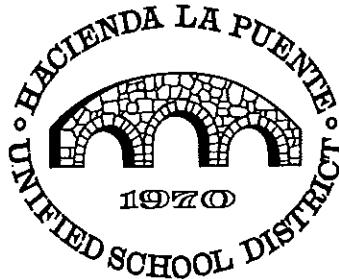


**Hacienda La Puente Unified School District
15959 East Gale Avenue
City of Industry, California 91716-0002**

(626) 933-1000

<http://www.hlpschools.org>

**AGREEMENT
BETWEEN
BOARD OF EDUCATION OF THE
HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT**



AND

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
and its HACIENDA LA PUENTE CHAPTER #115**



January 1, 2014 - December 31, 2016

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AGREEMENT

This Agreement is made and entered into this 6th day of May, 2014, between the California School Employees Association and its Hacienda La Puente Chapter #115, hereinafter referred to as the Association, and the Hacienda La Puente Unified School District, hereinafter referred to as the Board.

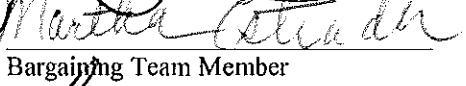
The Association and the Board agreed that it is to their mutual benefit to encourage the resolution of problems or concerns through the negotiation process. Therefore, it is agreed that the Association and the Board will support this agreement for its term as a demonstration of their cooperation and consistency to this end.


For the California School Employees Association

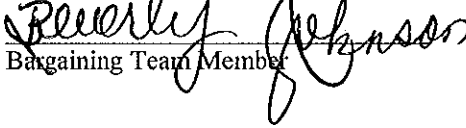

CSEA Bargaining Team Chairperson


Bargaining Team Member

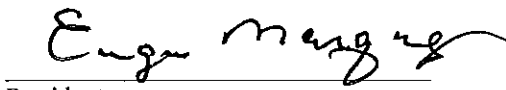

Bargaining Team Member


Bargaining Team Member

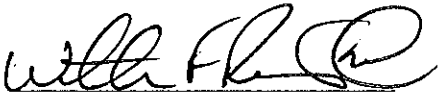

Bargaining Team Member

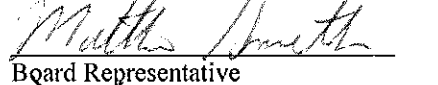

Bargaining Team Member

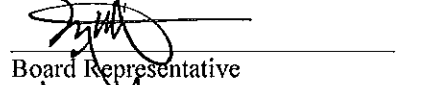
Approved:

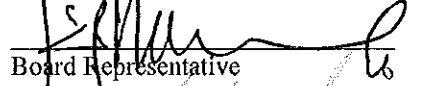

President

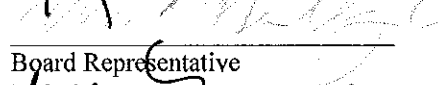
For the Board of Education

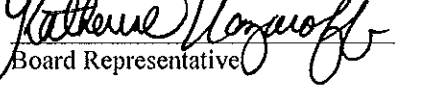

Board Representative Chairperson


Board Representative

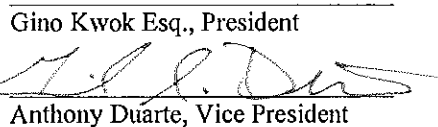

Board Representative

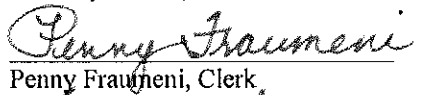

Board Representative


Board Representative


Board Representative


Gino Kwok Esq., President


Anthony Duarte, Vice President


Penny Fraumeni, Clerk


Joseph Chang, Ph.D., Member


Jay F. Chen, Member

Article I

Recognition

- 1.1 The Board recognizes the association as the exclusive representative for the purposes of the Education Employment Relations Act (Government Code Section 3540, et. seq., Title I, Division 4, Chapter 10.7) for the employees in the representation unit.
- 1.2 The bargaining unit shall consist of all employees in the positions agreed to in the granting of voluntary recognition by the Board on May 11, 1976. For the purpose of negotiations, the list of classifications, which the Board and the association consider as being inclusive of the bargaining unit, are listed below. (Document agreed to by association and district dated May 10, 1976.)

ACCOUNTING/FISCAL

Accounting Technician
Accounting Technician, Senior
ASB Secretary
Budget Technician
Budget Technician, Senior
Billing Clerk
Financial Aide Technician
Payroll Technician
Payroll Technician, Senior
Purchasing Technician
Purchasing Technician, Senior

AIDES/ATTENDANTS

Athletic/P.E. Technician (Female)
Athletic/P.E. Technician (Male)
Child Development Technician
Discrete Trial Program Assistant
Instructional Aide-Auto Mechanics
Instructional Aide-Classroom
Instructional Aide-Classroom/Bilingual
Instructional Aide-Computer Lab
Instructional Aide-Health Programs
Instructional Aide-Hearing Impaired
Instructional Aide-Pet Groomer
Instructional Aide-Refrigeration/Air Conditioning/Electrical Appliance Repairer
Instructional Aide-Special Education I
Instructional Aide-Special Education II
Instructional Aide II-Special Education (Female)
Instructional Aide II-Special Education (Male)
Instructional Aide-Special Education/Bilingual I
Instructional Aide-Special Education/Bilingual II
Instructional Materials Attendant
Language Assessment Technician
Language Assessment Technician, Lead
Liaison, Dropout Prevention
Liaison, School Community
Liaison, Special Education
Media Center Aide

Parent Involvement Liaison
Primary Intervention Child Aide
Rehabilitation Program Assistant
Speech/Language Pathology Assistant

CLERICAL/SECRETARIAL

Attendance Clerk
Correctional Clerk
Correctional Clerk Typist III
Correctional Delivery Clerk
Correctional Programs Assistant
Instructional Media Clerk
Media Center Clerk
Office Assistant
Senior Office Assistant
Receptionist
Records Technician
Registrar
School Office Manager
Secretary I
Word Processing Operator

CUSTODIAL

Custodian I
Custodian II
Lead Custodian

DATA PROCESSING

Assistant Software Engineer
Computer Operator
Computer Trainer/Help Desk Operator
Digital Systems Printer/Operator
Graphic Arts Specialist
Software Engineer
Technology Service Technician
Web Developer

FOOD SERVICES

Cafeteria Worker I
Cafeteria Worker II
Food Service Clerk

LABOR/CRAFTS/TRADES

Grounds Worker I
Grounds Worker II
Grounds Worker, Lead
Heating & Air Conditioning Repairer
Maintenance Carpenter
Maintenance Electrician
Maintenance Glazier

Maintenance Locksmith
Maintenance Materials Specialist
Maintenance Painter
Maintenance Plumber
Maintenance Worker II
Mechanic II
Mechanic III
Metal Worker
Office Machine and Computer Repairer
Pool Maintenance Worker
Sprinkler Repairer

PERSONNEL COMMISSION

Associate Personnel Analyst
Commission Secretary
Personnel Technician

PURCHASING

Buyer

SECURITY

Campus Security Officer

STORE KEEPING/WAREHOUSE

Stock Delivery Worker
Warehouse Delivery Worker

TRANSPORTATION

Bus Driver
Dispatcher

MISCELLANEOUS

Employment Developer
Family Services Specialist
Health Services Assistant
Piano Accompanist
Sign Language Interpreter-Adult School

RESTRICTED POSITIONS

Instructional Aide-Sewing

- 1.3 Excluded from the bargaining unit are all other positions not specifically enumerated above which includes, but is not limited to:

PERSONNEL COMMISSION

Personnel Director
Human Resources Analyst

CLASSIFIED MANAGEMENT

Assistant Director, Food Services
Assistant Director, Maintenance & Operations
Assistant Director, Network Systems Manager
Associate Superintendent, Business
Chief of Police and Safety
Chief Technology Officer
Coordinator, Facility Technologies
Coordinator, Risk Management
Database Administrator
Director, Facilities
Director, Finance
Director, Food Services
Director, Purchasing & Warehouse
Director, Transportation
Finance Manager

CLASSIFIED SUPERVISORY

ACCOUNTING/FISCAL

Accounting Supervisor
Budget Supervisor
Payroll Supervisor
Purchasing Supervisor

CLERICAL/SECRETARIAL

Adult School Office Manager
School Office Manager
Secretary I
Secretary II
Secretary, Child Development

CUSTODIAL

Custodial Supervisor
Senior Custodian
Operations Supervisor

DATA PROCESSING

Computer Operations Manager
Computer Field Service Supervisor
Reprographics Supervisor

FOOD SERVICES

Cafeteria Manager I
Cafeteria Manager II
Cafeteria Manager III
Cafeteria Supervisor

LABOR/CRAFTS/TRADES

Adult School Chef
Grounds Supervisor
Maintenance Supervisor
Mechanic Supervisor

PERSONNEL COMMISSION

Personnel Assistant

PURCHASING

Senior Buyer

SECURITY

Police Officer
Senior Campus Security Officer

STORE KEEPING/WAREHOUSE

Warehouse Supervisor

CLASSIFIED CONFIDENTIAL

CLERICAL/SECRETARIAL

Administrative Assistant
Benefits Technician
Executive Assistant to the Superintendent
Office Assistant
Senior Office Assistant

HUMAN RESOURCES

Administrative Assistant to the Assistant Superintendent
Credential Technician
Human Resources Assistant
Human Resources Office Manager
Secretary II
Senior Human Resources Assistant

OTHER

Part-time casuals:

All Regional Occupational Program
Bilingual High School Tutors
Cooperative Teachers
Full time day student employed part time where enrolled in work studies program
Limited Term or Provisional
Noon Aides
Recreation Aides
Student Help
Voluntary Temporary Professional Experts
Work Study Interns

- 1.4 The district agrees that if, subsequent to this agreement, it creates any new positions or classifications, it shall notify the association of its actions, describing the positions created, the number of positions, and indicate whether the new position/classification is a part of the bargaining unit or excluded therefrom. The association may, within fifteen (15) calendar days of such notification, contest any assignment made by the district to include or exclude such position/classification into or from the bargaining unit. If the association contests the assignment, the parties shall meet toward the goal of achieving agreement.
- 1.5 If the parties fail to reach agreement on the issue of the inclusion to, or the exclusion from the bargaining unit of a newly created position or classification, the matter may be mutually submitted to the Public Employment Relations Board, hereinafter referred to as PERB, as a change in unit certification according to the rules of the PERB. The decision of the PERB shall be binding on the parties.
- 1.6 The Board agrees that all supplements to this agreement, hereinafter referred to as agreement, are binding on the parties.

Article II

Duration of Agreement (Term)

- 2.1 If, during the life of this agreement, there exists an applicable law or any applicable rule, regulation, or order issued by governmental authority other than the district which shall render invalid or restrain compliance with or enforcement of any provisions of this agreement, such provision shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect. Such invalidation of a part or portion of this agreement shall not invalidate any remaining portions which shall continue in full force and effect.
- 2.2 In the event of suspension or invalidation of any article or section of this agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.
- 2.3 This agreement shall become effective on **January 1, 2014** and shall continue in effect up to and including **December 31, 2016**, and from year to year thereafter, unless alteration or amendment is requested in writing, by either party, no later than **July 1, 2013**, of its request to modify, amend or terminate the agreement. The association will submit in writing its initial proposal for negotiations with the district no later than **August 1, 2016**.
- 2.4 During the second and third year of the agreement there will be a general reopener on up to two articles each for CSEA and the district, in addition to reopeners on **Health and Welfare Insurance Benefits, Article XI and Salary Compensation, Article XIII**. The association will submit in writing its proposal for reopeners by **August 1, 2014** and **August 1, 2015**, respectively.

Article III

Management Rights

- 3.1 It is understood and agreed that the district retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of district operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; lawfully contract out work; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, transfer, assign, evaluate, promote, terminate, and discipline employees.
- 3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the district, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement, and then only to the extent such specific and express terms are in conformance with law.
- 3.3 The district retains its right to suspend the provisions of this agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board. When an emergency is called, the district will notify the association of the reasons for the emergency, the expected duration of the emergency, and the specific articles of the agreement that are suspended by the emergency. An emergency is a natural or human catastrophe such as fire, earthquake, flood or large scale student disturbance.

Article IV

Association Rights

- 4.1 The association and the Board agree that neither party shall practice unlawful discrimination against any employee in the bargaining unit because of race, color, creed, sex, age, religion, physical disability, the exercise of his/her political opinion or affiliation with the association.
- 4.2 The association shall be entitled to use the official bulletin boards, and other means of communication to employees in the bargaining unit, subject to the following conditions:
 - 4.2.1 Within each school or building there shall be designated one or more sections of bulletin boards as staff bulletin boards. Communications to employees in the bargaining unit shall be posted only on these bulletin boards.
 - 4.2.2 Mailboxes and other district means of distributing information are primarily for use as a means of communication for matters pertaining to the functioning of the district and the school. The association is permitted their use for distribution of materials as long as that use does not interfere with the normal functioning of the school or department. The association may use school equipment for preparation of material as long as the use does not interfere with normal school operations. The association may not use district materials for association business.
 - 4.2.3 Administrators in charge of these bulletin boards and mailboxes are designated as the superintendent's representatives. The association shall provide copies of all general notices and bulletins distributed to the above mentioned representatives who shall not censor the materials.
 - 4.2.4 Any communication posted on a staff bulletin board, sent through the district system of distribution, or placed in employee mailboxes, shall include the name of the organization sending the communication, the date of posting or distribution, and the name of the association president.
 - 4.2.5 All association business, discussion and activities will be conducted by unit members or association officials outside established work hours; excepting scheduled breaks and scheduled lunch times. The association and its members may request use of school buildings and facilities. Requests shall be made through established district procedures. The use of special facilities (gymnasium, kitchen, etc.) which may require the services of additional personnel or the sponsoring of events at which an admission charge is made, will be subject to a charge covering the cost.
 - 4.2.6 Representatives of the association shall not contact employees during the normal workday excepting scheduled breaks and scheduled lunch times. Official representatives of the association shall report to the school or department office before visiting an employee on the premises of the school or district building.
- 4.3 The Board shall provide the association with seventy-five (75) days of release time each school year for use by the association president for association business or processing grievances. The above is subject to written approval of the superintendent or his designee three (3) days prior to such release time. Upon mutual agreement, time limits may be shortened. Additional release time may be authorized by the district or purchased by the association as appropriate.
- 4.4 An employee shall be entitled to representation by the association in matters that affect his/her continued employment with the district, and at times when disciplinary action is contemplated/taken, or when reviewing one's personnel file.

