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 30:

Vacation Leave

VACATION CASH-OUT

Based on their annual accrual, Classified Bargaining Unit Members may elect to "cash-out" up to five (5) seven 7 days of unused, accrued vacation to be paid in the form of salary at the unit member's regular rate of pay. Vacation allowance that is designated as or scheduled to be used for Mandatory Vacation Days shall not be cashed out. Requests for salary in lieu of unused, accrued vacation shall be submitted by the Classified Bargaining Unit Member to the Payroll Department no earlier than June 1 and no later than June 30.

Each year, the District will automatically cash-out up to five (5) seven (7) days of excess, unused, accrued vacation for those Classified Bargaining Unit Members whose vacation balances exceed the vacation maximum amount as of June 30. Only unused, accrued vacation that exceeds the vacation maximum amount will be automatically cashed out up to five (5) seven (7) days. "Automatically" and "automatic" as specified herein means without requiring the written vacation cash-out request from the Classified Bargaining Unit Member.

Should a Classified Bargaining Unit Member, whose excess vacation is automatically being cashed out by the District, submit to Payroll a cash-out request by the deadline, the request will be processed for the difference between five (5) seven (7) vacation days and the number of vacation days that have been or will be automatically cashed out.

Classified Bargaining Unit Members qualifying for a payout under this provision will be subject to all provisions of this Article.

A Classified Bargaining Unit Member who resigns or whose employment is terminated shall receive the paid vacation ("cash out") to which he/she is entitled at the time of severance.

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:

Dr. Douglas Staine,

Dated: //

Associate Superintendent

Human Resources

Dr. Rita Bayne, Executive Director

Human Resources, Classified

Dawn Dooley President, USW

Marly Sandoval

International Representative, USW