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 14

Probationary Period

NEW HIRES

Classified Bargaining Unit Members shall be on probation during the first six (6) months of paid service or one hundred thirty (130) workdays of paid service, whichever is longer.

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

SALARY SCHEDULE ADVANCEMENT

Classified Bargaining Unit Members that successfully pass probation between the 1st and the 15th of the month hired prior to the sixth (6th) day of the month shall advance to Step 2 on the 16th first (1st) day of the month in which permanency is earned.

Classified Bargaining Unit Members that successfully pass probation between the 16th and the last day of the month hired on the sixth (6th) through the twentieth (20th) day of the month shall advance to Step 2 on the 1st day of the following month sixteenth (16th) day of the month in which permanency is earned.

Classified Bargaining Unit Members shall advance to Steps 3, 4, and 5 one year after attaining the previous step.

Classified Bargaining Unit Members hired on the twenty-first (21st) day of the month or after shall advance to Step 2 on the first (1st) day of the month following the month in which permanency is earned.

PROMOTIONAL ADVANCEMENT

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

Members who promote to an unrelated job classification will be placed on probation for ninety (90) days of paid service (ex. District Safety Officer to Technology) and may be subject to an additional probation period of forty (40) days of paid service at the District's option, provided the extension of the probationary period is not a result of the evaluator's failure to evaluate in a timely manner.

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

All Classified Bargaining Unit Members with an extended probationary period shall remain on their current step and, if awarded permanency, move to the next step after probation, unless the Unit Member is already on the maximum step.

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

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:

Dr. Douglas Staine,

Associate Superintendent

Human Resources

Executive Director

Human Resources, Classified

Dawn Dooley

President, USW

Marly Sandoval

International Representative, USW