- 4.5 A written list of association officials and representatives, including names and mailing addresses, shall be furnished to the Board at least annually, and the association shall promptly notify the Board of any interim changes of such officials and representatives.
- 4.6 The district agrees to provide one copy of any public document to the association upon request of the association and upon reimbursement to the district of all clerical and material costs involved in the duplication of the public document.
- 4.7 The association shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the district. The association shall receive the deductions on a timely basis. The district shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for insurance premiums, credit union payments, savings bonds, charitable donations, or other plans or programs jointly approved by the association and the district.
- 4.8 Employees shall provide to their site administrator and the district personnel office their current mailing address and notify the district personnel office within ten (10) days of a change of address.
- 4.9 Upon reasonable request, the district shall provide the association with a listing of all current bargaining unit members, which shall include: current mailing address, current telephone number, work location, job classification and birth year.
- 4.10 In addition, the district shall provide the association a listing of all bargaining unit retirees for the fiscal year by June 30 of each year.
- 4.11 Within a reasonable period of time after execution of this agreement, the district shall post the negotiated agreement on the district's website, (<http://www.hlpusd.schools.org/>). A hard copy of the negotiated agreement will be available at each district site for employee access. Upon request, hard copies will be provided to the President of CSEA for distribution to members of the Executive Board and CSEA site representatives. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of this agreement without charge at the time of their employment.

Article V

Grievance Procedure

- 5.1 The purpose of this grievance procedure is to provide, at the lowest administrative level, a means by which a grievance may be resolved in an equitable, efficient manner in an atmosphere of courtesy and cooperation.
- 5.2 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits shall consist of working days. Upon mutual agreement between the Board and the association, these time limits may be extended.
- 5.3 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be treated as confidential material. These materials shall not be reviewed for decisions regarding reemployment, promotion, assignment, or transfer. Both parties agree that no adverse actions shall be taken against the grievant(s) or participants in the grievance process because of the use of this procedure.
- 5.4 Grievance hearings and meetings shall be conducted at a time that will provide an opportunity for the aggrieved party and all parties of interest to be present. When mutually scheduled hearings are held during the duty day, persons required to participate in the hearing shall be excused without loss of pay or other benefits.
- 5.5 The aggrieved party shall be present at all meetings and hearings and may be represented at all meetings and hearings at all steps of the grievance procedure by an association representative.
- 5.6 Definitions
 - 5.6.1 Grievance -- A claim by the association, a member or members of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this agreement.
 - 5.6.2 Grievant -- A grievant is the association, a district employee or group of employees in the bargaining unit covered by this agreement who is filing a grievance.
 - 5.6.3 Parties in Interest -- The person or persons making the claim, any person or persons assisting the claimant, and any person or persons who might be required to take action or against whom action might be taken in order to resolve the claim.
 - 5.6.4 Immediate Administrator -- An immediate administrator is the administrator having the first line jurisdiction over the employee who is filing the grievance.
- 5.7 Grievance Resolution -- Grievances will be processed in accordance with the following steps:
 - 5.7.1 Step 1a. Informal Level: Before filing a formal written grievance, the grievant shall identify the grievance and attempt to resolve it by an informal conference with the administrator within the first five (5) days of the fifteen (15) days of Step 1b. Should association release time be required to provide representation at Step 1a, approval will be requested from the Assistant Superintendent, Human Resources no less than 24 hours prior to the scheduled informal meeting.

- Step 1b. Any grievant who knew or reasonably should have known of the circumstances which formed the basis for the grievance shall present the grievance in writing to the immediate administrator within fifteen (15) days. Failure to do so will render the grievance null and void. The written information shall include:
- 5.7.1.1 Description of the specific grounds of the grievance, including name, dates, and places necessary for complete understanding of the grievance; and the date Step 1a. took place.
 - 5.7.1.2 A listing of the provisions of this agreement which are alleged to have been violated, misapplied, or misinterpreted.
 - 5.7.1.3 A listing of the specific action requested of the district which will remedy the grievance. The immediate administrator or his designee shall meet with the grievant within five (5) days. The disposition of the grievance shall be indicated in writing within five (5) days of the meeting with copies to the grievant and the association.
- 5.7.2 Step 2. If the aggrieved party is not satisfied with the disposition at Step 1, the aggrieved party shall send a written copy of the grievance to the superintendent within ten (10) days, with a copy also sent to the immediate supervisor or his designee. The superintendent or his designee shall meet with the grievant or his designee within five (5) days. The disposition of the grievance shall be indicated in writing within five (5) days of the meeting, with copies furnished to the aggrieved party and the association.
- 5.7.3 Step 3. If a grievance is not resolved within ten (10) days after the decision is rendered at Step 2, the grievant may request that the association submit the grievance to mediation. The association, by written request to the superintendent within five (5) days after receipt of the request from the grievant, will request, in writing, that the district contact the California State Mediation/Conciliation Services and request that a mediator be appointed at no charge to either party. The district will make the request to the Mediation/Conciliation Services within five (5) days of the request by the association. The parties shall attempt to reduce outstanding issues, and if possible, settle the dispute. The mediator shall not have the power or authority to render a decision on the issue(s) or impose a settlement on the parties. If mediation does not satisfactorily resolve the grievance, the grievant may appeal the grievance to Step 4.
- 5.7.4 Step 4. If a grievance is not resolved within ten (10) days after the last mediation session in Step 3, the grievant may request the association submit the grievance to arbitration. The association, by written request to the superintendent within five (5) days after receipt of the request from the grievant, may submit the grievance to arbitration. By mutual agreement between the parties, individual cases with similar facts may be combined before a single arbitrator. The arbitrator shall be selected by the two parties within five (5) days after such notice is given. If the two parties fail to reach agreement on the choice of an arbitrator within three (3) days, the American Arbitration Association will be requested to supply a list of five names. Each party will alternately strike from the list until only one name remains. The order of striking will be determined by flip of the coin. By mutual agreement between the parties expedited arbitration procedures may be used. The rules of the American Arbitration Association then in

force shall be utilized by the parties in the conduct of the hearing. It shall be the function of the arbitrator to make an award to resolve the grievance. The arbitrator shall be subject to the following limitations:

- 5.7.4.1 The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.
- 5.7.4.2 The arbitrator shall have no power to establish the structure of the salary schedule.

The fees and expenses of the arbitrator shall be paid by the losing party, association or district, as determined by the arbitrator. All other expenses shall be borne by the parties incurring them and neither party shall be responsible for the expenses of the witnesses called by the other. Either party may request a certified court reporter to record the entire arbitration hearing. The cost of service and the expense of such report shall be paid by the party requesting reporting or shared by the parties if both mutually agree.

If the parties cannot agree upon a submission agreement, the arbitrator shall determine the issues by referring to the written grievance and the answers thereto at each step.

After a hearing and after both parties have had an opportunity to make written arguments, the arbitrator shall submit, in writing, to all parties his/her findings as an award which shall be final and binding.

Article VI

Organizational Security

- 6.1 If required by the association, the following provisions shall apply toward employees in the bargaining unit:
- 6.1.1 New employees, as a condition of continued employment, within thirty (30) days after their employment, shall either join the association or pay a representational fee equal to the regular annual dues paid by a member. The above is in accordance with Government Code Section 3540.1 i (2).
 - 6.1.2 All employees in the bargaining unit, as a condition of continued employment, shall either become a member of the association within thirty (30) days or pay a representational fee equal to the regular annual dues paid by a member. The above is in accordance with Government Code Section 3540.1 (2).
 - 6.1.3 Any employee who is not a member of the association, or who does not make application for membership, or who does not provide the district with an assignment authorizing deduction of the representational fee within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall become a member of the association or pay to the association a representational fee in an amount equal to unified membership dues, payable to the association in one lump-sum cash payment within sixty (60) days of initial employment or by October 31 of each current school year. In the event that a unit member shall not pay such representational fee directly to the association by the time required, the district shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth above. Payment of such representational fee shall be a condition of continued employment.
- 6.2 The association shall indemnify and hold the Board harmless from any and all claims, demands, or suits or any other actions arising from the provisions of this article.
- 6.2.1 The district shall serve, upon the written request of the association, an employee who has not complied with this section, a letter stating the terms and conditions of Article VI, Organizational Security, and give the employee a date by which he/she must fulfill these terms and conditions.
- 6.3 Any employee in the bargaining unit who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support the association as a condition of employment; except that such employee shall be required, in lieu of a service fee to pay sums equal to such service fee to a non-religious, non-labor organization, charitable fund, exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code as identified below:
1. Student scholarship fund established by the district.
 2. United Way agency.
 3. Charitable fund chosen by the employee.

Any employee claiming this religious exemption must file a written request for exemption with CSEA. Requests shall be sent to the CSEA Deputy Chief Counsel at 2045 Lundy Avenue, San Jose, CA 95131 (800-632-2128). If the exemption is granted, the employee shall, as a condition of continued exemption from the requirements of paying service fees to CSEA, furnish CSEA

with copies of receipts from the charity selected. Receipts must be submitted to the CSEA Deputy Chief Counsel quarterly or annually by September 30th if paid in a lump sum.

If such employee who holds conscientious objection pursuant to this section requests the association to use the grievance procedure on the employee's behalf, the association is authorized to charge the employee for the reasonable costs of using such procedure.

Article VII

Transfers

7.1 Definition -- A transfer is defined as a change of job location, but within the same position classification.

7.2 Voluntary Transfer:

The following procedures shall be followed for voluntary transfers.

Any employee in the bargaining unit may apply for a transfer to such position(s) by completing and submitting a transfer request to the Human Resources Office, either by application to a specific vacant position or by placing a letter on file requesting transfer to any new or vacant position(s) in his/her classification.

7.2.1 If an employee desires a transfer, the matter shall first be discussed with the immediate supervisor.

7.2.2 Following the discussion, the employee shall send a transfer request to the Human Resources office on the prescribed form titled Classified Request for Transfer, #1806. The request shall include the employee's training experience, and other qualifications and assignment preferences. Such request shall be kept on file until withdrawn in writing. Such blanket requests shall be valid, however, for no longer than the current school year.

7.2.3 An employee who has requested a transfer and is qualified for the position shall be interviewed for any position that is available in the class which he/she holds. It is the intent of the district to attempt to accommodate voluntary transfer requests of permanent employees and the employee's personnel file shall be reviewed by the official making the selection to assist in this regard.

7.2.4 If a permanent employee, who has been rated satisfactory on his/her last evaluation, feels he/she was denied a lateral transfer for punitive reasons, he/she may grieve it subject to the grievance procedure.

7.3 Involuntary Transfer:

Any transfer which is not voluntary shall be discussed with the employee and his/her immediate supervisor prior to the intended transfer.

An involuntary transfer shall not be for punitive reasons and shall be subject to the grievance procedure.

7.4 If the district initiates the transfer of an employee, a notification and explanation of pending transfer shall be made in writing five (5) working days prior to the effective date of the transfer.

7.5 The district may give alternate work when the same is available to an employee who has become medically unable to satisfactorily perform his/her regular job class duties. The alternate work may constitute promotion, demotion, or lateral transfer to a related class, but it shall be constituted only by mutual agreement with CSEA and concurrence of the employee; and shall be assigned only after efforts have been made to provide a reasonable accommodation to the employee's limitations.

Article VIII

Transportation Department

8.1 Transportation Department

8.1.1 Daily School Bus Routes

- a. All regularly scheduled, Monday through Friday home to school transportation shall be considered "Daily school bus routes." Routes and stops shall be established by the Director of Transportation. Routes, stops, and stop times may not be altered without the express written permission of the Director.
- b. Routes shall be assigned to drivers through a bidding process. Bidding shall be done in seniority order based on employee hire dates, with the most senior driver bidding first.
- c. Routes shall be bid no less than three days prior to the first day of student attendance for each K-12 school year. Drivers shall have one hour prior to the start of bidding to examine all routes available for bid. The first driver shall have 10 minutes to select their route. Each successive bidder shall have 10 minutes from the completion of the previous driver's route selection to make their choice. Any driver not present for their turn to bid shall be placed at the end of the list of bidders, unless they have provided written permission for someone else to select their route.
- d. The Director may alter or modify routes and stops throughout the year to provide the most effective and efficient possible service to students and schools. If in the sole judgment of the Director, changes in routes have created a need, the Director shall rebid routes at any time with 45 days' notice to the association.
- e. Summer school routes shall be bid three days prior to the start of summer school.

8.2. Additional Hours

- a. All assignments that are not part of daily school bus routes shall be considered additional work, including field trips, athletic transportation, etc. Drivers may be required to work additional assignments in the absence of a driver. Acceptance of additional assignments, for these purposes shall not result in a change in working conditions.
- b. The Director shall make all additional assignments and may organize additional work to most effectively carry out the work while minimizing the cost of the work. Offers of additional work shall be made in seniority order with the most senior driver in the rotation receiving the first offer provided that the assignment shall be made based on driver availability, capacity of bus and driver on duty hours.
- c. Additional assignments during the school week (exclusive of weekends and holidays) shall be made on a rotational basis, starting with the most senior driver provided that the assignment shall be made based on driver availability, capacity of bus and driver on duty hours.
- d. Additional assignments during weekends and holidays shall be made on a rotational basis, starting with the most senior driver.

e. Offers of overtime shall be made in the order they are received by the Transportation Department. Each week, Transportation shall maintain and post, by the first working day of the week, a log of all trip requests received, including the date of receipt, the date of the scheduled work, the anticipated hours involved in the assignment, and the driver or drivers to whom the offer was made.

8.3 Compensable Time

Drivers shall be paid for twenty-five (25) minutes for checkout of a bus with airbrakes and fifteen (15) minutes for checkout of a bus with hydraulic brakes. Drivers shall be paid twenty (20) minutes for clean-up of a bus. With prior approval of the Director, additional time may be authorized.

