

**TENTATIVE AGREEMENT  
BETWEEN THE  
FONTANA UNIFIED SCHOOL DISTRICT  
AND THE  
UNITED STEEL WORKERS**  
September 15, 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 20**

**Jury Duty/Court Appearance**

**JURY DUTY**

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

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

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

However, If an employee has a personal matter that caused them to request a deferral, they must make that request in advance via the court portal. If an employee chooses to report to court and request a deferral at any time of day they shall not be compensated.

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

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

In the event a Classified Bargaining Unit Member, responding to a jury duty summons, is required to call the court offices to receive instructions as to whether or not to report to jury duty, the Classified Bargaining 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 Classified Bargaining 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 as jury duty leave.

COURT APPEARANCE

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

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: 9/15/23



Dr. Douglas Staine,  
Associate Superintendent  
Human Resources



Dr. Rita Bayne,  
Executive Director  
Human Resources, Classified



Dawn Dooley  
President, USW



Marly Sandoval  
International Representative, USW