

**TENTATIVE AGREEMENT
BETWEEN THE
FONTANA UNIFIED SCHOOL DISTRICT
AND THE
UNITED STEEL WORKERS, LOCAL 8599**

2025-2026 Negotiations

March 14, 2025 3:25pm

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 16

Grievance Procedure

DEFINITIONS

Grievance

A grievance is an allegation by a Bargaining Unit Member, ~~or Members,~~ that he/she/they have been adversely affected by an alleged misinterpretation, misapplication or violation ~~of a specific provision(s)~~ of the Agreement by the District. Actions to challenge or change the policies, regulations or other matters outside of this Agreement are not within the scope of this procedure and review must be taken under separate processes. **AGREE**

Day

A day shall be defined as Monday through Friday excluding paid holidays and defined non-work days. ~~constitute a regular business day of the District.~~ **AGREE AGREE**

Immediate Supervisor

The ~~immediate~~ supervisor is the lowest level ~~administrator~~ manager having immediate jurisdiction over the grievant. **AGREE AGREE**

Time Limits

The time limits contained herein are considered maximum limits; however, time limits may be extended by mutual written agreement. In the event the grievant fails to meet a time limit, the grievance shall be deemed to have been waived.

In the event the District fails to meet a time limit, such failure shall automatically move the grievance to the next step of the grievance procedure. ~~AGREE~~ ~~AGREE~~

GRIEVANCE STEPS

Informal Level

Before filing a formal written grievance, the ~~g~~Grievant and the ~~g~~Grievant's ~~r~~Representative shall attempt to resolve the alleged grievance through an informal conference with the ~~g~~Grievant's immediate supervisor. It is the responsibility of the ~~g~~Grievant and / or the Grievant Representative to inform the immediate supervisor that the conference is for the purpose of seeking to resolve the grievance at the informal level. ~~AGREE~~ ~~AGREE~~

Step I – Immediate Supervisor

No later than twenty (20) days following the act or omission giving rise to the grievance, or no later than twenty (20) days following the date upon which the Bargaining Unit Member reasonably should have known of the act or omission, the ~~g~~Grievant ~~and or Grievant~~ ~~Representative~~ ~~Representative~~ must present such grievance in writing on an appropriate form to the immediate supervisor. ~~AGREE~~

The written grievance shall contain a clear statement of the circumstances giving rise to the grievance, citation of the specific article(s) alleged to have been violated, and the remedy sought. ~~statement of the grievance, the provision(s) of the agreement allegedly involved, and the remedy sought.~~ ~~AGREE~~ ~~AGREE~~

The immediate supervisor shall communicate a written decision to the Bargaining Unit Member ~~and the Grievant Representative~~ and the Grievant Representative within ten (10) days

after receiving the grievance. Such written decision shall contain an explanation of the decision rendered. **AGREE**

Within the above time limits, either party may request a personal conference with the other party. **AGREE**

If the ~~g~~Grievant is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) ~~working~~ days after the decision is delivered to the ~~g~~Grievant ~~r~~Representative. The appeal must attach the original grievance and contain a statement of the specific article(s) and language alleged to have been violated, the remedy sought, and the reason for the appeal. Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding. **AGREE**

Step II – Superintendent or Designee

The Superintendent, or ~~his/her~~ ~~d~~Designee, shall consider the grievance, and render a decision within ten (10) days after receiving the grievance, and communicate a decision to the ~~g~~Grievant with a copy of the decision to the ~~g~~Grievant's ~~r~~Representative. Such written decision shall contain an explanation of the District's position regarding the ~~g~~Grievance. Either the ~~g~~Grievant ~~r~~Representative or the Superintendent, ~~or his/her~~ / ~~d~~Designee, may request a personal conference with the ~~g~~Grievant and ~~g~~Grievant ~~r~~Representative to discuss the grievance within the above time limits. If the Superintendent, ~~or his/her~~ / ~~d~~Designee, does not respond within the above time limits, the grievance shall automatically proceed to the next step. **AGREE AGREE**

If the ~~g~~Grievant ~~r~~Representative is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) ~~working~~ days after the decision is delivered to the ~~g~~Grievant ~~r~~Representative. The appeal must attach the original grievance and contain a statement of the specific article(s) and language alleged to have been violated the remedy sought, and the reason for the appeal.

Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding. **AGREE**

Step III - Mediator

If the gGrievant rRepresentative is not satisfied with the disposition of the grievance at Step II, or if no written decision has been rendered within the applicable time limits, the gGrievant rRepresentative may, within ten (10) days after a written decision is rendered or should have been rendered, by written notice to the Superintendent, or ~~his/her~~ / dDesignee, elect to submit the grievance to a mediator for resolution. The parties shall use a mediator from the State Mediation and Conciliation Services (SMCS). **AGREE AGREE**

~~If resolution is reached, parties to the grievance shall sign a written agreement stating the resolution and consider the grievance resolved. and solved w~~Waiving the rights of all parties to continue the grievance process. **AGREE**

If resolution is not reached with the mediator within thirty (30) calendar days after the request for mediation services from the SMCS, the gGrievant rRepresentative may move the grievance to Step IV. The parties may, by mutual written agreement, extend the thirty (30) ~~calendar~~ days deadline to exceed sixty (60) ~~calendar~~ days. **AGREE**

If the gGrievant rRepresentative is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) ~~working~~ days after the ~~decision is delivered the Grievant Representative~~ mediation date. Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding. **AGREE AGREE**

Step IV – Board of Education

If the gGrievant rRepresentative is not satisfied with the disposition of the grievance at Step III the gGrievant rRepresentative may, within ten (10) days after ~~a written decision is rendered or should have been rendered, by~~ the mediation date, submit written notice to the

~~Executive Director of Classified Human Resources Superintendent, elect to submit the grievance to the Board of Education for consideration. The Board shall consider the grievance after submission of the appeal to Step IV in an informal, in person hearing during Closed Executive Session at the next regularly scheduled Board Meeting. The Board shall render a decision of the grievance based upon a review of verbal and written documents developed in Steps I and II and III of the Grievance Procedure at the next regularly scheduled Special Board Meeting or regularly scheduled Board Meeting, whichever comes first and render a decision within ten (10) thirty (30) days after its first regular meeting following official receipt of the grievance. submission of the appeal to Step IV. The Board may, in its sole discretion, decide to conduct an informal hearing in a Closed Executive Session or to render a decision based upon a review of written documents developed exchanged in Steps I, II, and III of the Grievance Procedure.~~

AGREE AGREE

If the gGrievant rRepresentative is not satisfied with the disposition of the grievance at this step, an appeal to the next step must be made in writing to the appropriate personnel within ten (10) working days after the decision is delivered to the gGrievant rRepresentative. Failure to appeal within this time period shall serve as a waiver of all appeal rights and the decision at this step shall be final and binding. AGREE AGREE

Step V – Arbitrator

If the gGrievant rRepresentative is not satisfied with the disposition of the grievance at Step IV, or if no written decision has been rendered within the applicable time limits, the International Union may, within ten (10) days after a written decision is rendered or should have been rendered by written notice to the Superintendent, elect to submit the grievance to arbitration. In the event the parties are unable to mutually agree upon an arbitrator, they shall request a panel of nine (9) names be submitted to both parties by from the California State Conciliation Services. ~~of names of experienced arbitrators in hearing grievances concerning California public schools.~~ AGREE

Upon receipt of the list of names, the parties shall alternately delete~~-strike~~ names from the list until only one (1) remains, ~~and said~~ The last named shall be selected as the arbitrator. The order of striking deleting names shall be determined by flipping a coin. **AGREE**

