

**TENTATIVE AGREEMENT
BETWEEN THE
FONTANA UNIFIED SCHOOL DISTRICT
AND THE
UNITED STEEL WORKERS
October 16, 2023**

The Fontana Unified School District (FUSD) and the United Steel Workers (USW) hereby agree to this tentative agreement whereby all provisions of the current collective bargaining agreement shall remain in full force and effect except as modified below:

ARTICLE 12:

Hours of Work

ADDITIONAL ASSIGNMENTS

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

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

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

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

D. Additional Assignments shall be offered to those Classified Bargaining Unit Members in the same classification based on a rotation of District seniority at the site (e.g., School Site Aides, Kitchen Assistants).

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

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

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

B. Classified Bargaining Unit Members who have been absent more than ten (10) days by May 1st during the school year for which the additional assignment selection is being made will be considered to have poor attendance for the purposes of additional assignment selection for the Summer Meal Program. Classified Bargaining Unit Members who have failed to complete their additional assignment for the previous year's Summer Meal Program, regardless of whether they have been absent more than ten (10) days as specified above, will be considered to have poor attendance for the purposes of additional assignment selection for the Summer Meal Program. Industrial Accident, Jury Duty, Imminent Death, Bereavement, and Vacation leaves will be excluded from the attendance criteria used to determine poor attendance as specified in this section of the Agreement.

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

WORK OUTSIDE OF CLASSIFICATION

In circumstances where a Classified Bargaining Unit Member is working temporarily for short periods of time or on a day-to-day basis in a position in a higher job classification other than his/her own with the expectation by the supervisor that the Classified Bargaining Unit Member is fully performing all of the duties required, the rate of pay provided shall be established at the appropriate range and step that would provide the next higher rate of pay than that normally received by the Classified Bargaining Unit Member. For long term Positions assignment opportunities lasting five (5) or more scheduled days, work Outside of Classification shall be offered to Classified Bargaining Unit Members based on a rotation of site seniority. Requests for reclassification shall be


addressed using the process outlined under Article 11 entitled New or Changed Job Classification.

Unless otherwise specified in the Agreements, the changes made by this Tentative Agreement shall become effective on the date the Governing Board approves and the Association membership has ratified the Tentative Agreement.

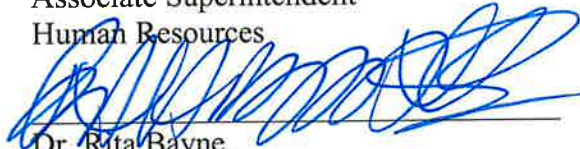
Fontana Unified School District:

United Steel Workers Local 8599:


Dated: 10/16/23




Dr. Douglas Staine,
Associate Superintendent
Human Resources



Dr. Rita Bayne,
Executive Director
Human Resources, Classified



Dawn Dooley
President, USW



Marly Sandoval
International Representative, USW