



**Tentative Agreement Between  
Fremont Unified School District  
And  
Service Employees International Union, Local1021  
For 2014-2015**

**June 13, 2014**

The following resolves reopener negotiations for the 2014-2015 and all provisions of the contract remain the same except for the following:

ARTICLE 8: PAY AND ALLOWANCES

- 8.1 Salary- Effective July 1, 2014, SEIU salary schedule shall be increased by 5.9%.
- 8.7.1 Any error made by payroll resulting in over **and under**payment shall be deducted over the same time period that the error occurred unless the sum due indicates a faster repayment schedule would be reasonable. contained to four years for over and underpayment. If overpayment, a mutually agreed payment schedule will be developed.
- 8.12 Develop a form for employees to sign to agree that they must return uniforms on the last day of employment.

ARTICLE 18: TRANSFERS

18.4 Trial Period

~~An employee who is transferred to a position shall have a thirty (30) day trial period in the new position. Such trial period may be shortened by mutual agreement. The employee's former position will be filled on a temporary basis during the trial period. If the supervisor identifies problems related to performance during the trial period, the employee will be notified of the problems and a plan for improvement will be identified. If the employee is determined to be unsatisfactory at the end of the trial period, the employee will be provided written rationale for the determination of unsatisfactory performance and will be returned to the position he/she held prior to the transfer. Additionally, if the employee determines during the trial period~~

~~that he/she does not wish to remain in the position, the employee may return to the position he/she held prior to the transfer. Any records of this process will not be contained in the employee's personnel file.~~

#### 18.5 Limits on transfers

An employee may transfer no more than two (2) times per school year.

**An employee on a Performance Improvement Plan (PIP) is precluded from transferring until a satisfactory result of the plan.**

## **APPENDIX G**

### **Maintenance Department Side Letter**

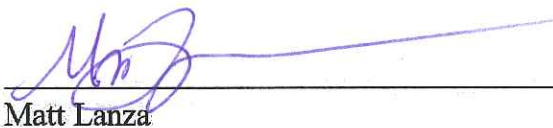
1. There can be up to two (2) categories of standby with one (1) person in each category.
2. The standby period will be a minimum of one (1) week, commencing with 5:30 p.m. Monday and ending at 7:00 a.m. Monday.
3. There will be sign ups semi-annually for 6-month period each, on January 1 and July 1. Interested employees will select standby periods based on seniority (seniority shall be defined as date of hire in the maintenance department). If an employee volunteers for standby and is unable to assume the standby shift(s), the employee will be responsible for finding a replacement to cover the shift. The replacement employee must be qualified and must be approved in advance by the Supervisor. A shift for replacement shall be defined as the daily standby shift of 5:30 p.m. until 7:00 a.m. on weekdays and the twenty-four (24) hour period each weekend or holiday day. In the event of shift/hour changes, the program hours shall take effect as soon as the last shift is off duty.
4. To be eligible for standby, employees must be available to respond within thirty (30) minutes of a call (be located within fifteen miles of the center of the District).
5. Standby personnel will be contacted and assigned by the Supervisor on call or their designee.
6. Standby personnel will have phones/2 way radio provided by the District.
7. Standby personnel will have District vehicles while on standby.
8. Standby periods will be as follows:
  - a) Monday through Friday 5:30 p.m. until 7:00 a.m. (with exceptions as noted in item #3 above).
  - b) Saturday, Sunday and Holiday 7:00 a.m. until 7:00 a.m.
9. Pay for standby shall be ~~twenty-five dollars (\$25.00)~~ **forty dollars (\$40.00)** for each weekday and ~~Thirty-seven dollars and 50/100 (\$37.50)~~ **seventy-five dollars (\$75.00)** for each weekend and/or holiday day.
10. Minimum guarantee pay for each call back shall be ~~two (2) hours~~ **two and half (2 ½) hours**. Pay for the ~~two (2) hour~~ **two and half (2 ½) hours** period and any other callback time will be at the rate of time and one half (1.5) in cash or compensatory time off consistent with the provisions of the Memorandum of Understanding. Call back shall commence from the time the employee is called back to work until the employee completes the work.

**11. If an employee is called out on a weeknight (a night before they are scheduled to work their regular shift), then that employee is entitled to "flex" their start time. For the purposes of this appendix, "flex" means that they shall be entitled to move their start time to later in the day in proportion to the time spent on the call-out incident. The minimum time that a person may flex is 2.5 hours. If an employee elects to "flex" their start time, they shall contact the Maintenance department prior to the time they would regularly start their shift.**

By their signatures below, the bargaining teams and leadership for the District and the Association agree to recommend this proposal as a tentative agreement and for subsequent ratification. Signed on June 13, 2014.

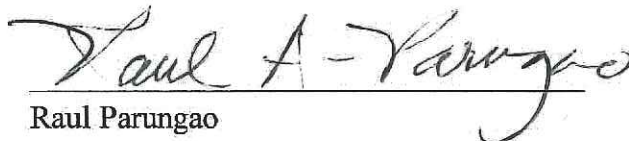
For SEIU

  
Michele Hartmangruber

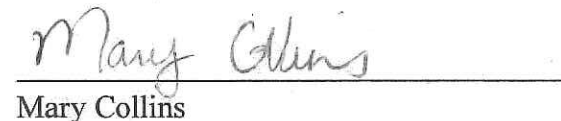
  
Matt Lanza

For FUSD

  
Robert E. Lee

  
Raul Parungao

  
Raúl M. Zamora

  
Mary Collins

  
Julie Forbes