

## 11/12/2020, 1/14/2021 DISTRICT PROPOSAL FOR 2020/2021 NEGOTIATIONS

### DISTRICT RESPONSE 2/5/2021, 4/20/2021, 4/29/2021

#### ARTICLE 12

#### HOURS OF WORK

##### NORMAL WORKDAY

The normal workday for full-time Classified Bargaining Unit Members shall be seven (7), eight (8), nine (9), or ten (10) hours of work in a twenty-four (24) hour period which shall begin with the first hour of the Classified Bargaining Unit Member's regularly assigned shift.

Nine (9)-hour and ten (10)-hour days may be instituted and/or discontinued by the District at any time if such action is to comply with applicable laws and/or policies of local, state or federal regulatory agencies. The District may also institute or discontinue modified work shifts based on the needs of the District.

The normal starting time for full-time Classified Bargaining Unit Members shall be as follows:

(Shift "A") - No earlier than 5:00 a.m. or later than 11:59 a.m.

The normal workweek will begin at 12:01 a.m. Monday and will normally consist of five (5) consecutive workdays. Classified Bargaining Unit Members electing to work Saturday and/or Sunday as part of their workweek may do so with the approval of the department supervisor.

Classified Bargaining Unit Members working an abnormal workweek which includes Saturday will be paid at their regular rate. Classified Bargaining Unit Members working on Saturday and Sunday will be paid a differential of seven and one-half percent (7-1/2%) of their current base rate of pay. The District has the right to eliminate individual and/or all weekend work.

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### SHIFT DIFFERENTIAL

Classified Bargaining Unit Members whose regularly assigned starting time is no earlier than 12:00 p.m. (Shift "B") shall receive an additional five percent (5%) differential based on their current base rate of pay; Classified Bargaining Unit Members whose regularly assigned starting time is no earlier than 10:00 p.m. (Shift "C") shall receive an additional seven and one-half percent (7-1/2%) differential based on their current base rate of pay.

Classified Bargaining Unit Members whose regular shift is twelve (12) hours per shift, between 5:00 p.m. Friday and 5:00 a.m. Monday, having a total of thirty-six (36) hours, shall be paid for forty (40) hours work and shall be considered on Shift "C". Classified Bargaining Unit Members who fall under this provision waive the differential pay outlined above.

This Article defines normal hours of work, and shall not be construed as guarantee of hours of work per day or of hours of work per week.

When necessary for the efficient conduct of business, school sites may develop minimum day schedules with flexible work hours to accommodate special needs of the District. The District will notify the Union of such changes within a reasonable time.

### ALTERNATIVE WORKWEEK

The Superintendent, may, in his/her discretion, consider the implementation of alternative workweek schedules in individual departments provided the following circumstances are met:

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1. The department does not normally render service directly to the community or school sites on a five (5) day per week basis.

2. Implementation of alternative workweek schedules can be predicted on the basis of data to increase the productivity of the department.

3. Implementation of alternative workweek schedules will require annual review and approval based on productivity data.

The development of a specific plan for the implementation of alternative workweek schedules in a specific department shall be accomplished by a committee, which includes representation from bargaining unit employees within the department.

Departments shall be required to submit a specific plan for the implementation of alternative workweek schedules, which shall include specific evidence of a majority vote of all employees in the department supporting the implementation of alternative workweek schedules. The District has discretion to implement or remove alternate work schedules. In such cases, the District will provide notice to affected employees within a reasonable time.

#### BREAKS AND LUNCH PERIODS FOR BARGAINING UNIT MEMBERS

~~Classified~~ Bargaining Unit Members who work:

3.5 hours to less than 5.5 hours – one (1) fifteen (15) minute break

5.5 hours to less than 7 hours – one (1) fifteen (15) minute break and a lunch period

7 hours to 8 hours – two (2) fifteen (15) minute breaks and a lunch period

All breaks shall be taken as close to the middle of the ~~shift assignment~~work schedule as practicable. [Unpaid lunch breaks shall be no less than one-half (½) hour

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and no longer than one (1) hour. All scheduled breaks and lunch periods must be pre-approved by the department supervisor before implementation.). For Bargaining Unit Members who are ineligible for a lunch period, the District, the Union, and the Bargaining Unit Member may agree in writing to a voluntary lunch period. The agreement shall not be a condition of employment or placement. The Bargaining Unit Member and/or the District may revoke this agreement at any time.

