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This Memorandum of Understanding (" Agreement") is entered into by the Fontana Unified School District Board of Education (hereinafter referred to as the " District") and the Fontana School Police Officers' Association (hereinafter referred to as the " Association"). The terms and conditions of this Agreement shall be applicable to all employees set forth in Article 1 commencing July 1, 2021, and ending June 30, 2024.

There shall be an annual re-opening of negotiations at the request of either the Association or District, with such request to be made in writing and provided to the District no earlier than May 1, or the closest next business day and no later than June 1, or the closest next business day, to commence negotiations for the next fiscal year.

The re-opener of negotiations shall be limited to:

- 1. Salary.
- 2. Benefits.
- 3. Two (2) additional

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For purposes of meeting and conferring on wages, hours, working conditions, and general representation of its Association Members (hereinafter referred to as "Members"), formal recognition is hereby granted exclusively to the Association for the





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Members authorize Association dues to be deducted from their payroll check by submitting a written authorization to the Payroll Department. Said authorization shall remain in effect unless withdrawn in writing or







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Should a Member's employment terminate as of the last day of their contracted work year, and within the current fiscal year, (i.e. end of school year for less than 12-month employees, and end of fiscal year for 12-month employees) such Member shall be entitled to continued coverage under the health, dental, vision, and life plans through September 30<sup>th</sup> of the ensuing fiscal year. This benefit does not apply to Members who retire and receive post-employment benefits as outlined in Section 8—Post Retirement Benefits.

In order to qualify for continued benefits, the Bargaining Unit Member must submit notification of their separation of employment to People Services prior to June 30<sup>th</sup> of the affected fiscal year.

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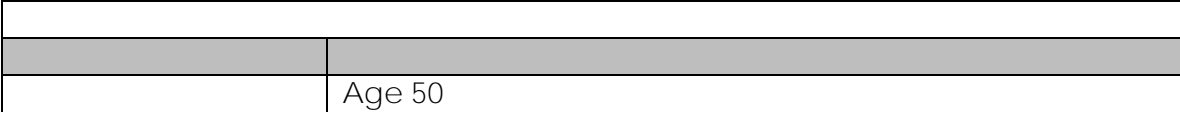
The District shall provide dependent medical insurance coverage

1           For the purposes of this Article, completion of seventy-five percent  
2 (75%) of the duty days within a fiscal year shall constitute completion of a  
3 year of service. For the purposes of this Article, paid status shall exclude  
4 time elapsed during unpaid leaves of absence for more than thirty (30)  
5 work days and breaks in service.

6  
7           The District's maximum health and welfare benefits allowance to the  
8 eligible Member retiree shall be equal to active Member health and  
9 welfare benefits in accordance with the Amount of Coverage section in  
10 the Retirement Health Benefit Chart that is included in this Article.

11  
12           Retirees shall be responsible for payment of health and welfare  
13 benefit selections which exceed the benefits provided herein.

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A Member retiree may elect to change medical carriers in the event that said Member retiree moves to an area not covered by the District's current health and welfare program.

Upon written request, the District shall reimburse the member an amount not to exceed the maximum monthly medical premium in place at the District and any rate increases for which the retired member is eligible pursuant to this Article. In order to be eligible for reimbursement, the District must receive proper documentation (e.g. billing statement or letter from insurance carrier) from the Member retiree to verify the amount of the out-of-area premium. The District will reimburse the member, in *advance*, upon written request, for their medical premiums for three (3) or six (6) months, whichever the member requests.

Members shall be responsible for the cost of their medical premiums.

9 notember,

1 \_\_\_\_\_  
2  
3 Members hired prior to July 1, 2010, and serving the Fontana Unified  
4 School District with thirty-three (33) or more years of service will be granted  
5 lifetime medical benefits for the employee and spouse during the lifetime  
6 of the employee. Full retirement benefits shall be granted to the surviving  
7 spouse of an employee who qualified for lifetime benefits under this  
8 Article until said surviving spouse remarries or is eligible for Medicare  
9 benefits, but under no condition longer than eight (8) years.  
10 Notwithstanding the above, the retiring employee and spouse will retain  
11 eligibility for the six- (6-) or eight- (8-) year benefit option selected by the  
12 retiree.