8.4 Special compensation

Bus drivers certified by the Director and possessing all required qualifications to drive all buses shall receive an additional B rate. The Director may require any driver to recertify their qualifications every two (2) years to maintain the B rate compensation.

- 8.5 Bus drivers will be required to wear uniforms during the life of the agreement. The district will provide the uniforms as long as they are required. The uniform allotment shall consist of 4 light blue, short sleeve shirts, 3 dark blue pants, 1 dark blue pair of shorts, and 1 blue jacket. Drivers will be responsible to maintain uniforms in a clean, neat and orderly manner. There will be a yearly uniform replacement of two shirts, two pants and one pair of shorts per driver. Uniforms will be returned to the transportation office upon termination of employee.
- 8.6 The District will compensate bus drivers for the time spent on renewal of a California Special Driver Certificate, requiring a School Pupil Safety Officer of the California Highway Patrol, and the use of a District commercial vehicle for the purpose of behind the wheel testing.

Article IX

Decrease of Assignment

- 9.1 Any decrease of assignment or layoff due to lack of work or lack of funds shall be made known in writing to the affected employees and the association sixty (60) days prior to effective decrease or layoff.
- 9.2 A reemployment list in the classification in which a decrease of assignment or a layoff has been affected shall be submitted to the association within forty-five (45) days of any decrease of assignment or layoff due to lack of work or lack of funds. This reemployment list is to include hire date in the classification and the effective date of layoff or decrease of assignment. Time limits may be extended by mutual consent.
- 9.3 Whenever a classified employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first. Reemployment shall be in the reverse order of layoff.

Length of service shall be based on the date of hire in the classification. (This section shall become operational upon Board approval and does not supersede previous contract language used to effectuate layoff, nor does this impact the current re-employment list.)

Nothing contained in this section shall preclude the granting of length of service credit for time spent on military leave of absence, or unpaid illness leave, unpaid industrial accident leave, or FMLA leave.

The date of hire shall not be interpreted to mean any service performed prior to entering into a probationary or permanent status in the classified service of the district except service in restricted positions.

- 9.4 Persons laid off because of lack of work or lack of funds are eligible to reemployment for a period of 39 months and shall be reemployed in preference to new applicants. In addition, such persons laid off have the right to participate in promotional examinations within the district during the period of 39 months.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

Article X

Employee Travel

- 10.1 The Board will compensate those employees whose contractual obligations require travel between schools or who have been directed in writing (form #1020 revised 7/93) by their immediate supervisor to use their automobile for school business. Mileage for use of the employee's personal automobile will be at the IRS Mileage Reimbursement Rate currently in effect.
- 10.2 Mileage is to be computed daily by the employee and presented to the Business Office by the 15th of each month on the employee travel form (#1020 revised 7/93). Mileage is to be computed beginning at the first site of the employee's daily assignment and terminated at the site at which the employee ends his assigned work day.

Article XI

Health and Welfare Insurance Benefits

- 11.1 Health, vision, dental, and life insurance coverage is available through the district. The district shall make all contributions as approved each year, on behalf of an employee whose assignment is thirty-five (35) hours or more per week on a regular continuous basis or twenty (20) or more hours per week if employed prior to July 1, 1983, and enrolled in the health/welfare insurance program shall be \$11,900.00 per calendar year, effective July 1, 2014.

For those employees hired subsequent to July 1, 1983, whose assignment is twenty (20) or more hours per week through less than thirty-five (35) hours per week, the district will pay 50% toward a health insurance program and full cost of the \$20,000 life insurance program up to a maximum of \$5,950.00 per calendar year, effective July 1, 2014.

The District agrees to contribute an additional one-time \$34.00 per month, per full time, benefit eligible employee, for the period July 1, 2013 – June 30, 2014, in any month in which benefit premiums are paid toward District Health Care Benefits.

For those employees whose assignment is twenty (20) or more hours per week through less than thirty-five (35) hours per week, the District agrees to contribute an additional one-time \$17.00 per month, per benefit eligible employee, for the period July 1, 2013 – June 30, 2014, in any month in which benefit premiums are paid toward District Health Care Benefits.

The employee may enroll for coverage during his/her first month of employment or during the first month he/she qualifies for coverage. Open enrollment shall be during the last month of the school year.

When possible, the district shall notify all employees two (2) weeks prior to the open enrollment period, of all plan changes in the health, dental and welfare insurance coverage offered by the district.

- 11.2 Eligible bargaining unit members (full time and part time) who wish to participate in Internal Revenue Code Section 125 for health benefits may do so effective December, 1993.

The district will process voluntary payroll deductions for eligible employees enrolled in CSEA health plans provided there is no cost to the district beyond normal internal district processing.

- 11.3 Employees on a non-paid leave of absence of more than one pay period may continue to participate in the district health and dental programs, subject to the carrier's rules and regulations, by remitting in advance the total remaining cost of such benefit programs for the period of the unpaid leave.

- 11.4 Employees who retire under the provisions of the Public Employees Retirement System who are under the age of sixty five (65) may participate in one of the following options:

- 11.4.1 Employees who have rendered at least ten (10) years of service to the district may continue to participate in the district's health, dental, or vision insurance programs until age sixty-five (65), unless they participate in option 11.4.3 below, by remitting in advance two payments for the total annual cost of such benefit program.

Retirees shall not be required to provide any services to the district.

- 11.4.2 Employees who have served in the district for sixteen (16) years at the 30-40 hour per week level shall have 50% of the established Kaiser, **United Health Care** or **Anthem**

Blue Cross PPO insurance premium for retiree and dependents paid by the district up to a maximum of \$5,950 per calendar year paid by the district until age sixty-five (65).

Employees who have served for sixteen (16) years at the 20-29 hour per week level shall have 25% of the established Kaiser, United Health Care or Anthem Blue Cross PPO insurance premium for retiree and dependents paid by the district up to a maximum of \$2,975 per calendar year until age sixty-five (65).

Retirees may purchase vision and/or dental insurance at the district rate during the time they are participating in this option.

Retirees shall not be required to provide any services to the district.

- 11.4.3 Employees hired prior to January 1, 2003 who have had benefits for five years prior to retirement at age fifty-five (55) or later, and who have served in the district for at least ten (10) years, shall have medical benefits paid by the district at the same level as current benefit eligible employees are receiving for a period of up to five (5) years or to age sixty-five (65), whichever comes first. Employees hired on or after January 1, 2003 will be required to have served in the district for at least fifteen (15) years to have this benefit.

Classified bargaining unit members who have served in the district for 25 years or more; received full benefits for five years prior to retirement; and reached the age of 55 and find it necessary to retire on PERS disability, shall have 100% of medical insurance covered for the retiree until age 65 or for five years, whichever comes first.

Retirees may purchase vision and/or dental insurance at the district rate if they have those benefits at the time of retirement during the time they are participating in this option.

Retirees shall not be required to provide any services to the district.

- 11.5 The district will provide the State Disability Insurance program with the employee paying the premium cost.
- 11.6 The joint health and welfare benefits committee that was formed in 1990 will continue to meet.

The president of the California School Employees Association will appoint members to serve on the District Insurance Committee. The number of CSEA representatives on the committee will be in proportion to the percentage of the association's benefit eligible members. The District Insurance Committee shall:

- Review utilization data
- Monitor the benefits plans and their cost
- Be responsible for the communication and dissemination of health benefit information to district benefit-eligible employees
- Recommend to the Board of Education the health, dental and vision plans for all benefit-eligible employees by June, 2005.

- 11.7 Health benefits for survivors of a bargaining unit member who had been with the district for a minimum of five years and who had health benefits shall be provided by the district at the rate of one month for each three years of service, limited to a maximum of six (6) months.

Article XII

Professional Growth

This article will become effective upon ratification of this agreement.

The purpose of professional growth is to provide educational and training opportunities for unit members, outside their established work day, to acquire and to refine job skills and abilities that will result in employees providing the highest quality of service to the district within their current job classification and to enhance unit members' promotional opportunities within the classified service. The program will reward unit members with additional compensation for continued growth and development in their positions.

12.1 Eligibility:

All permanent CSEA unit members shall be eligible to participate in the program after completion of two (2) continuous years of service in a permanent position.

12.2 Approval to Participate

12.2.1 It is each CSEA unit member's responsibility to request and file a college course/workshop/ seminar/conference approval form for professional growth credit and submit all documents required for verification of course credit. Documentation must include a detailed course description and/or syllabus describing the college course/workshop/seminar/conference content.

12.2.2 Professional growth college course/workshop/seminar/conference approval forms are obtained from and must be returned to the Human Resources Department. Written approval must be received prior to beginning any professional growth opportunity. Unit members must complete and submit their approval forms a minimum of one month prior to the beginning of the course of study.

12.2.3 College course/workshop/seminar/conference approval is granted by the Assistant Superintendent, Human Resources or designee. If a unit member elects to participate in the program without receiving prior written approval, he/she assumes the risk of not receiving professional growth point credit.

12.3 Professional Growth Credit

12.3.1 One (1) point per semester unit will be granted for approved, accredited college, university, adult, and/or trade classes. College and/or university coursework may be taken as on-line classes.

12.3.2 Quarter unit courses will be converted to semester units at the rate of one (1) quarter unit equaling two-thirds (2/3) of a semester unit.

12.3.3 When semester or quarter units are not specified:

- Fifteen (15) hours of in class time = one (1) point
- Seven and one-half (7 1/2) hours of in class time = one-half (1/2) point
- Five (5) hours of in class time = one-third (1/3) point

The above includes job-related workshops and organized professional seminars and conferences that unit members attend during their non-working hours.

This does not include mandatory or required training for licenses and/or certifications required for a unit member's position.

A district subsidy (e.g., payment of district funds for registration and/or attendance) negates eligibility for credit.

12.3.4 Credit toward professional growth shall be given only once for each college course/workshop/seminar/conference title, unless the repeated course is an upgraded version of the prior course and requires the learning of a new set of skills.

12.3.5 Each college course/workshop/seminar/conference submitted for professional growth credit, must include some demonstration of final course mastery. Such demonstration shall include at least one of the following:

- Final examination
- Final project or paper
- Student portfolio assessment
- Final course grade/transcript (a grade of C/Pass or better must be earned in order to have the course considered for Professional Growth credit)
- District-provided Certificate of Completion signed by instructor/ presenter
- Other means of assessment developed by the unit member and instructor and approved by the Assistant Superintendent, Human Resources or designee

12.4 Awarding of Salary Stipend

12.4.1 One (1) professional growth stipend of \$100 annually will be awarded after the unit member has accrued ten (10) approved and verified points. Any points earned beyond the necessary ten (10) points in one fiscal year may be carried into the next increment period.

12.4.2 Of the ten (10) points needed to receive one professional growth stipend, all ten (10) points must come from training related directly and specifically to skills required in positions offered within the district.

12.4.3 Up to three (3) points will be grandfathered in for college courses/workshops/seminars/conferences or four (4) points for one four (4) unit college course taken between July 1, 2008 and June 30, 2009, provided that the college courses/workshops/seminars/conferences meet both the pre-approval and post demonstration requirements established above.

12.4.4 A unit member may earn up to a total of five (5) professional growth stipends; however, no more than one (1) stipend may be earned during any one (1) full year of service.

12.4.5 The professional growth stipend shall be included in the unit member's regular monthly salary. The stipend effective date will be the month following verification of the course credit by the Assistant Superintendent, Human Resources or designee, provided that verification of completion is submitted by the unit member by the 15th of the previous month.

Article XIII

Salary Compensation

- 13.1 Unit members will be paid according to the salary schedules attached as Appendix A. Upon initial employment, all new employees shall start at the first step of the rate range for their classification unless they have prior experience. Credit may be given at the discretion of the district for qualified experience on the basis of one year credit on the salary schedule for each one year of qualified experience. Initial placement shall be determined by the district.
- 13.2 A five percent (5.0%) increase on the salary schedule effective January 1, 2014, for the 2013-2014 contract year.

A one-time, off schedule, five percent (5.0%), payment on service recognition stipends, shall be made on or before June 30, 2014.

For Non-Benefit Eligible Health & Welfare Employees Only

On or before June 30, 2014, the District agrees to contribute a one-time, off schedule salary payment of 1.00% of salary for CSEA members actively employed on a regular continuous basis with the district, but not receiving Health & Welfare benefits, at the time this payment to be made. For employees who started with the district after July 1, 2013, the off schedule, one-time payment, will not be made. For employees who terminate their employment with the district after Board of Education ratification and prior to June 30, 2014, the off schedule, one-time payment, will not be made.

- 13.3 The district shall continue to pay all service recognition stipends granted to all eligible employees based on their current hourly assignment under the following provisions:
 - 13.3.1 After ten (10) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88.)

35-40	hours per week	\$ 335
20-34.99	hours per week	\$ 223
10-19.99	hours per week	\$ 112
 - 13.3.2 After fifteen (15) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88.)

35-40	hours per week	\$ 669
20-34.99	hours per week	\$ 335
10-19.99	hours per week	\$ 223
 - 13.3.3 After twenty (20) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88.)

35-40	hours per week	\$1,003
20-34.99	hours per week	\$ 669
10-19.99	hours per week	\$ 335

13.3.4 After twenty-five (25) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 1987-88.)

35-40	hours per week	\$1,337
20-34.99	hours per week	\$1,003
10-19.99	hours per week	\$ 446

13.3.5 After thirty (30) years of employment in the following category, the following annual service recognition stipend shall be added to the regular salary. Stipend will be paid in a separate check at the end of the year. (Implemented in 2006-07.)

35-40	hours per week	\$1,671
20-34.99	hours per week	\$1,337
10-19.99	hours per week	\$ 557

13.3.6 A complete year of service will be accepted when an employee serves for at least seventy-five percent (75%) of the number of days of the employee's regular work year.

13.3.7 Only time served in paid status in the district shall apply toward years of service. Service in other school districts shall not apply unless those districts were component districts to the unification that became the Hacienda La Puente Unified School District.

13.4 Any deduction from a pay warrant due a unit member as a result of overpayment due to district error shall be handled in accordance with the following procedure:

- The district shall hold a conference during which the method and terms of repayment shall be discussed with the unit member.

