senior District-wide, Range 12 Custodian working at that specific site.
3. If all Range 12 Custodians at that site decline the daytime position, the District shall open that daytime position to all Range 12 Custodians throughout the District. The selection for the daytime custodian shall then be made pursuant to our current custodial transfer policy, the net result of which will be the least senior custodian at that site being involuntarily transferred to another site to accommodate the new custodian transferring in.
4. The offer to assume the daytime custodian position shall be offered to the person performing the cafeteria load at each site as of January 10, 1991.
5. The Union understands and acknowledges that the custodian transferred into the new day shift shall no longer receive the five percent B-shift differential pay, effective upon the date the daytime custodian assumes his new duties.
6. The District will delete one B-shift Range 12 Custodian per affected site, and will create one Range 13 Senior Custodian at each affected site. Each custodian who assumes the new day position shall be reclassified to Range 13 Senior Custodian, with no change in their step and/or hire date.
7. The following elementary sites shall implement daytime custodians pursuant to this agreement:
 - Juniper
 - Maple
 - Oak Park
 - Cypress
 - North Tamarind

Oleander
Randall-Pepper
Shadow Hills
Tokay
Palmetto
Virginia Primrose
West Randall

As a result of current understaffing, the following schools are presently unable to participate in the elementary daytime custodian program:

Chaparral
Jurupa Hills
Live Oak
Locust
Poplar
Redwood
South Tamarind

If, in the future, any of these schools are able to enter this program, all of the above procedures shall be adhered to and followed when selecting the initial daytime custodians for those sites.

8. These procedures for selecting daytime custodians shall be effective only for the initial selection of a daytime custodian at each elementary site. Vacancies which occur when the original daytime custodians vacate their positions shall be filled pursuant to the then-current Collective Bargaining Agreement which addresses job vacancies, and the custodial transfer policy which is contained in the Custodial Handbook. The implementation of this District-wide program effectively ends the pilot program currently underway at Maple and Oak Park Elementary Schools, and upon implementation of this new program, those daytime custodians currently receiving B-shift differential pay at those sites shall cease receiving such pay.
9. All parties agree to meet in the future as necessary to address any problems or concerns which may be a result of this daytime custodian program. Any decision to delete or substantially modify the daytime custodian position at an elementary site shall first be preceded by a meeting between the Union, personnel, management representatives, and affected site administrator.
10. Finally, the Union agree that by executing this agreement it shall not file, advance or encourage members to file grievances and/or take any other action,

whether civil or administrative, to challenge any provisions, including seniority, of this agreement.

Entered into and executed this 23rd day of January 1991.

Dicksie Spolar
Dicksie Spolar, President
Board of Education

Cecelia Amato
For the Union

John D. Piazza
John D. Piazza, Clerk
Board of Education

Donald Fuller
For the Union

Kathy Birks
Kathy Birks, Member
Board of Education

Chris Blay
For the Union

Wayne Ruble
Wayne Ruble, Member
Board of Education


For the Union

William Tunney
William Tunney, Member
Board of Education

For the Union

FONTANA UNIFIED SCHOOL DISTRICT
Office of Personnel Services
Fontana, California
357-5060
FAX 355-2056

MEMORANDUM TO: Don Lander, Director, Food Services
Chris Blazer, President, USWA Local 8599
Ivy Cash, USWA Grievance Rep., Cafeteria

FROM: William H. (Bill) Freeman, J.D.
Director, Personnel Services
and Employee Relations 

DATE: June 12, 1991

SUBJECT: Policy on Calling Substitute
Workers During the Summer

On Friday, June 6, 1990, I met with Betty Bell, Cecelia Amato, and Ken Ross to discuss the policy for calling substitute food service workers during the summer. At that meeting, the procedures outlined below were agreed to. Because questions have arisen this year regarding this same matter, I checked with Irene Keating, Food Service Coordinator at Fohi, to determine whether or not these procedures were, in fact, followed last summer. Irene stated that yes, these were the correct procedures, and they were utilized during the summer of 1990. Therefore, the procedures referenced below will be adhered to this summer when calling substitute food service worker employees.