#### LONG-TERM SUBSTITUTE ASSIGNMENTS

Once a substitute is in a long-term assignment, that position is considered filled until the assignment expires or the substitute can no longer perform the duties as assigned. The District shall comply with applicable laws as it relates to long-term substitutes.

The rates of pay for permanent classified employees who voluntarily perform services in additional assignments and work outside of their respective classifications for short periods of time or on a day-to-day basis shall be established as provided for below:

#### ADDITIONAL ASSIGNMENTS

Additional assignments shall be defined as any work performed by a Classified Bargaining Unit Member beyond or outside of their permanent contracted status, including substitute services on a daily or extended basis excluding summer school. The following procedures shall be applied for additional assignments only:

A. Permanent Classified Bargaining Unit Members who work voluntarily outside of their regular contracted work year in the performance of duties within their own classification shall be compensated at their respective step on the salary schedule.

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B. Permanent Classified Bargaining Unit Members who work voluntarily outside of their regular contracted work year in the performance of duties in a job-related (e.g. Teacher Aides; Special Education Aides; or Clerk Typists; Intermediate Clerk Typists, et cetera) classification higher than their own shall be compensated at whatever step on the salary schedule that would represent the next higher rate of pay.

C. Permanent Classified Bargaining Unit Members who work voluntarily outside of their regular contracted work year in the performance of duties in a classification lower than their own shall be compensated at whatever step in that range which would provide a rate of pay closest to or equal to that normally earned by the Classified Bargaining Unit Member, which in some cases may be less than the Classified Bargaining Unit Member's regular rate of pay, but shall not be more.

D. Additional assignment hours which qualify for overtime compensation under Article 13 shall be paid accordingly. All other work hours shall conform to sections A-C above.

The Food Services Department participates in a federal summer meal program that serves participants at locations that may be throughout Fontana and the surrounding areas. The Summer Meal Program is not Summer School and may or may not be operated in conjunction with an academic summer school program. In addition to the procedures that apply to Additional Assignments as specified above, the following guidelines will be used when selecting personnel to work additional assignment for the Summer Meal Program.

A. The Food Services Department will use seniority, attendance, and documented job performance (from sources such as evaluations, warnings, and reprimands) not older

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than one (1) year from the assignment selection date to determine employee eligibility for being offered an additional assignment for the Summer Meal Program.

B. Classified Bargaining Unit Members~~Employees~~ who have been absent more than ten (10) days by May 1<sup>st</sup> during the school year for which the additional assignment selection is being made will be considered to have poor attendance for the purposes of additional assignment selection for the Summer Meal Program. Classified Bargaining Unit Members ~~Employees~~ who have failed to complete their additional assignment for the previous year's Summer Meal Program, regardless of whether they have been absent more than ten (10) days as specified above, will be considered to have poor attendance for the purposes of additional assignment selection for the Summer Meal Program. Industrial Accident, Jury Duty, Imminent Death, Bereavement, and Vacation leaves will be excluded from the attendance criteria used to determine poor attendance as specified in this section of the Agreement.

C. Where possible, Secondary Kitchen Operator additional assignments for the Summer Meal Program will be filled with Secondary Kitchen Operator employees subject to the seniority, attendance, and documented job performance criteria specified above.

**WORK OUTSIDE OF CLASSIFICATION**

In circumstances where a Classified Bargaining Unit Member is working temporarily for short periods of time or on a day-to-day basis in a position in a higher job classification other than his/her own with the expectation by the supervisor that the Classified Bargaining Unit Member is fully performing all of the duties required, the rate of pay provided shall be established at the appropriate range and step that would provide

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the next higher rate of pay than that normally received by the Classified Bargaining Unit Member. Requests for reclassification shall be addressed using the process outlined under Article 11 entitled New or Changed Job Classification.

#### CHANGES IN POSITION HOURS AND/OR DAYS

Should a determination be made by the District that a Classified Bargaining Unit Member's position hours and/or number of work days will be increased, the District shall provide reasonable advance notice to the member. Prior to the effective date of the increase in position hours and/or number of work days, the Classified Bargaining Unit Member may request consideration to delay the effective date of the change.

#### PROCEDURES FOR EMPLOYEE PAYBACKS OF OVERPAYMENT

##### REIMBURSEMENT

##### STEP 1: NOTICE

The Payroll Office will notify Classified Bargaining Unit Members immediately or as soon as possible upon recognizing that an error creating a probable overpayment has been identified. Notice will include a statement that the Payroll Office is working to determine the amount of the overpayment and information advising the Classified Bargaining Unit Members who to contact in the Payroll department to discuss the situation. Duplicate copies will be forwarded to United Steelworkers, Local Union 8599, upon request by the affected Classified Bargaining Unit Member(s). Payroll staff will then proceed to make a preliminary determination as to the amount of the overpayment.