13.5 Effective July 1, 2014, a Bilingual/Bi-literate stipend of \$650.00 per year shall be provided to designated bargaining unit members, who are certified Bilingual/Bi-literate by the Personnel Commission and provide second language services to school sites. Annually, site administration shall designate the employee(s) to receive the compensation. Classifications identified as "Bilingual" are not eligible for this stipend. The following stipends shall be allotted:

- Elementary & Middle Schools = 1 stipend per school
- High Schools = 2 stipends per school
- Adult Education = 2 stipends total
- Child Development Early Childhood Programs = 2 stipends total
- Up to five (5) additional stipends as needed District-wide

Response to Distasteful Jobs & bilingual / Bi-literate Skills:

HLPUSD and CSEA agree to examine alternative compensation and assignment models for individuals with bilingual / bi-literate skills as well as those performing distasteful duties and summer school assignments.

Article XIV

Leaves

14.1 LEAVES

- 14.1.1 While on a paid or unpaid leave of absence, classified bargaining unit members shall not perform other gainful employment with another employer (except ordered military service or approved vacation leave).

14.2 VACATION

- 14.2.1 Classified employees of the bargaining unit will earn vacation on the following basis:
- 14.2.1.1 For one (1) year through the completion of five (5) years, one (1) day of vacation will be earned per month worked.
 - 14.2.1.2 For six (6) years through the completion of the tenth (10) year, one and one-quarter (1 1/4) days of vacation will be earned per month worked.
 - 14.2.1.3 For eleven (11) years through the completion of the fifteenth (15) year, one and one-half (1-1/2) days of vacation will be earned per month.
 - 14.2.1.4 For sixteen (16) years through the completion of the twentieth (20) year, one and three-fourths (1-3/4) days of vacation will be earned per month worked.
 - 14.2.1.5 For twenty-one (21) years and over, two (2) days of vacation will be earned per month worked.
- 14.2.2 Every regular classified employee, permanent and probationary, shall earn vacation at the prescribed rate as part of his compensation. Regular employees who are on leave to serve in a limited-term assignment, or who serve in limited-term assignments during periods when they are not regularly assigned, shall earn vacation during such limited-term assignments. Vacation shall also be earned during any paid leave of absence.
- 14.2.3 By the end of each fiscal year, employees shall not have an earned vacation balance that exceeds more than can be earned in a fiscal year unless the employee has the written approval of the superintendent or his designee. A vacation plan will be submitted by the employee at the time of approval, with the goal of reducing the days down to an amount not to exceed that which an employee earns annually.
- 14.2.4 Employees may submit vacation requests at any time with approval subject to the needs of the district. Requests shall be submitted on a standard district form (#1820) which shall provide for signed approval by the supervisor(s). Leave requests which are denied shall cite a reason for denial in writing. Responses to leave requests shall be rendered no later than five (5) work days after receipt by the supervisor. Vacation schedules shall be prepared by the administration. If there is a scheduling conflict as to when vacation leave may be taken, the employee may meet and confer with the site administrator.
- 14.2.5 For employees not permitted to take their full annual vacation, the amount not taken shall accumulate for use in the next year under the provision of 13.2.3 or be paid in cash at the option of the district.
- 14.2.6 The rate at which vacation is paid shall be the employee's current rate. An employee

whose vacation is earned and begun under a given status shall suffer no loss of earned vacation salary by reason of subsequent changes in conditions of employment.

- 14.2.7 Upon separation from the service, employees shall be paid for their accumulated vacation credit at the rate of pay applicable to their last regular assignment.

14.3 PAID SICK LEAVE

- 14.3.1 Definition: Sick leave is granted because of personal illness or injury to an employee who is in paid status immediately prior to commencement of said leave under this article.

- 14.3.2 Length of Leave: Leave shall be granted at the rate of one day for each month of paid services on an unlimited accumulated basis for a regular classified employee (probationary and permanent). An employee's accumulated sick leave shall be adjusted if a change of assignment alters the amount of sick leave earnable.

- 14.3.3 Sick leave may be taken at any time except that employees in a probationary status may use only six days of paid sick leave during their initial probationary period.

- 14.3.4 Pay for any day of sick leave shall be the same pay the employee would have received if he had worked that day.

- 14.3.5 Compensation: The employee shall receive full salary for that period of absence covered by current and accumulated sick leave benefits. Employees shall receive difference pay as entitled by statute.

Part-time employees shall earn sick leave time and be paid benefits in proportion to service rendered.

The employee employed late or resigning early shall have sick leave prorated in proportion to service period rendered.

- 14.3.6 Effect on Benefits: Time spent on paid sick leave shall count towards salary advancement. Time spent on sick leave with or without pay for a probationary employee shall not count as service toward permanency.
- 14.3.7 In order to receive compensation while absent on sick leave, the employee must notify his supervisor of his absence as soon as possible, but no later than one hour prior to the start of the workday unless conditions make notification impossible. The classified bargaining unit member shall call in daily unless a doctor's note has specified the inclusive dates of illness or injury.
- 14.3.8 At least one day prior to his expected return to work, the employee shall notify his supervisor in order that any substitute employees may be released. If the employee fails to notify his supervisor, and both the employee and the substitute report, the substitute is entitled to the assignment and the employee shall not receive pay for that day.
- 14.3.9 Special Conditions: Under the provisions of this article, the illness, injury, or incapacity must be of such character as to require absence from duty during the period of sick leave claim. The Board reserves the right to demand proof of illness or injury from any employee to whom sick leave benefits have been extended. Following any period of absence due to illness, a doctor's statement may be required (and in all cases after an absence of five (5) working days). A verification of the extent of illness through a physical examination of the employee by a district appointed physician may

be required.

- 14.3.10 An employee who has been placed on paid or unpaid sick leave may return to duty at any time during the leave, provided that he is able to resume the assigned duties and, if the leave has been for more than 20 working days, provided that he has notified the district of his return at least three working days in advance.
- 14.3.11 After exhaustion of paid sick leave, an employee who is ill or injured shall use all accumulated vacation, compensatory time, and difference pay prior to being placed on an unpaid leave of absence.
- 14.3.12 If at the conclusion of all sick leave and additional leave, paid or unpaid granted under this article, the employee is still unable to assume the duties of his position, he will be placed on a reemployment list for a period of 39 months in the same manner as if he were laid off for lack of work or lack of funds.

14.4 TEMPORARY DISABILITY DUE TO PREGNANCY

- 14.4.1 Definition: Temporary disability leave is granted to an employee who is in paid status immediately prior to commencement of said leave under this article. Temporary disability leave caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for all job-related purposes, temporary disabilities and shall be treated as sick leave. Such leave shall not be used for childcare, child rearing, or preparation for child bearing, but shall be limited to those disabilities as set forth above.
- 14.4.2 Length of Leave: Leave may be granted at the rate of one day for each month of paid service on an unlimited accumulated basis. The employee who has used all of her current, cumulative, and sick leave with partial pay, and is still unable to return to service shall be placed on illness leave without pay.
- 14.4.3 Compensation: The employee shall receive full salary for that period of absence covered by current and accumulated sick leave benefits. An employee shall receive difference pay as entitled by statute. Part time employees shall earn sick leave and be paid benefits in proportion to service rendered.

The employee employed late or resigning early shall have temporary disability time prorated in proportion to service period rendered.
- 14.4.4 Effect on Benefits: Time spent on temporary disability leave shall count towards salary advancement.

Time spent on temporary disability with or without pay for a probationary employee shall not count as service toward permanency.
- 14.4.5 Request Procedure: An employee making a temporary disability request due to pregnancy shall submit to the school or department head a physician's statement on an approved district form indicating commencement of disability and confinement date within 30 days prior to such date. The request will be forwarded to the personnel office for review and recommended action.
- 14.4.6 Return to District Service: An employee returning from temporary disability leave shall file a written request for reinstatement from leave accompanied by physician's written release on an approved district form indicating ability to return to full-time service. These forms shall be filed at least ten (10) days prior to beginning service.

- 14.4.7 If at the conclusion of all temporary disability leave and additional leave, paid or unpaid granted under this article, the employee is still unable to assume the duties of her position, she will be placed on a reemployment list for a period of 39 months in the same manner as if she were laid off for lack of work or lack of funds.

14.5 INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE

- 14.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted in accordance with the provisions of the Education Code and this article.
- 14.5.2 An employee in the classified service who is absent from duty because of an illness or injury defined as an industrial accident or industrial illness under provisions of the worker's compensation fund shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from worker's compensation fund provided that:
- 14.5.2.1 He has permanent status.
- 14.5.2.2 The superintendent or his designated representative has determined that the illness or injury was directly related to the performance of his duties or, if contested by the district, it is ultimately determined to be work connected.
- 14.5.3 Paid industrial accident leave shall be granted as indicated in the employee's assignment from the first day of absence to and including the last day of absence resulting from each separate industrial illness or industrial accident. A paid industrial accident leave granted under paragraph 13.5.2.1 shall be for not more than 70 working days.
- 14.5.4 Paid industrial accident leave shall be reduced by one day for each day of authorized absence regardless of the temporary disability allowance made under worker's compensation fund. Days absent while on paid industrial accident leave shall not be deducted from the number of days of paid illness leave to which an employee may be entitled.
- 14.5.5 If the employee is still unable to return to duty after exhausting paid industrial accident leave, the employee shall be placed on paid sick leave if he is eligible therefore. Accumulated sick leave will be reduced only in the amount necessary to provide a full day's wages or salary, as indicated in the employee's assignment, when added to compensation without penalties from the Worker's Compensation Fund.
- 14.5.6 After all paid sick leave has been exhausted following a paid industrial accident leave, an employee may choose to receive pay from accrued vacation to the extent necessary to make up the employee's regular salary when receiving a temporary disability allowance without penalties from the Worker's Compensation Fund.
- After the expiration of all paid sick leave privileges, the Board may place the employee on an industrial accident leave without pay. The total time of all leave benefits, provided under this article including unpaid industrial accident leave, shall not exceed 36 months for any one industrial accident or industrial illness.
- 14.5.7 Upon return to service from any paid or unpaid leave resulting from an industrial accident or industrial illness, an employee shall be assigned to a position in his former class ahead of any employee with a lesser amount of seniority. If no vacancy exists in his former class, he may displace the most recently appointed employee in the class with less seniority. If an employee's former class has ceased to exist, the employee may be reassigned or placed on a suitable reemployment list.

- 14.5.8 An employee returning from such paid or unpaid leave of absence shall not have any loss or gain in status or benefits other than that which is specifically provided in applicable provisions of the Education Code and this article. An employee shall continue to receive seniority credit for all purposes while on such a paid or unpaid leave of absence.
- 14.5.9 When all paid or unpaid leaves of absence have been exhausted following an industrial accident or industrial illness, the employee's name shall be placed on the reemployment list for the class from which he was on leave for a period not to exceed 39 months.
- 14.5.10 An employee who fails to accept an appropriate assignment after being medically approved shall be removed from the reemployment list. Appropriate assignment is defined as an assignment to the employee's former class, in his former status and time basis, and in assignment areas in which the employee has made himself available.
- 14.5.11 While an employee is on any paid leave resulting from an industrial accident or industrial illness, the employee's salary paid by the district shall not, when added to a normal temporary disability allowance award without penalties granted the employee under State Worker's Compensation Insurance laws, exceed the employee's regular salary. A permanent employee's regular salary is computed on the basis of the number of hours and days in his basic daily assignment. An employee who is not permanent shall have his regular salary computed on the basis of the average number of hours worked each month in which the employee was in paid status during the preceding year. An employee who received a shift or other salary differential shall lose the advantage of the differential after 10 consecutive days of paid industrial accident leave for any one accident or illness.

During all paid leaves resulting from an industrial accident or industrial illness, the employee shall endorse to the district all wage-loss benefit checks received under State Worker's Compensation Insurance laws.

The district shall issue to the employee appropriate warrants for payment of wages, loss of benefits, salary, and/or leave benefits and shall deduct normal retirement and other authorized contributions.

Final allowance for permanent industrial disability settlements shall not be subject to remittance to the district under this article.

14.6 BEREAVEMENT LEAVE

- 14.6.1 Probationary, permanent, and provisional employees in the classified service shall be allowed regular pay for not more than three working days when absent because of the death of any member of his immediate family. Bereavement leave with pay shall be extended to a maximum of five days when an employee is required to travel a distance (one-way) greater than 300 miles or out of state and travel is necessary in connection with the bereavement.

- 14.6.2 Members of immediate family means:

Mother (Stepmother)	Son-in-law of employee
Father (Stepfather)	Daughter-in-law of employee
Mother-in-law	Brother-in-law
Father-in-law	Sister-in-law
Husband	Grandchild of employee/spouse

Wife	Grandmother of employee/spouse
Son (Stepson)	Grandfather of employee/spouse
Daughter (Stepdaughter)	Legal Guardian of employee
Brother	Foster Children
Sister	Registered Domestic Partner

14.6.3 The superintendent or his designee shall have the discretion to grant bereavement leave to an employee for persons other than those of his immediate family when unusual circumstances exist.

14.7 JURY DUTY AND WITNESS LEAVE

14.7.1 Leave of absence for jury service shall be granted to any classified employee who has been officially summoned to jury duty in local, state, or federal court. Leave shall be granted for the period of the jury service. The employee shall receive full pay while on leave provided that the jury service fee for such leave is assigned to and the subpoena or court certification is filed with the district. Request for jury service leave should be made by presenting the official court summons to jury service to the human resources office.

14.7.2 Leave of absence to serve as a witness in a court case shall be granted an employee when he has been served a subpoena to appear as a witness, not as the litigant in the case. The length of the leave granted shall be for the number of days in attendance in court as certified by the clerk or other authorized officer of the court. The employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to and the subpoena or court certification is filed with the school district. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the human resources office.

14.7.3 The jury service fee and witness fee referred to in 13.7.1 and 13.7.2, respectively, do not include reimbursement for transportation expenses.

14.7.4 An employee who has received leave of absence under this article shall make himself available for work on days when his presence is not required in court.

14.7.5 Any day during which any employee in the bargaining unit whose regular assigned shift commences at 4 p.m. or after, and who is required to serve all or any part of the day on jury duty shall be relieved from work with pay.

