

SIDE AGREEMENT

between

The Fontana Unified School District

And

United Steelworkers, Local 8599

Temporary On-Site Work Differential Pay

April 2, 2020

This Side Agreement is entered into between the Fontana Unified School District ("District") and The United Steelworkers, Local 8599 ("Union").

WHEREAS it is acknowledged that:

- After business hours on March 19, 2020, the California Governor issued a "shelter in place" order suspending non-essential services and requiring non-essential workers to refrain from reporting to work effective March 20, 2020.
- As a result of the Governor's "shelter in place" order, Fontana Unified School District schools and administrative sites were closed and at this time will remain closed through May 28, 2020, the remainder of the 2019-2020 school year.
- It is a benefit to the District and the community for essential services to continue to be provided by FUSD during the closure and curtailment of operations.
- During the closure or curtailment of operations, the District may require some unit members, determined to be essential to its continued operations, to physically work at District sites to perform work assigned in accordance with Government Code section 3100, which states that public employees may be assigned to perform disaster service activities as directed by their superiors.
- Other unit members not required to work on site shall be "on call" and subject to direction by the District during normal business hours unless these other unit members have indicated an inability to work.
- This Side Agreement is to address those unit members, identified by the District as essential workers, who are required to physically report on site to work during the school site and administrative site closures as a result of the CA Governor's "shelter in place" announcement.
- Essential services workers are defined as unit members who are required by the District administration to perform job duties by physically reporting to a District work site.
- Essential services workers do not include unit members working from home, unit members on leave and/or those who have indicated that they are unable to work.
- Classified Bargaining Unit Members working their contracted workdays and normal shifts are normally compensated at their regular pay rates and at the respective step on the salary schedule for their positions.
- Hourly Bargaining Unit members who work are normally compensated at their regular hourly pay rates for the position.

THEREFORE, it is mutually agreed that:

- Effective Monday, March 30, 2020, for essential services unit members:
 - In lieu of the regular pay rate paid for normal work shifts, Unit Members providing essential services physically at a District work site during the closure at the request and direction of District administration, will be paid a five percent (5%) *Temporary On-Site Work Differential* rate for authorized hours worked.
 - Unit members identified as essential services workers, but who do not physically report to work on-site are ineligible for the *Temporary On-Site Work Differential*.
 - Unit members who are working from home or who did not work or are not working due to being on leave are ineligible for the *Temporary On-Site Work Differential*.

- Essential services employees who have been physically working on-site providing essential services as of Monday, March 30, 2020 will be given the first opportunity for continued on-site work and the corresponding five percent (5%) *Temporary On-Site Work Differential* pay.

- In accordance with Article 5-District Rights of the Collective Bargaining Agreement, the District retains all its powers and authority to direct, manage and control, including determining: staffing needs; the times and hours of operation; the types and levels of services to be provided; the method and means of providing services; and the number and classification of personnel. Therefore, seniority is not required to be used for staffing selection; however, this does not preclude administration from using seniority as a selection criterion.

- This Agreement is for the 2019-2020 school year only, will expire on May 29, 2020, and will not become part of the CBA upon expiration.

- This Side Agreement is not precedent-setting nor shall it form a basis for any past practice.

- This Side Agreement is exclusive to the essential services workers as identified herein as being eligible and is exclusive to the matter referred to herein and therefore, does not extend to any other employees or extend any additional benefits beyond what is stated in this Agreement and the CBA.

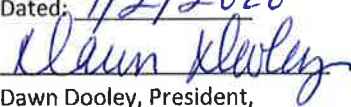
FOR THE DISTRICT

Dated: 4/2/2020


Randal S. Bassett, Supt.

FOR THE UNION

Dated: 4/2/2020


Dawn Dooley, President,
USW, Local 8599