1. FOOD SERVICE WORKERS -
 - a. First, by district seniority, all Range 7 Food Service Workers shall be called on a rotating basis.
 - b. Second, if no Range 7 Food Service Workers are available, then Range 10 Elementary Kitchen Operators who are on the summer sub list may be called in the same process as in "a" above.
2. ELEMENTARY KITCHEN OPERATORS -
 - a. First, Range 7 Food Service Workers at that site are to be called in rotation, utilizing site seniority.

- b. Second, traditional Elementary Kitchen Operators on the sub list are to be called, utilizing District seniority.
 - c. Third, Food Service Workers from other sites are to be called, utilizing District-wide seniority, on a rotating basis.
3. COOKS AND BAKERS -
- a. First, subs are to be called from Food Service Workers at that site based on site seniority.
 - b. Second, if no qualified persons are available, subs are to be called from the approved District-wide summer Food Service Worker sub list, on a rotating basis, utilizing District-wide seniority.


Please feel free to contact me should you desire further information.

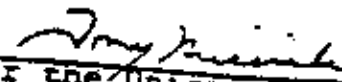
WHF/sjp

cc: Manny D'Souza
Don Burnich
All Food Service Coordinators
File

It is agreed and understood that year-round and off-track substitute food service employees will be given the same rights as outlined in this Memorandum of Understanding.

Fortana Unified School District and United Steelworkers of America, Local 8599, have reviewed and agree to continuance of this agreement. Dated March 6, 1996


For the District


For the Union

(Food Service Workers are called Child Nutrition Assistants as of 10/9

Joint Union/Management Collaboration Committee
Fontana Unified School District

Statement of Accountability

We, the employees of the Fontana Unified School District, are committed to the education and betterment of our students. We strive to prepare our students to meet the needs of the 21st Century by our collaborative example in the workplace.

We seek new ways to make the "team effort" a commitment that will make everyone's job a safe and cost-effective way of life.

We are pledged to empower everyone equally to meet the challenges before us. Each individual's involvement is vital and encouraged.

We shall utilize change as a tool to accomplish our mission. Our joint effort by Management and Union shall continue to evolve just as our needs and the needs of our students continue to evolve.

We will accept no less than total success.

Joint Union/Management Collaboration Committee

Fontana Unified School District

Goals

EDUCATION:

To continually educate our employees to meet the needs of the Fontana Unified School District and its students in the 21st Century.

EMPLOYEE SECURITY:

To provide employee security along with a secure compensation level.

TEAM WORK:

To utilize teamwork through committees involving both Management and Union.

COST-EFFECTIVENESS:

To become a cost-effective example and leader in the education field for every other school district.

TECHNOLOGY & ENVIRONMENT:

To develop our technologies to meet our needs and also protect our environment for future generations.

Joint Union/Management Collaboration Committee
Fontana Unified School District

Committees

Strategic Planning and Steering Committee

- Create a goal
- Develop a statement of vision
- Set up committees to structure our direction
- Devise collaborative planning techniques
- Oversee the entire process
- Membership - 'The Arizona Group'

Communication Committee

- To educate the employees
- To open up new channels of communication
- Utilize everyone's ideas and input through better ways of gathering it
- Membership - One person from each department (5-8)

Three (3) representatives from the Custodial Department

One (1) Union representative

Implementation Committee

All department supervisors and one from communications committee, and three employees at large.