14.8 ABSENCE FOR EXAMINATION AND/OR INTERVIEW

14.8.1 Every employee in the classified service shall be permitted to be absent from his duties during working hours in order to take any examination for promotion in the district without deduction of pay or other penalty, provided that he gives two days notice to his immediate supervisor. The same provisions shall apply true for an employee who is to be interviewed for a transfer, promotion or other interview to be held in connection with their employment.

14.9 LEAVE OF ABSENCE WITHOUT PAY

14.9.1 Types of Leave:

- | | | |
|--------------|-------------|--------------|
| 1. Illness | 3. Military | 5. Childcare |
| 2. Maternity | 4. Personal | |

A leave of absence without pay may be granted to a classified employee, upon the

written request of the employee and the approval of the superintendent or his designee subject to the following provisions:

14.9.2 Application for Leave of Absence

14.9.2.1 Illness Leave: Upon presentation of a doctor's certificate an employee may request a leave of absence for health reasons. If the leave is granted, it will be no longer in duration time than six (6) calendar months. If, at the expiration of the six calendar months, the employee is still unable to return to the full, unrestricted duties of his position, he may be granted an additional six months leave. If at the end of this period of time, the employee is still not able to return to his position, without limitations or restrictions, he will be asked to resign in order that he may be protected for the 39 month rehire provision. If he should refuse to resign, he will be terminated and lose his right to be rehired.

14.9.2.2 Maternity Leave: A leave of absence for maternity shall be for a period of not more than nine (9) months. As soon as pregnancy is known, the employee is required to place a doctor's certificate on file with the Human Resources office certifying the fact that the employee is in good health and able to continue work. Prior to returning from such leave, the employee must file a doctor's certificate with the Human Resources office verifying the employee's good health and ability to resume the duties of the position.

14.9.2.3 Military Leave: A leave of absence for military service shall be granted as provided in the Military and Veteran's Code and Education Code.

14.9.2.4 Personal Leave: An employee may request a leave of absence for personal reasons not to exceed thirty (30) calendar days. When extenuating circumstances prevail, the superintendent or his designee may grant additional days to the personal leave.

14.9.2.5 Childcare Leave

14.9.2.5.1 Definition: A childcare leave may be granted to enable an employee to be absent from duty because of the need to provide care for their child.

14.9.2.5.2 Length of Leave: A childcare leave shall be for a maximum period of one calendar year.

14.9.2.5.3 Effect on Benefits: Time spent on childcare leave shall not count as service in determining eligibility for other types of leave, salary adjustment, or retirement.

14.9.2.5.4 Request Procedures: Employee shall file a written Request for Leave of Absence with the school principal or division/department head using a district supplied form. The request form will be forwarded to the human resources office for review, recommended action, and presentation to the superintendent and Board of Education.

14.9.2.5.5 Return to District Service: When anticipating return from a one-year leave, the employee must file a written request for reinstatement with the human resources office sixty (60) days prior to requested return.

14.9.3 Return from Illness, Maternity, Military, Personal or Childcare Leave.

14.9.3.1 An employee must give notification of at least ten (10) calendar days prior to the expiration of the leave that he is returning to active service. At the discretion of the superintendent or his designee this time may be reduced.

14.9.3.2 An employee may be assigned to the same position or a vacant position in the same class. Return to the same position requires prior approval before the leave of absence is granted, and only then if the leave of absence is for less than six (6) calendar months or less than one year for a maternity leave. An employee returning from the military service will be placed in his prior position as provided by law.

14.9.3.3 An employee returning from a leave of absence who has not met the provisions of 13.9.3.2 of this section will be assigned to a vacant position in the class in which he holds status. If no vacant position is available, he may return to a vacant position in a class at a lower salary level provided that he is qualified. However, he will be eligible for 39 months to be considered for any vacant position in his former class.

14.9.3.4 If the position or classification has been abolished during the employee's absence, he shall be laid off for lack of work or lack of funds and placed on the reemployment list for the class, effective the date of termination of leave. He may be returned to a vacant position in a class at the same or lower salary level provided he is qualified.

14.9.4 Liability of District

The school district shall be free of any liability for payment of any compensation or damages now or hereafter provided by law for the death or injury of any employee of the district when the death or injury occurs while the employee is on a leave of absence without pay.

14.9.5 Employment While on Leave

An employee while on a leave of absence shall not accept other gainful employment with another employer (except ordered military service) unless previously approved by the human resources office.

14.9.6 The Board of Education may, for good cause, cancel any leave of absence by giving the absent employee due notification.

14.9.7 An employee may make a written request to the Board of Education to return to work prior to the expiration date of the leave. The Board of Education may approve or reject the request.

14.9.8 Failure to report for duty within three working days after a leave has been canceled or expires shall be considered abandonment of position and the employee may be terminated by the Board of Education.

14.10 LEAVE TO SERVE IN AN EXEMPT, TEMPORARY, OR LIMITED TERM POSITION

14.10.1 Any permanent classified employee who accepts an assignment within the district to an exempt, provisional, or limited-term position shall, during such assignment, be considered for status purposes as serving in his regular position, and such assignment

shall not be considered separation from service.

- 14.10.2 The employee may, with the approval of the district, voluntarily return to his position or a position in the class of his permanent status prior to the completion of service in an exempt, provisional, or limited-term position. Failure to complete the required service, unless approved as specified herein, will constitute abandonment of position and may be grounds for disciplinary action by the Board of Education.

14.11 LEAVE OF ABSENCE FOR STUDY

- 14.11.1 Every regular classified employee who has completed seven consecutive years of service in regular status with the district shall be eligible to apply for a leave of absence for study purposes. The granting of such leave shall be entirely discretionary with the Board of Education. When a study leave has been authorized and taken, an additional seven years of service, after return to duty from the last leave, must be completed before another study leave may be granted.
- 14.11.2 Study leave can be for any period of time not to exceed one year and may be taken in any time increments as approved by the Board of Education, but must be completed within three years after the initial part of the leave was commenced. If the leave is not continuous, the service performed between the leave intervals shall be credited toward future study/leave eligibility.
- 14.11.3 Any leave granted and taken under this rule shall not constitute a break in service for any purpose, but the leave time shall not count toward eligibility for a future study leave.
- 14.11.4 The employee must file an application with the Board of Education for a leave of absence under this rule and must outline:
 - 14.11.4.1 His work history with the district (e.g., positions held and length of service in each).
 - 14.11.4.2 Length of leave requested and time period in which the leave will be completed if granted.
 - 14.11.4.3 The purpose for which the leave is requested. The application must include the complete course of study to be pursued, institutions giving the course, costs involved, degree of credits to be granted, and other pertinent data.
 - 14.11.4.4 Amount of compensation requested while on leave.
 - 14.11.4.5 Service, if any, to be performed by the employee for the district during the leave.
 - 14.11.4.6 The benefits to be derived by the district by the granting of the leave.
 - 14.11.4.7 Willingness by the employee to provide a bond to the district as required by law.
 - 14.11.4.8 Agreement by the employee that he will serve the district for at least two years after termination of the leave.
 - 14.11.4.9 Willingness to provide the district evidence of satisfactory study progress at agreed intervals during the leave. Failure to provide such evidence or to make satisfactory progress may, at the option of the district, result in

cancellation of the leave.

14.11.4.10 Agreement by the employee that he will report any employment during the leave to the human resources office, who shall determine whether conflict exists with the purpose of the leave.

14.11.5 If a leave is granted under this article, the employee will be paid, as a minimum, the difference between what his salary or wage would have been had he not been on leave and the salary paid the substitute employee. In lieu of the minimum, the Board and employee may agree, in writing, to greater compensation. If the Board approves compensation greater than the minimum, it shall be not less than one-half of the employee's normal rate of compensation and not more than full compensation.

14.11.6 Compensation shall be paid as follows:

14.11.6.1 If the employee does not provide a bond as determined by the district or provide a written statement indicating that he will serve at least two years with the district upon return from leave, the agreed-to compensation shall be paid in two equal annual installments during the first two years of service to the district following return to duty after expiration of the leave.

14.11.6.2 If the employee provides the required bond, he will be paid monthly in accordance with the agreed-upon compensation in the same manner as if he were in active service with the district. If the employee fails to complete two years of service from the district following return from leave, except as provided below, he may be required to refund to the district a prorated portion of any compensation received while on leave.

14.11.6.3 If an employee has provided a bond and fails to complete the required two years of service because of his death or physical or mental disability, the bond or conditions of the agreement shall be exonerated in the same manner as if the required service had been performed.

14.12 LEAVE OF ABSENCE FOR RETRAINING

In the event that the Board of Education contemplates the abolition of positions in the classified service and creation of new positions because of automation, technological improvements, or for any other reason, it may provide for retraining of displaced employees in accordance with this article.

14.12.1 To be eligible for retraining leave, an employee must:

14.12.1.1 Have served at least three consecutive years in the district.

14.12.1.2 Be serving in a position which the district contemplates abolishing.

14.12.1.3 Show that the retraining will clearly benefit the district.

14.12.1.4 Indicate a willingness to undergo the prescribed training program.

14.12.1.5 Indicate a willingness to serve the district for at least two years after successful completion of the retraining program.

14.12.2 The Board of Education shall prescribe the retraining program and may provide the program internally or designate the institution or place where the program is to be given.

- 14.12.3 The employee shall be considered a permanent employee for all purposes during the period of the retraining program and shall receive his normal compensation and benefits. The Board may prescribe duties, if any, to be performed by the employee on behalf of the district during retraining leave.
- 14.12.4 The Board shall provide for reasonable expenses necessary for the prescribed retraining, but may recover costs from the employee if he fails to complete the prescribed retraining program.
- 14.12.5 The Board may establish retraining programs for purposes other than outlined in this article and grant leaves of absence for retraining in the same manner as for study leaves of absence, except that the three-year service requirement shall prevail. Such programs must be available to all qualified employees of the district, except that approval for such leave shall be discretionary with the Board.

14.13 PERSONAL NECESSITY LEAVE

14.13.1 Definition: A personal necessity leave is granted to enable an employee to absent himself from duty because of unavoidable situations. Such leave shall be granted according to Education Code provisions.

14.13.2 The employee shall not be required to secure advance permission for leave taken for any of the following reasons:

14.13.2.1 Death in the immediate family causing circumstances requiring absence beyond the bereavement allowance. Immediate family is defined to include:

Mother (Stepmother)	Son-in-law of employee
Father (Stepfather)	Daughter-in-law of employee
Mother-in-law	Brother-in-law
Father-in-law	Sister-in-law
Husband	Grandchild of employee/spouse
Wife	Grandmother of employee/spouse
Son (Stepson)	Grandfather of employee/spouse
Daughter (Stepdaughter)	Legal Guardian of employee
Brother	Foster Children
Sister	Registered Domestic Partner

Or any relative living in the immediate household of the employee.

14.13.2.2 Illness of an emergency nature in the immediate family. The employee may be asked to submit a physician's statement or other proof of illness as may be requested by the school principal or division supervisor.

14.13.2.3 Accident of an emergency nature involving the employee's person or property or that of the immediate family.

14.13.3 The employee may also use personal leave for the following reasons after having received advance permission from the Human Resources Office:

14.13.3.1 Court Appearance as a litigant or witness under official order. Attendance dates, other than subpoena date, under such order shall be certified by an authorized court official. Fees received shall be submitted to the payroll office.

- 14.13.3.2 Paternity Leave for the birth of an employee's child is limited to two days within a thirty (30) day period prior to or following the birth of his child.
- 14.13.3.3 Emergency Leave for attendance at the funeral of a close relative or friend.
- 14.13.3.4 Personal Business of an unforeseen and emergency nature and that does not involve payment for the employee's services.
- 14.13.3.5 Adoptive Parent Leave which necessitates legal adoption procedures during the normal working day or care for the child is limited to two days.
- 14.13.3.6 Personal Leave of two days be used by an employee to attend to matters which require the attention of the employee and which must be taken care of during the assigned hours of service provided that not more than five percent of the staff of any school or department may be granted a leave under this provision for the same day and that does not involve payment for the employee's services. The days taken off will be at the discretion of the district as to time.
- 14.13.3.7 Observance of a nationally recognized religious holiday other than those scheduled on the school calendar.

14.13.4 Requirements: Leave shall be drawn from sick leave benefits.

14.13.5 Length of Leave: Leave may be granted for a maximum of seven days and is non-accumulative. Such days shall be deducted from and may not exceed the number of seven leave days entitled to the employee. Normally, leave must be taken in increments of not less than one day unless substitutes are available to cover for a shorter period of time.

14.13.6 Effect on Benefits: Time spent on personal necessity leave shall count toward all benefits as though active service were rendered.

14.13.7 Request Procedure: The employee shall make oral request to the school principal or division supervisor and shall file an Absence Affidavit with the Human Resources Office.

14.13.8 Return to District Service: Employees shall notify the principal or division supervisor as to expected date of return and file a signed Absence Affidavit with the human resources office within five days if they were unable to submit one prior to the leave for those leaves that do not require advance permission.

14.13.9 Special Conditions: Personal necessity leave shall not be granted during other paid or unpaid leave or vacation. Absence in excess of seven days per year for accumulated sick leave must be taken as personal leave without pay.

14.14 Catastrophic Leave

14.14.1. Employees (or employee's immediate family) may request utilization of Catastrophic Leave by completing a Catastrophic Leave Request Form (1811-F) from the Human Resources Department. A doctor's statement shall be submitted with the Catastrophic Leave Request Form. The employee shall have exhausted all accrued paid leave. An employee may request Catastrophic Leave only once during a school year, and shall be limited to no more than twenty (20) duty days per year.

- 14.14.2 Employees may donate a portion of their sick leave to another employee who has run out of sick leave and who has a medical emergency. These donations may be made on an as needed basis.
- 14.14.3 The district will notify employees of an individual's need by way of inter-office memo to all classified employees.
- 14.14.4. Those employees desiring to donate such sick leave will notify Human Resources in writing by completing a Catastrophic Leave form (1811-E) as to the number of hours of sick leave they wish to donate.
- 14.14.5 To contribute to Catastrophic Leave, employees must have at least twenty (20) accrued paid sick leave days. Employees may pledge a maximum of five (5) sick leave days of their annual accrual.
- 14.14.6 Upon separation, CSEA employees who are not eligible to receive Public Employees' Retirement System (PERS) service credit may elect to donate, not more than 50% of their unused sick leave days to Catastrophic Leave.
- 14.14.7 To receive Catastrophic Leave, employees must have donated five (5) sick leave days within the previous three (3) year period.