##### STEP 2:

The standard approach, identified in the CRITERION STANDARD PAYBACK APPROACH section of this article for determining the schedule and amount of repayment

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per pay period, will be implemented except where the Classified Bargaining Unit Member requests a case-by-case analysis due to hardship. The District shall make every effort to accommodate the Classified Bargaining Unit Member in such cases; however, the District reserves final right to determine repayment schedule.

#### **STEP 3:**

Where the implementation of the standard payback approach would create a severe hardship due to such factors as fluctuation in payroll impact on fringe benefits change in the standard work year, reduction in classification or hours, or a major episodic financial hardship, the Payroll Department will work with the Classified Bargaining Unit Member to develop a reasonable repayment plan which will recover the overpayment as soon as possible. If scheduled Payroll Department deadlines prevent the consideration of such hardship before the payroll warrant is processed, the District will make every effort to utilize alternative payment procedures to correct any arrears or ameliorate approved hardships.

#### **CRITERION: STANDARD PAYBACK APPROACH**

1. If the amount to be recovered is less than five percent (5%) of net income for the pay period, it may be recovered in one lump sum.
2. If the overpayment occurred in less than one year and the amount is more than five percent (5%) of a pay period, it will be recovered by deductions in the number of pay periods equal to the number of pay periods in which the overpayment occurred.
3. If the overpayment occurred over a period of more than one year, the recovery will normally be accomplished by equal payments, scheduled to be completed



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either by the end of the fiscal year or the end of the tax year, whichever is later, unless the amount of the payments deducted would exceed fifteen percent (15%) of net income.

4. If approaches "a" and "b" do not fit the circumstances of the amount of the overpayment, a meeting will be held between the Classified Bargaining Unit Member and the District to develop a reasonable recovery plan.

Exceptions:

a. Notwithstanding the standard payback approaches identified above, the overpayment can be recovered from "back pay" or other payment in arrears (not including current overtime pay). The overpayment will be recovered in one lump sum to avoid creating a new overpayment. This provision will apply except on a case-by-case basis where an approved hardship exists as noted in STEP 3.

b. All of the above provisions will be suspended whenever the District terminates a Classified Bargaining Unit Member or receives a letter of resignation or \*an approved leave of absence request for six months (6) or more. In such cases, recovery of overpayment will be scheduled for completion by the effective date of the leave of absence, resignation, or termination.

\*[Specific exceptions to the above are leaves under the provisions of California Family Rights Act, Family Medical Leave Act, Industrial Accident (USW Article 28), and Military Leave (USW Article 26)].

It is the responsibility of each Classified Bargaining Unit Member to review their pay warrant for any apparent errors and report such as soon as possible to the Payroll Department.

SUMMER SCHOOL

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Summer School is a District-wide program designed to provide students with an opportunity for credit recovery and general instruction and, therefore, it is not targeted instruction/intervention. It is agreed and understood between the Fontana Unified School District and the United Steelworkers that the following guidelines will be used when hiring Summer School personnel:

1. Only Classified Bargaining Unit Members able to meet Summer School timelines (dates of Summer School) without conflicting/overlapping hours or dates of regular work schedules may apply for Summer School positions.

Summer School positions will be posted District-wide for information purposes only. Except as noted in subsections #2 and #3 below, Classified Bargaining Unit Members will be considered for Summer School positions based on District seniority in the following priority sequence:

- a. The highest priority will be given for Classified Bargaining Unit Members in the same job classification;

- b. The next priority will be given for Classified Bargaining Unit Members in the same job class family;

- c. The next priority will be given for Classified Bargaining Unit Members in a different job class family;

- d. Finally, applicants not part of the Classified Bargaining Unit shall only be considered after all qualified Classified Bargaining Unit applicants have been placed.

2. In order to maintain continuity and availability to the Summer School program, Classified Bargaining Unit Members at the site where Summer School will be held will be given preferential consideration for the Intermediate Clerk Typist position for

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Summer School. Selection will be made based on District Seniority in the priority sequence listed above, items b-d only.