Tom Niccicola 3/26/96
For the Union

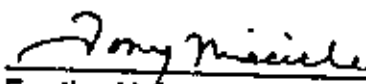
Ken J. Blank
For the District

Dated: March 6, 1996

PROPOSED
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FONTANA UNIFIED SCHOOL DISTRICT
AND
UNITED STEELWORKERS OF AMERICA, LOCAL 8599

It is agreed that the Fontana Unified School District will approve an annual stipend of 2.25% of base salary to Yvonne Alaniz, Cindy Bennett, Cordelia Bentley, Eleanor Chambers, Yolanda Edeling, Pam Gordon, Charlotte Hernandez, Kim Hill, Gail James, Julia Johannsen, Sara Jordan, Linda Kotichas, Kathleen Rojas, Lois Scheel, Darlene Sherman, Gail Van, and Paul Westbrook, in compensation for continuing performance in dictation skills expectation in excess of current job description requirements due to proposed changes in the Senior Secretary job descriptions (anticipated effective date 8/15/96). This stipend is authorized only for those persons listed herein who currently occupy the position of Senior Secretary (proposed to be renamed either Senior Secretary I or Senior Secretary II). This stipend will discontinue only on separation from employment or if an employee noted above is placed in a position requiring 80 wpm dictation skills.


For the District _____
Date 8/13/96


For the Union _____
Date 8/13/96


USWA International Rep. _____
Date 8-13-96

MEMORANDUM OF UNDERSTANDING

TRANSPORTATION ATTENDANCE INCENTIVE PROGRAM

The program would start on 9/1/95 and end on 6/30/95

Attendance Incentive: All employees with no more than the following hours of absence of illness, personal necessity or industrial accident in 1995-96 will receive the following bonus at the end of the year. (Dr. Harshman is making arrangements so that bonus payments are in a special check to reduce the impact of withholding.) (Please note that each employee is eligible to qualify in only one category.)

Due to the disparity in the number of hours worked by each driver and the difference in impact of one day's absence based on the number of hours worked, the committee developed two categories based on driver work hours.

Incentive for all Drivers

Each driver would be placed in one of the two categories below based on the number of hours worked for more than six months of the year. This would mean that if a driver worked for more than six months of the year in the 6-8 hour category, they would be placed in that category for determination of incentive. If a driver worked for more than six months of the year between four and up to five and three-quarter (5.75) hours, they would be placed in the four to six hour category.

	<u>Hours Used</u>	<u>6-8 regularly assigned hrs.</u>	<u>Hours Used</u>	<u>4-5.75 regularly assigned hrs.</u>
Zero hours used	0	\$300.00	0	\$300.00
Less than or equal to xx hours used	12	\$275.00	8	\$275.00
Less than or equal to xx hours used	20	\$250.00	13	\$250.00
Less than or equal to xx hours used	28	\$225.00	18	\$225.00

(Payments will be prorated for employees with work years of less than 12 months.)

Though payments are the same as the M&O program, compensation time could not be used to make up absences because Transportation must obtain substitutes when drivers are absent. Furthermore, due to the use of mandatory vacation days drivers would not be able to use vacation time to cover sick leave or personal necessity absences in the same fashion that is available for M&O employees. Therefore, the number of hours of absence in each category of eligibility for incentive payment has been somewhat increased to take account of this difference in the lack of flexibility available to employees of the Transportation Department.

Incentive Plan for Non-Bus Driver, Van Driver, Garage and Transportation Staff

Zero hours used	\$300.00
Less than or equal to 8 hours used	\$275.00
Less than or equal to 16 hours used	\$250.00
Less than or equal to 24 hours used	\$225.00

This portion of the program is identical to the M&O Attendance Incentive Program.

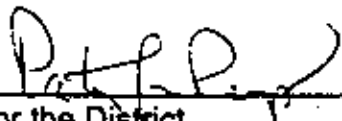
ABSENCE DISINCENTIVES:

Employees with excessive absences would be ineligible for extra assignments such as field trips for one rotation. Excess absence was identified as more than 12 days per year, a day being defined according to each driver's "regularly assigned hours." After reaching the excess absence level, an employee would lose eligibility for extra assignments for one full rotation of the seniority list for each instance of absence.

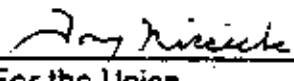
All employees in the Transportation and Garage departments would be required to obtain medical verification for absences due to sick leave when more than 12 days per year sick leave/personal necessity absence has been used.