14.15 Family School Partnership Act Leave

- 14.15.1 A permanent classified employee who is a parent, guardian, or grandparent with custody of one or more K-12 children shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attend(s) under the following circumstances:
- 14.15.2 The employee may elect to utilize existing vacation, personal leave, compensatory time, or time off without pay for this purpose. Absences shall be taken in units of at least two hours.
- 14.15.3 The employee shall give reasonable advance notice to his/her immediate supervisor of the planned absence.
- 14.15.4 The employee will complete the appropriate form following his/her participation in the event.

14.16 Family Care and Medical Leave

The district will comply with state and federal laws and regulations regarding medical leave, including but not limited to the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA). FMLA and CFRA shall be coordinated with other leaves available under this agreement as permitted by law. The 12-month period used to track Family and Medical Leave Act/California Family Rights Act entitlement will be based on a "rolling" 12- month period measured backward from the date the employee uses any Family and Medical Leave as described in this Section. Leave granted under this Section shall run concurrently with all other accrued paid leaves, including vacation.

- 14.16.1 Request Procedure: An employee shall request Family and Medical Leave in writing on the district application for Family and Medical Leave. The district application is available in the Human Resources office. Request for Family and Medical Leave must be submitted at least 30 days before the commencement date of

the leave. If the leave becomes necessary less than 30 days before its commencement, the employee shall provide such notice as soon as practicable.

In every case in which the necessity for the leave is foreseeable based on planned medical treatment or supervision, the employee shall make a reasonable effort to schedule the treatment or supervision to avoid disruption of district operations.

14.16.2 Return to District Service: Employees who take FMLA and/or CFRA for their own serious health condition shall present certification from their health care provider to the effect that they are able to resume work.

Employees returning from FMLA and/or CFRA will be reinstated in the same or a comparable position. The district may refuse to reinstate an employee returning from leave to the same or comparable position under the following circumstances:

- 14.16.2.1 The employee is hired for a specific project or term and the project or term is over.
- 14.16.2.2 The employee's position is eliminated while the employee is on leave and the employer would have laid off the employee if he or she was still working.
- 14.16.2.3 The employee cannot perform the essential functions of his/her position because of a physical or mental condition.

ARTICLE XV

Holidays

- 15.1 The district agrees to holiday benefits to all bargaining unit employees as described below:
- Independence Day
 - Labor Day
 - Veterans' Day
 - Thanksgiving Holidays (2 days)
 - Christmas Holidays (2 days)
 - New Year's Holidays (2 days)
 - Martin Luther King, Jr.'s Birthday
 - Lincoln's Birthday
 - Presidents' Day
 - Spring Break (When spring break is before Easter, the holiday will be the Friday before Easter. When spring break follows Easter, the holiday will be on the Monday following Easter)
 - Memorial Day
- 15.2 All regular classified employees will be entitled to payment for authorized holidays, provided that they were in a paid status during any portion of their regularly scheduled work day immediately preceding or succeeding the holiday.
- 15.3 In addition any holiday declared pursuant to Education Code 45203 or any holiday declared as a federal holiday, recognized by the State of California or a State holiday as declared by the governor or legislature shall be granted to regular classified employees.
- 15.4 Any unit member required to work on a day designated as a holiday pursuant to this article shall receive in addition to his/her holiday pay for such hours of work, pay at the rate of one and one-half times his/her regular base rate. Compensatory time may be taken at the same rate.
- 15.5 The district will provide three additional holidays during one of the weeks of the Winter Break. The district will determine the week during which the holidays will be given.

Article XVI

Safety

- 16.1 The district shall conform to and comply with all health, safety, and sanitation rules and regulations imposed by state or federal law or regulation adopted under state or federal law. In order to provide for employee safety, the district and employees shall comply with the Education Code, California Occupational Safety and Health Act, and Board of Education Policies 4119.11, "Prohibition Against Sexual Harassment by Employees," 5145.7, "Prohibition Against Sexual Harassment of or by Students," and 1311, "Civility Policy" in an attempt to ensure a place of employment which is harassment free and as safe as the nature of the employment duties reasonably permits.
- 16.2 It shall be the responsibility of the employee to report, in writing, on form #1115, a potentially unsafe or existent unsafe condition to his/her immediate supervisor. **Form #1115 shall be readily available at all sites in the Hacienda La Puente Unified School District. Annually, Form #1115 shall be provided in the Annual Employee Reminders. In addition, the process shall be reviewed annually with all administrators.**
- 16.3 No employee shall be in any way discriminated against as a result of reporting any condition believed to be a violation of this article. The employee shall first complete the report as outlined in 16.2.
- 16.4 The association/district safety committee shall meet quarterly to review health, safety, sanitation, and working conditions to insure compliance with this article.
- 16.5 The district and the association agree to establish a committee to work on expanding the safety rules and regulations for all HLPUSD worksites.
- 16.6 Safety Sensitive Classifications

The provisions of this article apply to employees whose duties include the driving of a commercial motor vehicle. Bargaining unit classifications with such duties include:

Bus Driver
Mechanic III

Employees hired or promoted on or after January 1, 2003, into the following classifications that drive a district vehicle will be subject to the provisions of this article:

Athletic P.E. Technician (Female)
Athletic P.E. Technician (Male)
Food Service Delivery Driver
Technology Service Technician
Dispatcher
Grounds Worker I
Grounds Worker II
Grounds Worker, Lead
HVAC Technician
Maintenance Carpenter
Maintenance Electrician
Maintenance Glazier
Maintenance Locksmith
Maintenance Painter

Maintenance Plumber
Maintenance Worker
Mechanic I
Mechanic II
Metal Worker
Pool Maintenance Worker
Sprinkler Repairer
Stock Delivery Worker
Warehouse Delivery Worker

All employees in all of the above classifications will be required to participate in a drug and alcohol education program.

- 16.6.1. Employees required to take tests for alcohol and controlled substances will be paid according to their regular pay status.
- 16.6.2 The parties agree to treat all results as confidential medical records.
- 16.6.3 CSEA officers may request to purchase time or use their negotiated release time or use personal time to attend the alcohol use and controlled substances training given to supervisors.
- 16.6.4 The District shall provide an opportunity for CSEA to meet and discuss the various providers prior to the expiration of the contract of the current providers. The opportunity to meet will be within reasonable time lines.
- 16.6.5 Drivers awaiting results from reasonable suspicion testing will be placed in non-safety sensitive functions pending the outcome of testing.
- 16.6.6 Persons awaiting test results may apply for leaves as provided in the negotiated agreement.

16.7 Uniforms

16.7.1 Employees working in a number of classifications are exposed to working environments that require the employees to wear uniforms. These environments include conditions in which it is important for students, parents, school employees, and public safety officers to be able to readily identify the employees quickly and at a distance. In addition, some environments may expose employees to grease, solvents, paint, or other materials that are likely to stain or damage clothing. The district shall furnish uniforms to these employees, based on their classification, as needed to maintain a safe and secure work environment.

16.7.2 Each of the following classifications shall wear uniforms:

- A. Athletic PE Technician (Male & Female)
- B. Technology Service Technician
- C. Cafeteria Worker I & II
- D. Food Service Delivery Driver
- E. All Positions in:
 - (1) Custodial
 - (2) Labor/Craft/Trades
 - (3) Security
 - (4) Store Keeping/Warehouse

(5) Transportation (Supersedes Article 8.5)

- 16.7.3 Employees shall be furnished with a complete set of uniforms within 30 days of starting their employment in the classification. Each employee shall be issued no less than one uniform for each day of the week that is part of their regular job assignment. If the issued uniform requires special or separate laundering, the district shall provide such services in the manner it deems most efficient. A sufficient number of uniforms shall be issued to facilitate the cleaning process.
- 16.7.4 Employees working in the aforementioned classifications shall wear the assigned uniform during all working hours, unless authorized otherwise by the appropriate Director.
- 16.7.5 All employees working in Labor/Crafts/Trades and Storekeeping/Warehouse classifications, shall wear steel toed safety shoes. Upon request, each employee shall be issued a voucher in an amount up to \$120 for the purchase of those shoes each fiscal year. The voucher may be used at a district approved vendor for the purchase of any approved boot or shoe. Employees may select boots or shoes costing more than \$120 if they choose to pay the additional amount from their own personal funds.
- 16.7.6 In order to provide a safe working environment and to comply with applicable safety regulations, the district may upgrade, replace or implement safety devices and equipment as needed. The use of new and developing technologies shall be used to support student achievement, increase work place efficiencies, and improve safety.

Article XVII

Concerted Activities

- 17.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the district by the association, or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activities. The district agrees that it shall not engage in a lockout of bargaining unit employees.
- 17.2 To this end, the association recognizes the duty and obligation of its representatives to comply with the provisions of this agreement and to make strong continuing effort toward ensuring all employees to comply. In the event of a strike, work stoppage, slow-down, or other interference with the operations of the district by employees who are represented by the association, the association agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 17.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the Board.

Article XVIII

Effect of Agreement

- 18.1 This agreement shall supersede all policies, directives, or practices of the Board which are direct conflict with this agreement during the term of this agreement.

Article XIX

Conclusiveness of Agreement

- 19.1 During the term of this agreement, both parties expressly waive and relinquish the right to meet and negotiate, except by mutual consent of both parties, with respect to any subject or matter referred to or covered in this agreement, unless the right to negotiate or renegotiate is specifically granted elsewhere in this contract.

Article XX

Personnel Commission Rules and Regulations

- 20.1 The Board and association agree to abide by the provisions of Education Code Sections 45260 and 45261 for the duration of the agreement.
- 20.2 In the event, within the duration of the agreement, the merit system is terminated in the Hacienda La Puente Unified School District and the Personnel Commission abolished, the Board and association shall agree to meet within thirty (30) days for the purpose of negotiating which Personnel Commission rules and regulations should be included in this agreement.

Article XXI

Performance Evaluations

Performance evaluations are designed and intended to provide an objective determination of employee skills, ability, performance and work behavior. The employee's overall performance should be considered and evaluated in conjunction with the requirements of their job description and duties.

21.1 WHEN EVALUATIONS ARE TO BE MADE

All regular classified employees shall be evaluated in accordance with the following schedule:

21.1.1 Probationary employees and promoted employees still on probation: At least by the end of their third month and at least by the end of their fifth month.

21.1.2 Permanent employees: At least once each year, no later than April 30.

21.2 WHO MAKES EVALUATIONS

Each immediate supervisor under whom a permanent employee has served for 60 working days or more during the rating period shall provide a performance evaluation, even though the employee may have left his/her control.

21.3 PROCEDURE TO BE FOLLOWED

21.3.1 Performance evaluation reports shall be made on adopted forms (#1830) and shall be prepared by the employee's immediate supervisor if possible. The form shall be reviewed and signed by the next higher supervisor, if the overall evaluation is unsatisfactory. Any conduct not directly observed by the evaluator will be investigated first by the evaluator before being placed in the evaluation. Information of a derogatory nature shall not be used on the employee's evaluation unless previously presented in writing. Any negative evaluation shall include a specific recommendation for improvement.

21.3.2 The immediate supervisor or next higher level supervisor shall present the performance evaluation report to the employee and shall discuss it with him/her. The evaluation form shall be signed by the employee to indicate receipt, and he/she shall be given a signed copy. If the employee is unavailable to receive and discuss the annual evaluation, time tables will be considered met when a copy of the evaluation is mailed to the employee's mailing address by April 30. Upon the employee's return to duty, the supervisor shall schedule a meeting to discuss the evaluation with the employee.

21.3.3 Performance evaluation reports shall be filed in the employee's personnel records and shall be available for review in connection with promotional examinations and disciplinary actions. All personnel files shall be kept in confidence and shall be available for inspection only to other employees of the district when actually necessary in the proper administration of the district affairs or the supervision of the employee.

21.3.4 If a permanent employee should receive an evaluation with any rating which is unsatisfactory, he/she shall be given a written improvement plan along with the evaluation which shall be effective immediately if the employee is available. If the employee is not available it shall be effective upon the first available time.

The improvement plan, in conjunction with a conference with the employee, will provide guidance to the employee in order to assist him/her in correcting any deficiencies and improving performance.

Within thirty (30) to sixty (60) working days of the effective date of the performance improvement plan, the employee shall be issued a new performance evaluation. Said evaluation shall be attached to the original evaluation and shall fall under the provisions of **21.3.3**.

21.4 APPEALS

The employee may appeal through the grievance procedure if he/she received an unsatisfactory on the evaluation. The grievance may deal with violation of agreed to procedures or allege that the content is arbitrary, capricious, or discriminatory.

21.5 SPECIAL EVALUATIONS

A supervisor may issue to an employee a Notice of Outstanding Service or a Notice of Unsatisfactory Service at any time. Such notices shall be made on prescribed forms and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the employee. The immediate supervisor or the next higher supervisor shall present the special evaluation to the employee and discuss it with him/her. A copy of such notice shall be placed in the employee's personnel file.

Article XXII

Work Periods and Overtime

22.1 WORKDAY AND WORK WEEK

22.1.1 The maximum number of hours of regular employment of an employee is eight hours a day and 40 hours a week. However, the Governing Board may employ persons for lesser periods of time and may, through authorized administrators, order and authorize employees to work in excess of eight hours in one day or 40 hours in one week.

22.1.2 All employees working more than four and one-half consecutive hours per day shall be entitled to an unpaid, uninterrupted one-half hour lunch period. All employees required to work during their lunch period shall receive overtime pay for all time worked during the normal lunch period.

All employees working four consecutive hours per day shall be entitled to a paid, uninterrupted fifteen-minute rest period per each consecutive four-hour work period per day.

22.2 OVERTIME DEFINED

22.2.1 Overtime is ordered and authorized working time in excess of eight hours in one day or 40 hours in one week. No one shall order or authorize overtime unless it is compensable as provided below. Overtime of less than eight minutes shall not be credited; all overtime shall be reported and credited in multiples of fifteen minutes of working time.