13  
14 For purposes of the foregoing, completion of seventy-five percent  
15 (75%) of the duty days within a fiscal year shall constitute completion of a  
16 year of service. For the purposes of this Article only, paid status shall  
17 exclude time elapsed during unpaid leaves of absence for three (3)  
18 months or more and terminations of employment. Retirees shall be  
19 responsible for payment of health and welfare benefit selections which  
20 exceed the benefits provided herein.

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23  
24 The Board may, at its sole discretion, after consultation with the  
25 Association, provide retiree health and welfare benefits provided herein  
26 when, in its consideration, the circumstances of an individual situation  
27 warrant such action.

28  
29 Section 9 - Longevity

30  
31 Effective July 1, 2019, longevity pay of eight hundred and fifty  
32 dollars (\$850.00) will be increased by three and one-half percent (3.5%) to  
33 eight hundred and eighty-one dollars (\$881.00) beginning with the 11<sup>th</sup> year  
34 of employment with the District, with an additional eight hundred and

1 Effective July 1, 2021, longevity pay of eight hundred and eighty-one  
2 dollars (\$881.00) will be increased by eight percent (8%), to nine hundred and  
3 sixty-eight dollars (\$968.00) beginning with the 11<sup>th</sup> year of employment with  
4 the District, with an additional nine hundred and sixty-eight dollars (\$968.00)  
5 each four (4) years after the 11<sup>th</sup> year.

6

7 The anniversary incremented is to be implemented as follows:

8	Year 11 - 14	\$968 total payment each year
9	Year 15 - 18	\$1,936 total payment each year
10	Year 19 - 22	\$2,904 total payment each year
11	Year 23 - 26	\$3,872 total payment each year
12	Year 27 - 30	\$4,840 total payment each year

13

14 Effective July 1, 2022, longevity pay of nine hundred and sixty-eight dollars  
15 (\$968.00) will be increased by four percent (4%) to one thousand and eight  
16 dollars, (\$1,008.00) beginning with the 11<sup>th</sup> year of employ7





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Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid after hours in excess of the Member's regularly assigned shift duration, depending on the Member's assigned shift, in any one (1) day or after forty (40) hours in any one (1) work week

If a five (5)-day, eight (8)-hour per shift is required, Members will receive overtime pay for any hours worked beyond the eight (8) hour shift or beyond forty (40) hours in the work week. All other overtime, leave of absence, and holiday pay remain as stated in this Agreement.

When a Member is required to render service on a non-workday, or if recalled to work on the same day where he/she has previously completed a regular work assignment, depending on the assigned shift, or if a Member has to perform overtime for special events such as, but not limited to, training, school sporting events

1 All accrued compensatory time shall be utilized within the same  
2 fiscal year in which it was earned. Compensatory time not used by the  
3 end of the fiscal year shall be cashed out at the Member's overtime rate.  
4

5 Unused compensatory time shall be paid to Members upon  
6 separation from employment.  
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Members shall be entitled to the following paid holidays provided the Member is in paid status during any portion of the working day immediately preceding or succeeding the holiday:

1. Third Monday in January (Martin Luther King Day).
2. February 12<sup>th</sup> (P /

1 approved holiday and begins or ends on a regular work day will only  
2 be paid double time and one-half (2½) for the amount of hours  
3 worked on the actual holiday and will receive their regular hourly  
4 wage for the remainder of the hours, or regular overtime wage, if  
5 applicable. Example - An Officer whose shift begins at 10:00pm on  
6 a holiday and ends at 8:00am the following day would receive two  
7 (2) hours of holiday pay and eight (8) hours of regular hourly pay  
8 regular overtime pay, whichever applies.

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# Leave

Section 1 - Sick Leave

1 paid leave entitlement has been exhausted, but shall not be cumulative  
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1 Personal Necessity Leave shall not be used merely for an extension  
2 of a holiday, vacation or convenience. Such leave time used shall be  
3 deducted from the Member's accumulated sick leave.