IMPORTANT NOTE: HARDSHIP STATUS WAIVER

The committee recognizes that employees with normally good attendance are sometimes affected by hardship conditions which cause unusual incidents of excess absence. Therefore, the committee would set up a subcommittee to screen hardship cases and authorize exception from imposition of penalties for excessive absence in these cases.



For the District

 Aug 22 1995

For the Union

FONTANA UNIFIED SCHOOL DISTRICT
9680 Citrus Avenue
Fontana, California

October 17, 1985

MEMORANDUM TO: United Steelworkers of America, Local 8599
FROM: Fontana Unified School District
SUBJECT: Union Concern

Problem 1: There are alleged inherent inequities in the compensation being given to classroom aides over their year of employment. The inequities allegedly occur when comparing traditional school to the various tracks of the CSP.

Problem 2: Due to the different work years involved in CSP, many aides receive very small checks periodically throughout the year making it difficult to finance the costs of health and welfare benefits.

The District offers the following solution to the Union Concerns:

The District recommends that the aides on the various CSP tracks take certain days of vacation throughout the year when they would be in a non-work status in such a way that the vacation days would correspond to traditional holidays. In so doing, CSP aides would qualify for additional holiday pay increasing their annual salary.

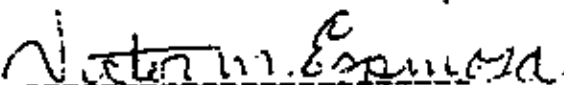
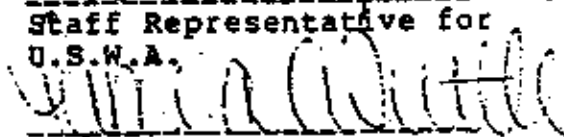
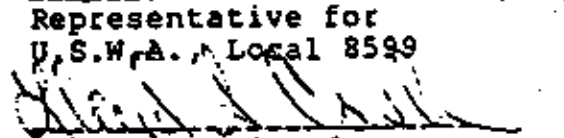
In regard to leveling the compensation received over the work year, this approach to taking vacation days in relationship to holidays will provide more consistent salary on a check-by-check basis.

This offer of settlement in no way sets a precedent for present or future concerns. This offer constitutes full and final settlement of this Union concern.


Representative for District


Representative for District


Representative for District


Staff Representative for
U.S.W.A.

Representative for
U.S.W.A., Local 8599

Representative for
U.S.W.A., Local 8599

MR:nn

PROPOSED
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FONTANA UNIFIED SCHOOL DISTRICT
AND
USWA Local 8599

16 May, 2002

RE: Child Development Teacher Retention Bonus Grant

Whereas the San Bernardino Children's Network has made available a "Teacher Retention Stipend Program" funded by Proposition 10 with the intention of encouraging retention of childcare and preschool teachers and classified employees, and

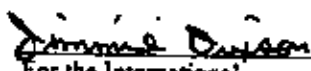
Whereas the Fontana Unified School District has been granted an award for eligible employees within the bargaining unit and expects to be eligible for an award in the school year 2002-2003,

The parties agree that each eligible bargaining unit member will have the opportunity to apply for and receive a financial "bonus" from the granting agency in an amount determined by the granting agency in connection with the employee retention effort noted above.

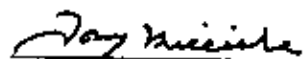
Funds from this program will be received by the district and distributed to employees who are awarded the grant through the payroll system.



For the District Date

 5-17-02

For the International Date

 5/14/02

For the Local Date

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
FONTANA UNIFIED SCHOOL DISTRICT
AND THE
UNITED STEELWORKERS OF AMERICA, LOCAL 8599


Re: Article 29 - Union Leave of Absence

It is agreed and understood by and between the Fontana Unified School District ("District") and the United Steelworkers of America, Local 8599 ("Union"), as follows:

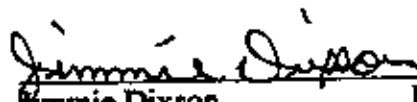
All requests generated under Article 29 shall be submitted in a timely manner, which shall include two weeks prior notice. Any request less than two weeks shall not be unreasonably denied. The District will endeavor to approve such leaves provided that the impact upon the work force is not unreasonable.