22.2.2 Overtime must be authorized prior to being performed by any employee. It is the responsibility of an employee to notify his immediate supervisor that in order to complete work assigned it will require that overtime will be necessary to complete assigned task in the time.

22.2.3 Under no circumstances will any employee work overtime unless they have received prior approval from the proper supervisor. It must be clearly understood by all employees that any claim for overtime will be rejected unless prior notice has been given and/or proper authorization has been received by the employee from the proper supervisor.

22.2.4 Overtime shall be distributed as equally as possible among qualified bargaining unit employees within a classification at the work site on a rotating basis starting with the most senior employee.

22.3 COMPENSATION FOR OVERTIME

22.3.1 A regular employee who works authorized overtime shall be paid at a rate equal to one and one-half times the amount of overtime worked. He shall be paid at one and one-half times his regular rate of pay for the overtime worked or receive compensatory time off at a rate equal to one and one-half times the amount of overtime worked.

22.3.2 All properly authorized overtime shall be submitted on the proper Overtime Time Sheet and signed by the proper authorized supervisor.

22.4 SHIFT DIFFERENTIAL

It is agreed that any employee whose work schedule consists of a majority of work hours that begin after 6:00 p.m. shall be required to work only a seven and one-half (7 1/2) hour work day, but shall be paid for eight (8) work hours.

22.5 TOOLS

The district will provide necessary tools. No stipend will be provided.

22.6 ALTERED WORK SCHEDULE (Summer and Non-Student Periods)

During the summer months, employees working at K-12 school sites (except custodians), the Instructional Services Center (ISC), the Student Services Center (SSC), and the Gale Avenue District Offices (except Facilities) shall work an altered work schedule. These sites shall work a Monday – Thursday schedule, with closure on Fridays (with the exception of the week of July 4th). Full time eleven (11) and twelve (12) month employees shall work ten (10) hours a day, four (4) days a week. Part time eleven (11) and twelve (12) month employees shall have their work hours calculated on a four (4) day work week. Summer hourly part time employees shall work four (4) days a week in accordance with their summer notice of employment. The district shall determine the start and end dates of the altered work schedule annually. The altered work week schedule shall in no way negatively impact vacation, sick leave or retirement time.

CSEA and the District agree that changes in Facilities (Maintenance, Operations, Custodial and Grounds), work hours during summer and non-student periods are effective for both parties. Summer and non-student period work hours for Maintenance, Operations, Custodial and Grounds, shall be established by the Shared Decision Making Committee, subject to the approval of the Director of Facilities and CSEA. The Chapter President shall designate a representative from Facilities to serve on the Facilities Shared Decision Making Committee.

This section of the agreement supersedes all previous MOUs on *Altered Work Week* and/or *Altered Work Schedules During Non-Student Periods*.

22.7 **Summer Assignments**

22.7.1 The District shall establish positions and assign personnel to Summer and other recess appointments in accordance with Education Code Section 45102 and Personnel Commission Rule 7.3.2.

SCHEDULES/FORMS

1. Job Classification and Salary Schedules
2. CSEA Dues/Service Fee Schedule
3. Catastrophic Leave Form (Donation) (#1811-E)
4. Catastrophic Leave Form (Request) (#1811-F)
5. Evaluation Form (#1830)
6. Family School Partnership Act Leave Form (#1811-G)
7. Transfer and/or Change in Assignment Form (#1806)
8. Travel Expense Form (#1020)
9. Vacation Request Form (#1820)
10. Unsafe and/or Unhealthful Conditions (#1115)
11. Absence Affidavit (#1113 - C)
12. Classified Request for Change of Hours Form (#1806 - A)

ASSOCIATION DUES/REPRESENTATIONAL
SERVICE FEE SCHEDULE

Effective October 1, 1997

The Association Dues/Representational Service Fee is 1.5% of the gross salary of an employee in the classified bargaining unit.

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
Bargaining Unit Classifications/Salary Ranges

CLASSIFICATION	Salary Range	CLASSIFICATION	Salary Range
ACCOUNTING/FISCAL			
Accounting Technician	24	AIDES/ATTENDANTS	
Accounting Technician, Senior	28	Instr Aide Optical	15
ASB Secretary	20	Instr Aide Pet Groomer	15
Billing Clerk	19	Instr Aide Refrig/AC/Elect Appl Repairer	15
Budget Technician	24	Instr Aide I Special Education	15
Budget Technician, Senior	28	Instr Aide I Special Education/Bilingual	16
Bookkeeper	29	Instr Aide II Special Education	18
Buyer	32	Instr Aide II Special Education/Bilingual	19
Financial Aide Technician	24	Instr Aide Speech & Language	18
Payroll Technician	24	Instr Aide Welding	15
Payroll Technician, Senior	28	Instructional Material Attendant	15
Program Budget Clerk	19	Intervention Assistant	15
Purchasing Technician	24	Language Assessment Technician	17
Purchasing Technician, Senior	28	Language Assessment Technician, Lead	18
		Liaison, Dropout Prevention	17
		Liaison, Parent Involvement	18
		Liaison, School Community	17
		Liaison, Special Education	17
		Media Center Aide	12
		Primary Intervention Child Aide	15
		Rehabilitation Program Assistant	15
		Restroom Attendant	4
		Speech Language Pathology Assistant	32
		CLERICAL/SECRETARIAL	
		Adult Bilingual Clerk	14
		Attendance Clerk	19
		Career Guidance Technician	16
		Correctional Clerk	16
		Correctional Clerk Typist III	20
		Correctional Delivery Clerk	19
		Correctional Program Assistant	15
		Correctional Records Technician	19
AIDES/ATTENDANTS			
Athletic Equipment Attendant	19		
Athletic Equipment Manager	21		
Child Development Technician	10		
Discrete Trial Program Assistant	20		
Instr Aide Auto Mechanics	15		
Instr Aide Classroom	13		
Instr Aide Classroom/Bil	14		
Instr Aide Computer Lab	14		
Instr Aide Data Processing	15		
Instr Aide Electronics	15		
Instr Aide Health Programs	15		
Instr Aide Hearing Impaired	14		
Instr Aide Instrumental Music	15		
Instr Aide Machine Shop	15		
Instr Aide Mobile Classroom	13		

*B RATE (Range 23) IF FULLY CERTIFIED TO DRIVE ALL SCHOOL BUSES

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
Bargaining Unit Classifications/Salary Ranges

CLASSIFICATION	Salary Range	CLASSIFICATION	Salary Range
<u>CLERICAL/SECRETARIAL (continued)</u>		<u>LABOR/CRAFTS/TRADES</u>	
Instructional Media Clerk	20	Mechanic II	25
Media Center Clerk	19	Mechanic III	32
Office Assistant	16	Metal Worker	32
Office Assistant, Senior	20	Painter	32
Records Technician	20	Plumber	32
Registrar	20	Sprinkler Repairer	25
School Office Manager	24	Worker I	21
Secretary I	20	Worker II	25
Word Processing Operator	20		
<u>CUSTODIAN</u>		<u>PERSONNEL COMMISSION</u>	
Custodian I	15	Commission Secretary	28
Custodian II	19	Personnel Assistant	28
Custodian, Lead	22	Personnel Technician	20
		Associate Personnel Analyst	40
<u>FOOD SERVICES</u>			
Cafeteria Worker I	5	<u>SECURITY</u>	
Cafeteria Worker II	7	Campus Security Officer	15
Food Services Clerk	16		
		<u>WAREHOUSE</u>	
<u>LABOR/CRAFTS/TRADES</u>		Stock/Delivery Worker	20
Digital Systems Printer/Operator	22	Warehouse Delivery Worker	22
Grounds Worker I	19		
Grounds Worker II	21	<u>TRANSPORTATION</u>	
Grounds Worker, Lead	29	*Bus Driver	22/23
Heating & A/C Repairer	32	Dispatcher	25
Maintenance:		<u>MISCELLANEOUS</u>	
Carpenter	32	Correctional Placement Specialist	40
Electrician	32	Employment Developer	24
Glazier	32	Family Services Specialist	19
Locksmith	32	Health Services Assistant	16
Mechanic I	21	Interpreter for the Hearing Impaired	29
		Occupational Therapist	45

*B RATE (Range 23) IF FULLY CERTIFIED TO DRIVE ALL SCHOOL BUSES

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
 Bargaining Unit Classifications/Salary Ranges

CLASSIFICATION	Salary Range
<u>MISCELLANEOUS (continued)</u>	
Piano Accompanist	25
Video Technician	30
Work Evaluation	21

NETWORKS & COMPUTER SERVICES	
Computer Operator	26
Computer Trainer/Help Desk Operator	26
Micro Systems Program Analyst	48
Software Engineer	50
Technology Service Technician	32
Web Developer	50

<u>RESTRICTED POSITIONS</u>	
Instr Aide-Sewing	11
Jig & Fixture Maker	12
Personal Computer Operator	12
Timekeeper	12
Utility Worker	10

*B RATE (Range 23) IF FULLY CERTIFIED TO DRIVE ALL SCHOOL BUSES

Hacienda La Puente Unified School District
Classified Monthly (1)

Current Salary Chart Values
5% Increase 2014

Range	step1	step2	step3	step4	step5	step6	Range Total		
001	1677.80	1773.66	1873.10	1974.95	2085.51	2200.17			
002	1719.90	1816.40	1919.93	2023.45	2136.33	2255.72			
003	1766.10	1861.96	1963.82	2072.60	2186.73	2308.32			
004	1808.20	1910.58	2015.90	2122.37	2241.64	2364.50			
005	1850.94	1957.41	2067.35	2182.01	2301.92	2428.34			
006	1898.93	2003.61	2117.12	2232.93	2358.09	2489.13			
007	1947.44	2055.69	2170.35	2294.88	2413.11	2544.68			
008	1995.95	2104.83	2225.27	2348.75	2475.69	2611.35			
009	2046.24	2158.07	2276.19	2404.29	2540.05	2678.13			
010	2093.70	2211.30	2334.15	2463.41	2600.85	2744.18			
011	2146.93	2267.37	2390.85	2527.14	2665.22	2812.01			
012	2204.79	2324.70	2454.06	2588.57	2733.05	2885.72			
013	2256.87	2381.51	2513.07	2655.24	2799.20	2955.33			
014	2309.58	2442.93	2578.59	2718.97	2872.28	3032.61			
015	2370.38	2502.05	2641.28	2788.70	2938.43	3102.75			
016	2432.43	2562.84	2710.78	2858.84	3017.91	3185.80			
017	2490.28	2627.20	2777.57	2930.24	3095.19	3264.24			
018	2552.87	2690.31	2844.77	3004.47	3172.37	3346.14			
019	2616.08	2757.09	2915.53	3076.40	3247.23	3425.73			
020	2680.97	2829.02	2986.93	3154.30	3331.55	3513.41			
021	2747.12	2900.42	3062.43	3234.42	3409.88	3598.25			
022	2812.01	2971.71	3143.18	3312.23	3499.44	3693.06			
023	2889.81	3047.84	3216.88	3397.59	3584.18	3783.68			
024	2962.37	3122.70	3298.16	3477.81	3678.99	3881.95			
025	3031.98	3201.66	3380.05	3569.05	3766.14	3973.20			
026	3108.63	3283.56	3463.74	3655.58	3863.90	4075.05			
027	3184.13	3363.68	3549.74	3748.61	3958.08	4174.48			
028	3268.34	3449.15	3640.98	3843.42	4055.10	4278.65			
029	3346.14	3533.36	3728.13	3936.35	4160.41	4390.37			
030	3428.67	3620.51	3820.01	4038.20	4259.85	4493.89			
031	3518.13	3715.85	3915.35	4136.48	4369.89	4612.02			
032	3602.34	3808.88	4021.18	4243.47	4480.98	4727.31			
033	3692.43	3903.59	4117.78	4348.26	4592.18	4844.91			
034	3786.09	3998.40	4222.99	4456.41	4708.62	4964.82			
035	3881.43	4096.68	4326.53	4567.61	4819.19	5083.57			
036	3977.30	4201.37	4435.41	4681.64	4946.66	5217.56			
037	4077.99	4305.53	4543.03	4799.87	5066.57	5345.03			
038	4176.80	4410.21	4660.01	4918.62	5193.51	5480.16			
039	4284.42	4525.50	4773.51	5040.84	5323.39	5617.61			
040	4391.52	4633.13	4898.14	5168.41	5457.90	5758.62			
041	4502.61	4751.25	5018.06	5299.46	5590.20	5897.85			
042	4618.53	4870.64	5144.37	5431.02	5729.96	6045.27			
043	4730.78	4991.70	5271.32	5566.16	5872.76	6196.78			
044	4846.59	5120.43	5405.30	5706.02	6018.92	6348.93			
045	4968.91	5246.22	5538.12	5849.34	6177.47	6518.51			
046	5094.71	5377.26	5684.39	5990.88	6328.98	6677.69			
047	5220.39	5511.77	5820.68	6147.02	6489.84	6845.58			
048	5350.91	5652.15	5966.31	6296.22	6650.18	7016.31			
049	5484.89	5794.95	6112.57	6457.71	6813.35	7190.09			
050	5622.33	5938.17	6270.49	6620.36	6988.28	7372.05			

Effective Date: January 1, 2014
CSEA Board Approved May 8, 2014

Hacienda La Puente Unified School District
Classified Hourly (1)