4  
5 Personal Necessity may only be used for the following reasons, one  
6 of which the Member shall indicate on the Leave Document (form D-28.3)  
7 as the reason for requesting such leave:

8  
9 1. Death or serious illness of a member of his/her immediately family  
10 when leave is required beyond that provided by District policy.

11  
12



1 Health and welfare benefits shall not be provided during parental  
2 leave unless paid for by the Member. During such a leave, a Member  
3 shall maintain, but not add to, accumulated sick leave or other employee  
4 benefits, including seniority.

5  
6 Sick leave may be used for the delivery of a child, for a bona fide  
7 medical disability connected with a pregnancy as verified by a doctor's  
8 statement and for normal postpartum recovery [generally four (4) days].

9  
10 Sick leave may not be used for postpartum care of the infant or for care.

11  
12 Upon request, the Board shall provide a Member who is a natural or  
13 adopting parent an unpaid leave of absence for the purposes of rearing  
14 his/her infant under three (3) years of age. The Member shall notify the  
15 District that he/she intends to take such a leave at a reasonable time prior  
16 to the anticipated date on which the leave is to commence. Upon the  
17 Member's request, the Board may, at its discretion, grant an additional  
18 year of parental leave to a combined maximum of two (2) fiscal years.

19  
20 The terms of this Article shall not abrogate or abridge the rights of  
21 the Member under the Family Medical Leave Act.

22  
23 Section 6 - Personal Leave

24  
25 A personal leave of absence without pay for not more than thirty  
26 (30) working days may be granted administratively to transact urgent  
27 personal business. The approval or rejections thereof shall be determined  
28 on the basis of the position the Member holds inasmuch as certain positions  
29 do not lend themselves to temporary replacements due to the technical  
30 nature or level of responsibility of the assignment.

31  
32 The approval and duration of such leaves shall be left to the  
33 discretion of the Superintendent and, if approved, the Member shall  
34 return to same or like position. Leaves of absence



1. (1) school year may be granted for absence due to serious illness or
2. accident, with death imminent, of an immediate member of the family as
3. defined above. Medical verification shall be required to substantiate
4. imminent death leave.

5.

6. Section 11 - Union Release Time

7.

8. Association President and Vice President Release Time

9.

10. The Association President or Vice President shall be given release
11. time, not to exceed one hundred (100) hours aggregate per fiscal year
12. (July 1st - June 30th), in order to attend to Association business, provided
13. that such release time is not used for furtherance of or in connection with
14. a work stoppage or other refusal to work.

15.

16. Unit Member Release Time

17.

18. The Association President or Vice President shall have the option to
19. use the one hundred (100) hours aggregate per fiscal year as indicated
20. above to release members for Association business, provided that such
21. release time is not used for furtherance of or in connection with a work
22. stoppage or other refusal to work. Individual unit members may not use
23. more than twenty (20) hours per fiscal year.

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25. The Association shall reimburse the District for District

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The District and Association recognize that Peace Officers appointed under Penal Code §830.32 are not exempt from jury duty service. Members who receive a jury duty subpoena shall notify their immediate supervisor of the appearance date a minimum of three (3) working days prior to the date indicated on the subpoena.

Members who must appear in court shall be compensated their full daily salary, excluding any amount received by the court for jury duty payment, if payment is received. Within ten (10) days of receiving payment from the court, the Member shall remit to the District the amount received as jury duty payment. Members required to serve on jury duty must obtain written verification from the appropriate court indicating the

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Section 1 - Newly Hired Members

Newly hired Members shall be subject to a probation period equal to twelve (12) calendar months from the 1<sup>st</sup> day that they render paid service as an employee in that classification for the District. Trainees in any classification do not begin to accrue seniority until the first day they render service as a full duty, non-trainee Member of the Association.