This agreement constitutes the full and final settlement of USWA Grievance #3035-01. The District, Union and the Grievant all agree and acknowledge that this grievance shall not be subject to further grievance process, Board hearing, arbitration, or civil suit, and that by signing below, this grievance shall be considered settled and closed.


For the District:


Patricia J. Peoples, Ed.D., Date 4/6/02
Associate Superintendent - HR

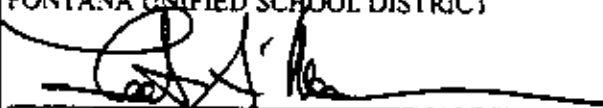
For the Union:



Jimmie Dixon Date
USWA International Representative



Mick McElwain Date 6.6.02
Grievance Chair, USWA Local 8599


Tony Micciche Date 5/6/02
President, USWA Local 8599


1 BOARD OF EDUCATION
2 FONTANA UNIFIED SCHOOL DISTRICT

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5
6 
7 Laura Abernathy Mancha
8 President

9
10 
11 D. Wayne Ruble, Ed.D., Clerk

12
13
14 
15 Kathy Binks, Member

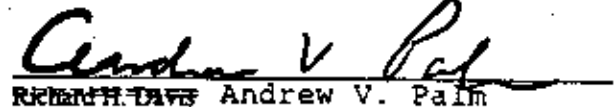
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20 Gus Hawthorn, Member

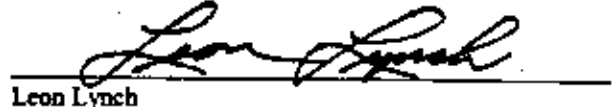
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26 Rick McClure, Member

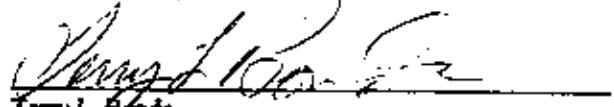
UNITED STEELWORKERS OF AMERICA

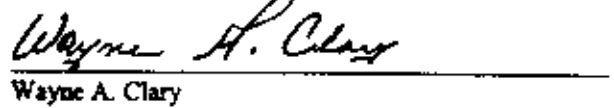

Leo W. Gerard
International President

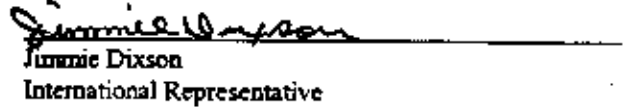

James D. English
International Secretary/Treasurer


~~Richard H. Davis~~ Andrew V. Palm
International Vice President
(Administration)

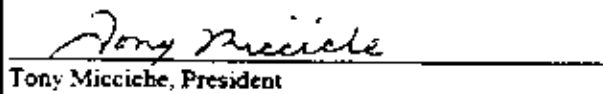

Leon Lynch
International Vice President
(Human Affairs)

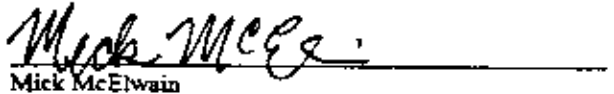

Terry L. Goods
Director, District 12


Wayne A. Clary
Sub-District Director

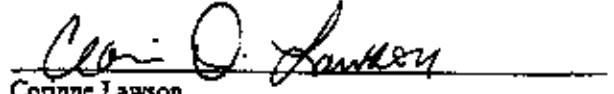

Jimmie Dixson
International Representative


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42 CLASSIFIED BARGAINING UNIT
43 LOCAL 8599, USWA

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45
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47 Tony Micciche, President
48 USWA Local 8599


Mick McElwain
Negotiation Team Member

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52 Shirley Yamamoto
53 Negotiation Team Member


Coranne Lawson
Negotiation Team Member

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57 Barbara Chavez
58 Negotiation Team Member