3. The most senior District Safety Officer Classified Bargaining Unit Members employees at the site where Summer School will be held will be given preferential consideration for the District Safety Officer positions for Summer School. Selection will be made based on District Seniority. After most senior District Safety Officer Classified Bargaining Unit Members employees have been placed, selection for remaining positions will be made based on District Seniority and the priority sequence listed above, items a and d only.

#### TRANSPORTATION DEPARTMENT

Time allocation for daily pre-trip inspection will be twenty (20) minutes, and time allocation for sweeping and cleaning/closing the bus at the end of the workday will be ten (10) minutes. The District and the Union agree to continue the current payroll practice of rounding-up to fifteen (15) minute increments.

#### SENIORITY ROTATION – ADDITIONAL ASSIGNMENTS

1. The parties agree to establish and use one seniority rotation list for Classified Bargaining Unit Members additional bus driver assignments.

2. The parties agree that probationary employees will be contacted for Classified Bargaining Unit Members additional bus driver assignments only after all senior bus drivers have been contacted. Probationary bus drivers will be used on an emergency basis only.

#### DRIVER HOURS

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In lieu of temporary employees used in the Transportation Department, the following procedures are proposed:

1. Any Classified Bargaining Unit Member off more than ten (10) consecutive working days beginning on the eleventh (11) day may have their hours assigned temporarily to a lesser hour driver at the discretion of the Supervisor of Transportation by availability and seniority. Beginning on the eleventh (11) day, an appropriate adjustment will be made in fringe benefits.

2. Supervisor of Transportation will offer assignment to the next available Classified Bargaining Unit Member in line until the greater hour position is filled.

3. Only one (1) change of permanent drivers will be offered for each Classified Bargaining Unit Member off a minimum of ten (10) or more consecutive working days.

4. In the case of routes with late runs, employees not exceeding eight (8) hours with the change may take only the late run.

### **VOLUNTARY MAINTENANCE TRAINEE PROGRAM**

The undersigned parties agree to establish a voluntary program for testing, evaluating, and developing the skills of interested participants on the following basis:

1. Each participating Classified Bargaining Unit Member agrees to serve as a helper or in semi-skilled tasks in any department within the maintenance division, as assigned by the Director of Maintenance or his designee. Participating Classified Bargaining Unit Members will serve for thirty (30)-day terms, not to exceed three (3) such terms in any twelve (12)-month period. This provision shall not supplant the regular practice of a temporary change in assignment with compensation adjustment due to

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departmental vacations or sick leave coverage. This provision is intended to allow temporary increases in work force for peak load or special needs projects.

2. Participation in the program is voluntary, but it will be understood that during participation in the program, employees will accept all temporary assignments in the department(s) for which the employee has enrolled in the program, as directed, or they will be released from the program. Persons on authorized leave will not be released from the program but will be excused from participation for the term of their authorized leave.

3. While serving in the first thirty (30)-day term, employees will be paid at the Maintenance Trainee or their regular rate of pay, including any applicable shift differential, whichever is greater.

In subsequent thirty-(30) day terms, employees will be paid at the next higher step or range or their regular rate of pay, including applicable shift differential, whichever is higher.

4. Individuals successfully completing three (3) of these voluntary thirty (30)-day terms shall be considered to have attained the necessary experience in the Maintenance trades for purposes of consideration for subsequent permanent job postings.

5. No probationary employee may participate in this program.

**SHADOWING IN THE FOOD SERVICES DEPARTMENT**

Food Services employees wishing to “shadow” another Food Services employee to gain knowledge and understanding in a position within the Food Services Department can do so if the following conditions are met. For the purpose of this Article, the term

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"shadow" or "shadowing" shall be defined as the voluntary activity wherein an employee follows and observes another employee to learn about the position.

1. The Director of Food Services agrees in writing to allow the employee to shadow. The employee must have a shadowing schedule approved by the Director of Food Services prior to the start of any shadowing. The Food Services Department will then make arrangements with the site Food Services Operator and Coordinator for the employee to begin their shadowing.

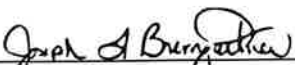
2. The employee wishing to shadow shall hereby acknowledge that the activity is strictly voluntary and done on the employee's own time, of the employee's own free will.

3. The employee acknowledges that there will be no compensation of any kind for time spent shadowing as it is a free and voluntary activity that is requested by the employee and accommodated by the District.


4. Shadowing cannot be done during an employee's normal work shift without prior approval by the Director of Food Services.


5. Employee understands that shadowing does not guarantee a position or promotion.

DATED: 4/29/2021

  
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Marly Sandoval, International  
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