

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE FONTANA UNIFIED SCHOOL DISTRICT
AND
THE UNITED STEELWORKERS LOCAL 8599**

**WILDFIRE EMERGENCY SCHOOL MINIMUM DAYS
September 24, 2024**

This Memorandum of Understanding (MOU) is entered into between the Fontana Unified School District ("District") and the United Steelworkers Local 8599 ("USW") concerning the District's response to the impact of the Wildfire Emergency and the School Minimum Days Schedule that was implemented. On September 12 and 13, 2024, the Fontana Unified School District adjusted the regular school day and converted those days to a minimum day schedule.

The District and USW recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District, its staff, and teachers. We recognize the importance of prudent measures to ensure District employees, students, their families, or other people using District facilities are in a safe environment. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who may be impacted by the wildfires. As a part of this work, it was decided that some employees would be released prior to their designated end time, after completing their assigned duties for the day. Only workers identified as essential were required to remain or report to work in the afternoon/evening. Those employees released early from work remained in paid status for the day consistent with their assigned work schedule.

To effectively address the issue of "equity of access" to a benefit afforded to those released early, for those employees who were required to remain/report to work, the District and USW agree as follows:

- 1) An investigation and analysis of the release time extended to staff by site and department revealed the following:
 - a. **Not all staff** were afforded the opportunity of early release for 9/12 & 9/13.
 - b. While some staff were provided with this opportunity, it was not consistent along unit membership. While this opportunity was afforded to many Certificated staff, it was not afforded to all. This opportunity was also afforded to many Classified staff (USW Unit Members) but not all.
 - c. Detailed information is needed to identify which USW Unit members were **not** afforded this opportunity in order to appropriately extend this benefit to those individuals.
 - d. The average release time afforded was approximately 1 to 2 hours for those who were scheduled to work an 8-hour day. This is calculated to be approximately 25% of their assigned workday for 2 days.
 - e. This release time calculation will be applied to address the issue of "equity of access" to those who were not afforded this opportunity.
 - f. Examples of this application are as follows:
 - i. A 3-hour employee will be able to use 1.5 hours of release time.
 - ii. A 5-hour employee will be able to use 2.5 hours of release time.
 - iii. A 6-hour employee will be able to use 3 hours of release time.

- iv. A 7-hour employee will be able to use 3.5 hours of release time.
- v. An 8-hour employee will be able to use 4 hours of release time
- 2) Those employees who were not afforded the opportunity to leave early on the days identified need to submit their names by October 18, 2024, at 3:00 PM to Human Resources for verification.
- 3) Classified Bargaining Unit Members may submit their name by emailing Human Resources at becegl@fusd.net or by calling Gloria Becerra, Human Resources Specialist, at (909) 357-5000 Ext. 29058. Upon verification, each will be notified of their status to access the "Wildfire Release Time" release time. A memo will be sent via email to all USW members and posted (on USW posting Boards) with direction in this regard.
- 4) The Wildfire Release Time must be utilized by April 30, 2025, and is not subject to accrual. It may also be used as whole hours or in portions of no less than half-hour (.5) increments.
- 5) Employees approved for this release time shall request utilization through prior approval from their direct supervisor. It shall not be disruptive to the overall efficient operation of the various departments/sites. It shall be scheduled at the discretion of the District, and as nearly as possible at the convenience of the USW member.
- 6) Due to the significant inconsistency of application within and without bargaining unit membership, those employees who were absent on that date consistent with a pre-planned scheduled absence, **shall not** have hours reinstated to their accrued leave banks (Vacation, Sick nor Personal Necessity) as applicable.
- 7) During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code §3100. Other unit members not required to remain at work shall be "on call" and subject to direction by the District during their normal scheduled work day.
- 8) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 9) This Memorandum of Understanding is effective September 23, 2024, through June 30, 2025. This MOU is non-precedential; will not bind the parties to any future action under similar conditions; is not evidence of past practice, intent of the parties, or meaning or application of the Master Contract; and shall not be considered the "status quo" unless the Parties agree otherwise.

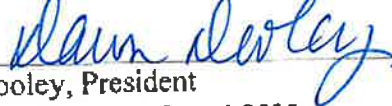
DATED: 9/24/24

For the Fontana Unified School District


 Dr. Douglas Staine, Associate Supt.,
 Human Resources


 Dr. Rita Bayne Exec. Director, Classified
 Human Resource

For the United Steelworkers, on behalf of Local 8599


 Dawn Dooley, President
 United Steelworkers, Local 8599


 Marly Sandoval, Representative
 United Steelworkers, International