The parties shall attempt to agree upon a statement of the issue(s) to be submitted to arbitration. If the parties cannot agree, the arbitrator shall determine the issue by referring to written grievance documents.- **AGREE** ~~Moved other District language to the end of this section.~~

The arbitrator's decision shall be in writing and shall set forth ~~his/her~~ their findings of fact, ~~his/her~~ reasoning, conclusions, and decisions. The arbitrator's authority shall be limited to deciding the issues submitted by the parties; and the arbitrator shall have no power or authority to add to, subtract from, alter, delete, amend or modify the terms of the Agreement. Should the arbitrator determine that time limits are exceeded, the arbitrator shall not have the authority to hear the grievance(s) without mutual agreement of the parties. **AGREE AGREE**

All costs for the services of the arbitrator, including but not limited to, per diem expenses, travel and subsistence expenses, court reporters, transcript, and the cost of any hearing room, will be borne equally by the District and the Union. All other costs will be borne by the party incurring them. **AGREE AGREE**

The decision of the arbitrator shall be final and binding upon the parties.
After a hearing and after both parties have had an opportunity to present written arguments, the arbitrator shall submit a decision within thirty (30) sixty (60) days. [Moved District Language to this location in Article] **AGREE**

MISCELLANEOUS-GENERAL PROVISIONS

A ~~b~~Bargaining ~~u~~Unit ~~m~~Member may ~~be represented~~ themselves up to Step I of the Grievance Procedure. ~~by him/herself and, at his/her option, t~~The mMember may be is accompanied by a representative provided by the Union. If a ~~b~~Bargaining ~~u~~Unit ~~m~~Member is not represented by the Union or its representative, the District shall not agree to a resolution of

the grievance without first providing the Union with a copy of the grievance, the proposed resolution, and an opportunity to respond. **AGREE**

The Union will exclusively receive time off from duties for the processing of grievances herein for Unit members who are designated as Union representatives, subject to the following conditions: **AGREE**

1. ~~By no later than ten (10) days following the signing of this Agreement, t~~The Union will annually, between July 1 and July 31, designate in writing to the Associate Superintendent of Human Resources the names of ~~nine (9)~~ ten (10) unit members who are to receive time off Union Release Time for the purposes of Article 16: **AGREE AGREE**
2. ~~At least two (2) work days p~~Prior to release from duties for grievance processing, the designated representative ~~must~~ shall inform the immediate supervisor in order that substitute service may be obtained, if ~~such is necessary~~; and **AGREE AGREE**
3. That ~~t~~Time off shall be limited solely to one (1) Union designee representing grievant in a conference with a ~~one (1)~~ management person. Under no circumstances shall such time be used for investigating grievances, gathering information, interviewing witnesses or preparing a presentation. **AGREE**

The granting of release time does not require ~~mean~~ that the District ~~must~~ schedule any or all such grievance meetings during working hours. **AGREE**
AGREE

The District shall maintain separate grievance files for documents, communications, and records dealing with the processing of a grievance. **AGREE**

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.

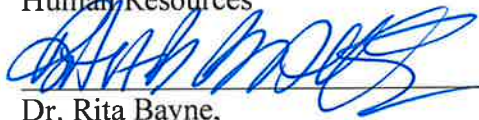
Fontana Unified School District:

United Steel Workers Local 8599:

Dated: 3/14/25



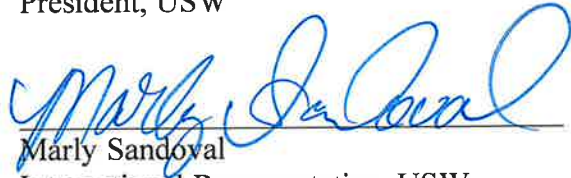
Dr. Douglas Staine,
Associate Superintendent
Human Resources



Dr. Rita Bayne,
Executive Director
Human Resources, Classified



Dawn Dooley
President, USW



Marly Sandoval
International Representative, USW