

SIDE AGREEMENT
between
The Fontana Unified School District
and
United Steelworkers, Local 8599
Classified Contract 2020/2021 Vacation Cash-Out
March 29, 2021

This Side Agreement is entered into between the Fontana Unified School District ("District") and The United Steelworkers, Local 8599 ("Union").

WHEREAS it is acknowledged that according to Article 30 (Vacation Leave) of the Collective Bargaining Agreement (CBA):

- If as of July 1st, a classified unit member's vacation balance is more than the maximum of two years, no more vacation may be accrued for that year and until he or she reduces the accumulated vacation balance to below the vacation maximum.

WHEREAS it is acknowledged that:

- Despite the cash-out agreed to in March 2020 by the District for Classified Bargaining Unit Members that was in addition to the cash-out provided in the CBA, it is projected that some Classified Bargaining Unit Members will be at or above the two-year maximum on July 1, 2021.
- Despite the current vacation cash-out provision in the CBA, it is projected that a significant number of Classified Bargaining Unit Members will be at or beyond the two-year vacation balance maximum.
- The 2020/2021 work calendars of Classified Bargaining Unit Members were modified in July 2020 to better align with the modifications made to the Thanksgiving break and winter break on the student calendar. As a result, Mandatory Vacation days were returned to the affected Classified Bargaining Unit Members' vacation balances.
- Due to the COVID-19 pandemic, some Classified Bargaining Unit Members have been unable to take vacation days as they have done in the past, impacting their ability to reduce their vacation balances as appropriate in order to gain new year vacation accruals.

THEREFORE, it is agreed that:

- The District will automatically issue a one-time payout of the excess vacation for Classified Bargaining Unit Members who, as of July 1, 2021, have accrued unused vacation which exceeds the two-year vacation maximum amount. Classified Bargaining Unit Members qualifying for a payout under this provision remain subject to all provisions of the Vacation Leave Article in the CBA, including but not limited to the vacation maximum amount.
- In addition to the automatic one-time payout by the District of the excess vacation for Classified Bargaining Unit Members as referenced above, Classified Bargaining Unit Members may exercise the Vacation Cash-Out option of up to five (5) days of unused, accrued vacation as specified in Article 30 Vacation Leave of the CBA. Written requests for this option must still be made via the appropriate cash-out form and be submitted no earlier than June 1 and no later than June 30, in accordance with the CBA.
- All cash-out payments will be paid in the form of salary at the unit member's regular rate of pay.
- The District's intent is to first process the cash-out for those who both submit timely Vacation Cash-Out request forms and are above their maximum vacation allotment by July 31, 2021 and next process cash-outs for those with excess vacation, but who have not submitted Vacation Cash-Out request forms by August 31, 2021.
- This Agreement will expire on September 1, 2021 and will not become part of the CBA upon expiration.

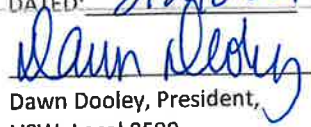
- This Side Agreement is not precedent setting and is exclusive to Classified Bargaining Unit employees and the matter referred to herein and therefore, does not extend to any other employees or extend any additional benefits beyond what is stated in this Agreement and the CBA.

FOR THE DISTRICT

DATED: 3-29-2021

Joseph Bremgartner, Assoc. Supt.
People Services Division

FOR THE UNION

DATED: 3/30/2021

Dawn Dooley, President,
USW, Local 8599