Section 2 - Seniority Determination

Should two (2) or more Members have the same date of hire with the District, seniority shall be determined based upon the following criteria in order of precedence:

1. Total length of service as a full-time, compensated, Peace Officer or Dispatcher, within that classification, with any California P.O.S.T. certified agency.
2. Education, defined as post-secondary units with any accredited institution of higher learning.
3. Training.

In the event that two (2) or more Members are equal after an evaluation of the above criteria, the order of seniority shall be determined by lot drawn by the Assistant Superintendent, People Services of the District, or designee. The drawing shall be done in the People Services Office and the President of the Association shall conduct the drawing with designees from the People Services Office.

People Services shall provide the Association copies of the results of the above determination.

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The District is a drug and alcohol free workplace. Members agree to adhere to current law and Department policy regarding drug/alcohol use and testing. Members may use prescription drugs while working, if it is a non-narcotic and does not adversely affect the Member's ability to safely discharge the duties as shown in the job description.

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Regardless of any legislation, during the length of this Agreement, Members shall not engage in the use of cannabis or any other substance that can be ingested that contains Tetrahydrocannabinol (THC) whether on or off duty.

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The District recognizes that an effort shall be made to remediate any unsatisfactory job performance displayed by Members prior to taking formal disciplinary action by management personnel. Making Members aware of employment standards, as well as the consequences for non-compliance with the standards, shall precede corrective or disciplinary steps which shall include, but not be limited to, in-service and/or hands-on training.

10

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This recognition of progressive discipline, however, shall not preclude the District from seeking immediate dismissal of Members for serious acts of misconduct which may include, but not be limited to, theft, assault and/or batte00912 3u4 n

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1           Disciplinary measures beyond those imposed by the Chief of School  
2 Police shall be subject to the provisions of FUSD Administrative Regulation  
3





1 Step 1

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3 No later than twenty (20) days following the act or omission giving  
4 rise to the grievance or no later than twenty (20) days following the date  
5 upon which the Member reasonably should have known of the act or  
6 omission, the grievant must present such grievance in writing to the  
7 immediate supervisor.

8  
9 The written grievance shall contain a statement of the grievance,  
10 the provision(s) of the Agreement allegedly involved, and the remedy  
11 sought.

12  
13 The immediate supervisor shall communicate a written decision to  
14 the Member within ten (10) days after receiving the grievance. Such  
15 written decision shall contain an explanation of the decision rendered.

16  
17 Within the above time limits, either party may request a personal  
18 conference with the other party.

19  
20 If the grievant is not satisfied with the disposition of the grievance at  
21 this step, an appeal to the next step must be made in writing to the  
22 appropriate personnel within ten (10) days after the decision is delivered  
23 to the grievant. Failure to appeal within this time period shall serve as a  
24 waiver of all appeal rights and the decision at this step shall be final and  
25 binding.

26  
27 Step 2

28  
29 The Superintendent, or his/her designee, shall consider the  
30 grievance, render a decision within ten (10) days after receiving the  
31 grievance, communicate a decision to the grievant in writing, and  
32 provide a copy of the decision to the Association. This shall not preclude  
33 the Superintendent, or his/her designee, from meeting and discussing the  
34 results with the grievant, but doing so does not mitigate the requirement  
35 of placing the decision in writing and providing copies as stated above.

36  
37 Such written decision shall contain an explanation of the District's  
38 position regarding the grievance. Either the grievant or the  
39 Superintendent, or his/her designee, may request a personal conference  
40 to discuss the grievance within the above time limits. If the  
41 Superintendent, or his/her designee, does not respond within the above  
42 time limits, the grievance shall automatically proceed to the next step.

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- 1 Step 5 - Arbitrator
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1           The Association representative charged with the responsibility of  
2 processing a grievance or providing representation for the grievant will  
3 receive paid release time in order to execute said responsibilities.

4  
5           Prior to release from duties for grievance processing or  
6 representation, the designated representative must inform the immediate  
7 supervisor in order that substitute service may be obtained, if such is  
8 necessary. That time off shall be limited solely to one (1) designee  
9 representing grievant in a conference with a management person.

10  
11           Under no circumstances shall such time be used for investigating  
12 grievances, gathering information, interviewing witnesses or preparing a  
13 presentation. The granting of release time does not mean that the District  
14 must schedule any or all such grievance meetings during working hours.  
15 The District shall maintain separate

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Eligibility:

6           It is the legal obligation of the Governing Board to adopt rules and  
7 regulations for industrial accident or illness leave of absence for persons  
8 employed in classified positions. Governing Board policy pertaining to  
9 industrial accident or illness leave shall apply to all Members, unless  
10 otherwise required by law regarding accidental, injury, disability or death  
11 involving a Peace Officer.

1 being utilized in conjunction with temporary benefits under Workers'  
2 Compensation.

3

4           When a member utilizes sick leave in conjunction with temporary  
5 disability, he/she shall be paid the difference between disability payment  
6 and his/her regular salary. Any Member receiving benefits during periods  
7 of industrial accident or illness leave shall remain within the State of  
8 California unless the Governing Board authorizes travel outside the State.

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10           Any absence which



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Vacancies

When a vacancy or anticipated vacancy in a position within the bargaining unit develops, the District shall post the vacancy or anticipated vacancy for a minimum of five (5) working days listing the position to be filled, job description, qualifications, and rate of pay.

When additional vacancies of the same classification occur within three (3) months of the original posting, the District shall have the right to utilize applications received on the most recent posting as an applicant pool. The District shall have the right to develop and utilize an eligibility list to fill positions up to twelve (12) months.

The District may simultaneously recruit for the vacancy from any other source.

Any Member who wishes to apply for a vacancy shall submit a completed application for classified employees via the District's electronic application system within the period specified in the posting.

When filling any vacant position, the District shall use the following factors when choosing the most qualified applicant:

1. Skill and ability to perform the work as demonstrated by prior experience, competence, training, and education;
2. Physical fitness; and,
3. Length of continuous service, if applicable.

1 who is not currently a Member of the Bargaining Unit, for the appointment  
2 to the vacant position.

3  
4 Reduction in Force

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6 In cases of reduction in force, date of hire with the District shall be  
7 determinative.

8  
9 Should two (2) or more Members have the same date of hire with  
10 the District, seniority shall be determined based upon the following criteria  
11 in order of precedence:

12  
13 1. Total length of service as a full-time, compensated, Peace  
14 Officer or Dispatcher, within that classification or comparable job, with  
15 any California P.O.S.T. certified agency.

16  
17 2. Education defined as post-secondary units with any accredited  
18 institution of higher learning.

19  
20 3. Total career training hours contained in the Member's official  
21 POST profile.

22  
23 In the event that two (2) or more Members are equal after an  
24 evaluation of the above criteria, the order of seniority shall be determined  
25 by lot drawn by the Assistant/Associate Superintendent, People  
26 Services, or his/her designee. The drawing shall be done in the People  
27 Services Office and the President of the Association shall conduct the  
28 drawing with designees from the People Services Office.

29  
30 People Services shall provide the Association copies of the results of  
31 the above determination.

32  
33 For purposes of this clause, the phrase "length of continuous service"  
34 shall mean continuing service as a sworn Peace Officer or Police  
35 Dispatcher, as covered by this Agreement, of the Fontana Unified School  
36 District from the date the Member first renders paid service to the District in  
37 probationary status. Following completion of probation, a Member's  
38 seniority will revert to the date he/she first rendered paid service in  
39 probationary status, in accordance with this Agreement.

40  
41 Length of continuous service shall be broken only by:

- 42  
43 1. Termination for Just Cause;  
44 2. Quit;

- 1           3.     Retirement;
- 2           4.     Lay-off for a period of two (2) or more years; or,
- 3           5.     Failure to return after authorized leave of absence.

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Acceptance of the definition of "length of continuous service" by the Association constitutes on its behalf of the Members in the bargaining unit a clear, specific, and unequivocal waiver of its rights and the rights of the employees it represents, and its successors, if any, including, but not limited to, Education Code §45298 and 45308.

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