Current Salary Chart Values
5% Increase 2014

Range	step1	step2	step3	step4	step5	step6	Range Total			
001	9.68	10.25	10.79	11.39	12.03	12.69				
002	9.92	10.49	11.08	11.68	12.34	13.00				
003	10.20	10.73	11.32	11.95	12.62	13.31				
004	10.43	11.01	11.62	12.25	12.94	13.64				
005	10.68	11.29	11.93	12.60	13.28	14.01				
006	10.95	11.56	12.21	12.88	13.60	14.36				
007	11.25	11.85	12.52	13.23	13.93	14.68				
008	11.52	12.13	12.85	13.55	14.28	15.07				
009	11.80	12.44	13.13	13.86	14.66	15.46				
010	12.08	12.75	13.47	14.22	14.99	15.83				
011	12.39	13.07	13.80	14.58	15.39	16.23				
012	12.72	13.42	14.14	14.93	15.76	16.64				
013	13.01	13.73	14.51	15.32	16.15	17.05				
014	13.32	14.09	14.88	15.70	16.58	17.48				
015	13.68	14.44	15.24	16.09	16.95	17.90				
016	14.04	14.79	15.65	16.51	17.41	18.38				
017	14.37	15.15	16.02	16.91	17.86	18.84				
018	14.72	15.53	16.41	17.32	18.30	19.30				
019	15.10	15.91	16.82	17.75	18.73	19.77				
020	15.47	16.32	17.22	18.19	19.21	20.28				
021	15.84	16.74	17.67	18.67	19.69	20.75				
022	16.23	17.15	18.13	19.11	20.19	21.29				
023	16.67	17.58	18.56	19.60	20.68	21.83				
024	17.09	18.02	19.03	20.07	21.23	22.40				
025	17.48	18.47	19.50	20.58	21.72	22.92				
026	17.94	18.94	20.00	21.08	22.29	23.50				
027	18.36	19.40	20.46	21.61	22.84	24.08				
028	18.86	19.89	21.00	22.17	23.39	24.69				
029	19.30	20.38	21.50	22.70	24.00	25.33				
030	19.79	20.89	22.05	23.29	24.57	25.90				
031	20.31	21.44	22.60	23.88	25.21	26.63				
032	20.78	21.99	23.21	24.49	25.84	27.28				
033	21.29	22.53	23.76	25.08	26.48	27.94				
034	21.84	23.07	24.36	25.71	27.17	28.64				
035	22.39	23.64	24.98	26.36	27.81	29.33				
036	22.94	24.24	25.59	27.00	28.55	30.08				
037	23.51	24.84	26.21	27.68	29.23	30.85				
038	24.09	25.44	26.89	28.39	29.96	31.62				
039	24.71	26.12	27.54	29.07	30.71	32.41				
040	25.33	26.73	28.26	29.82	31.50	33.23				
041	25.99	27.42	28.96	30.58	32.25	34.02				
042	26.66	28.11	29.69	31.35	33.05	34.87				
043	27.30	28.78	30.41	32.11	33.88	35.76				
044	27.96	29.54	31.17	32.92	34.72	36.63				
045	28.67	30.28	31.95	33.76	35.64	37.59				
046	29.39	31.03	32.79	34.57	36.50	38.52				
047	30.10	31.79	33.58	35.47	37.44	39.50				
048	30.88	32.62	34.42	36.33	38.37	40.48				
049	31.65	33.44	35.26	37.25	39.31	41.49				
050	32.43	34.25	36.17	38.18	40.32	42.52				

Effective Date: January 1, 2014
CSEA Board Approved May 8, 2014

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

CATASTROPHIC LEAVE

To: CSEA Members

From: Assistant Superintendent, Human Resources

Pursuant to Article XIV – Leaves – 14.14 Catastrophic Leave, of the Agreement between the Board of Education of the Hacienda La Puente Unified School District and California School Employees Association:

14.14.5 - To contribute to Catastrophic Leave, employees must have at least (20) accrued paid sick leave days. Employees may pledge a maximum of five (5) sick leave days of their annual accrual.

I am notifying the district that I wish to donate _____ hours during the current school year for the use of employees in California School Employees Association who have exhausted sick leave and who have a medical emergency.

I understand that Human Resources will notify me as to whether the hours were used or not; said hours to be used only in the current school year.

Employee Name (Print)

Date

Employee Signature

Last (4) of Social Security #

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Catastrophic Leave

Pursuant Article XIV – Leaves – 14.14 Catastrophic Leave, between the Board of Education of the Hacienda La Puente Unified School District and California School Employees Association; I am requesting to participate in the Catastrophic Leave provision. I understand per 14.14.7 – To receive Catastrophic Leave, employees must have donated five (5) sick leave days within the previous three (3) year period.

1. I certify/affirm that I have exhausted all accrued paid leave. _____ (initial)

2. I certify/affirm that I have a medical emergency. _____ (initial)

3. I have submitted verification of medical emergency to Human Resources _____ (initial)

4. I am requesting _____ hours.

I understand that I will be notified by Human Resources should there be employee(s) who wish (es) to donate a portion of their sick leave to me.

Employee Name (Print)

Date

Employee Signature

EID #

HUMAN RESOURCES (CLASSIFIED DIVISION)
 Hacienda La Puente Unified School District

(Instructions on reverse side)

Name: _____ 3 months _____ 5 months _____ Date Due:
 _____ Yearly (due annually by April 30)

Classification: _____ School or Department: _____

DEFINITIONS OF RATINGS:

- O - Outstanding - A commendation for consistently exceeding the expected standards of performance.
- A - Above Average - Employee usually exceeds the established standards of performance.
- S - Satisfactory - The employee meets the standards established for the job.
- M - Marginal - Employee frequently fails to meet performance standards.
- U - Unsatisfactory - Employee needs to improve to meet performance standards.

NOTE TO SUPERVISOR:

- Comments section must be completed by supervisor for any individual areas designated as outstanding OR unsatisfactory.
- A written improvement plan covering unsatisfactory areas **MUST** be attached to this evaluation.

PERFORMANCE FACTORS	O	A	S	M	U	COMMENTS
1. QUALITY OF WORK: Consider the extent to which completed work is accurate, neat, well-organized, thorough, and effective.						
2. QUANTITY OF WORK: Consider the extent to which the amount of work produced compares to quantity standards for the job.						
3. WORK HABITS: Consider the employee's effectiveness in organization and use of time. (If applicable, effectiveness in use of tools, equipment, materials, and in following good practices of vehicle and personal safety, etc.)						
4. RELATIONSHIPS WITH PEOPLE: Consider the extent to which the employee treats others with respect and courtesy, inspires their respect and confidence, works cooperatively with co-workers or the public, etc.						
5. TAKING ACTION INDEPENDENTLY: Consider the extent to which the employee shows initiative in making work improvements, identifying and correcting errors, initiating work activities, consistent with established policies and procedures, etc.						
6. DEPENDABILITY AND RELIABILITY: Consider the extent to which the employee continues to work in the absence of close supervision and how he/she complies with written and oral instructions in the performance of job duties, completes work assignments, meets deadlines, follows established policies and procedures, etc.						
7. ATTENDANCE: Consider extent to which the employee is present and prompt.						
8. MOTIVATING/DIRECTING/SUPERVISING THE WORK OF OTHERS: (If applicable) Consider the employee's effectiveness in planning and controlling work activities, motivating and developing subordinates, improving work methods and results, etc.						
GENERAL COMMENTS OR COMMENTS ON OTHER FACTORS NOT LISTED ABOVE:						

It is understood that in signing this evaluation I acknowledge having seen and discussed the report. All written comments have been discussed with me. Signature does not necessarily indicate agreement.

Check here if you do not agree with this evaluation and wish to submit a written rebuttal.

 Employee's Signature

 Print Name Supervisor's Signature

 Date

 Date

INSTRUCTIONS – FOR THE SUPERVISOR

Techniques of Appraisal

The observation and evaluation of an employee's work performance is one of the primary responsibilities of any person who supervises or directs other employees. The effective communication of this evaluation to the employee is essential. When used thoughtfully and carefully, this form is intended to aid the employee and supervisor in arriving at an understanding of the employee's performance in a given position. This evaluation will become part of the employee's personnel file and will be considered in cases involving promotion and transfers.

1. PURPOSE OF A PERFORMANCE APPRAISAL:

- a. To act as a tool to define work skills and to provide a measurement of the degree to which each of us perform these skills.
- b. To act as a report to the employee concerning his performance on his job.
- c. To assure the employee of a regular and systematic review.
- d. To provide a record of employee's performance and growth history.
- e. To provide a basis for coaching and guiding the employee.
- f. To provide an opportunity for closer and better communication between the employee and his supervisor.

2. HOW TO APPRAISE:

- a. Define the standard – rate each person against the requirements of his position.
- b. Be objective – avoid reference to personal likes and dislikes.
- c. Consider one factor of ability at a time. Each factor is distinct and does not necessarily relate to similar factors.
- d. Base appraisals on observed and proven performance – avoid impressions based on hearsay.
- e. Base appraisals on average daily performance – avoid rating occasional incidents which highlight a particularly good or bad performance.
- f. Written narrative explanation must accompany any areas designated as unsatisfactory; any areas marked outstanding should have written remarks to justify.

3. AFTER MAKING THE REPORT, SUPERVISOR SHALL:

- a. Discuss the report with the employee.
 - (1) Give the employee an opportunity to make suggestions for the improvement of his work.
 - (2) Explain areas where work performance may be improved.
 - (3) Explain the comments on the performance reports.
- b. Sign the evaluation report and obtain the signature of the employee (signature of employee does not necessarily mean concurrence with evaluation but only that this evaluation has been discussed with them).
- c. Send the yellow copy of the evaluation to Human Resources, Classified Division at the specified time.
- d. Give the employee the blue copy.
- e. Retain the white copy for your files.

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

FAMILY SCHOOL PARTNERSHIP ACT LEAVE

Pursuant to Article 13.15 of the Agreement Between the Board of Education and the Hacienda La Puente Unified School District, I request a leave according to the following provisions of the Agreement:

14.15 Family School Partnership Act Leave

- 14.15.1. A permanent classified employee who is a parent, guardian, or grandparent with custody of one or more K-12 children shall be permitted to take up to forty (40) hours each school year and not more than eight (8) hours in any calendar month to participate in activities of the school where any of his/her children attend(s) under the following circumstances:
- 14.15.2. The employee may elect to utilize existing vacation, personal leave, compensatory time, or time off without pay for this purpose. Absences shall be taken in units of at least two hours.
- 14.15.3. The employee shall give reasonable advance notice to his/her immediate supervisor of the planned absence.
- 14.15.4. The employee will complete the appropriate form following his/her participation in the event.

I ELECT TO UTILIZE EXISTING:

- _____ Vacation
- _____ Personal Leave
- _____ Compensatory Time
- _____ Time off without pay

_____ I have notified in advance my immediate supervisor.

I am electing to use _____ hours.

EMPLOYEE - PRINT NAME

EMPLOYEE'S SIGNATURE

SOCIAL SECURITY #

DATE

PRINCIPAL/ DEPARTMENT HEAD SIGNATURE

DATE

EMPLOYEE SHALL SUBMIT SIGNED AFFIDAVIT FORM #1013-C TO HUMAN RESOURCES AFTER RETURN TO DUTY.

OFFICE USE ONLY

Classified Agreement Article 14.15 _____

APPROVAL SIGNATURE

DATE

NOTE: Final approval pending a verification of unused leave by Payroll where applicable. Complete form in duplicate and send both copies to the Office of Assistant Superintendent, Human Resources.

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
Human Resources

Classified Request for Transfer and/or Change in Assignment

Employee request must be submitted to Human Resources in accordance with Article VII of the Collective Bargaining Agreement between the Hacienda La Puente Unified School District and Chapter #115, California School Employees Association. This request shall be valid only for the current school year.

NAME _____ Date of Request _____

School/Department _____ Classification _____

Years with District: _____ Current Assignment: _____
Length of Service: _____ Work hours: _____
(this assignment) _____ Work months: 10 11 12

I hereby request that I be considered for positions within my classification with:
_____ More _____ Less hours per week

I hereby request that I be considered for positions within my classification with:
_____ More _____ Less months per year

I hereby request that I be considered for a transfer within my classification to:
School/Department _____

Work hours per week: _____ Months per year: 10 11 12

<u>Dates</u>	<u>Training/Experience</u>
_____	_____
_____	_____
_____	_____

NOTE: Employees are advised to periodically update their personnel file with verification of educational, training or other skills/qualifications/accomplishments.

Employee Signature: _____

I am aware of this request _____
Principal/Supervisor

EMPLOYEE RETURN ALL COPIES TO HUMAN RESOURCES FOR PROCESSING
White-Human Resources Canary-CSEA Pink-Immediate Supervisor Goldenrod-Employee

ACTION BY HUMAN RESOURCES

DATE RECEIVED _____ EXPIRATION DATE _____

TRANSFERRED TO _____ EFFECTIVE DATE _____

HUMAN RESOURCES OFFICER _____



HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

15959 EAST GALE AVENUE • P.O. BOX 60002 • CITY OF INDUSTRY, CA 91716-0002 • (626) 933-1000

CLASSIFIED VACATION REQUEST

TO: _____

FROM: _____

DATE: _____

DAYS REQUESTED:

FROM _____ TO _____ TOTAL DAYS REQUESTED _____

APPROVED

NOT APPROVED (Mandatory - state reason for denial)

FROM _____ TO _____ TOTAL DAYS REQUESTED _____

APPROVED

NOT APPROVED (Mandatory - state reason for denial)

FROM _____ TO _____ TOTAL DAYS REQUESTED _____

APPROVED

NOT APPROVED (Mandatory - state reason for denial)

Supervisor _____

Date _____

THE ABOVE ACTION(S) MAY BE RESCINDED,
PRIOR TO THE VACATION LEAVE, IN CASE OF EMERGENCY

14.2.1 Classified employees of the bargaining unit will earn vacation on the following basis:

- 14.2.1.1 For one (1) year through the completion of five (5) years, one (1) day of vacation will be earned per month worked.
- 14.2.1.2 For six (6) years through the completion of the tenth (10) year, one and one-quarter (1 1/4) days of vacation will be earned per month worked.
- 14.2.1.3 For eleven (11) years through the completion of the fifteenth (15) year, one and one-half (1 1/2) days of vacation will be earned per month.
- 14.2.1.4 For sixteen (16) years through the completion of the twentieth (20) year, one and three-fourths (1 3/4) days of vacation will be earned per month worked.
- 14.2.1.5 For twenty-one (21) years and over, two (2) days of vacation will be earned per month worked.

RETURN THE COMPLETED FORM TO THE EMPLOYEE WITHIN FIVE WORKING DAYS OF RECEIPT.

White Copy - Employee Canary Copy - Supervisor Pink Copy - Administrator

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

UNSAFE AND/OR UNHEALTHFUL CONDITIONS NOTIFICATION

This form is to notify the District of an unsafe and/or unhealthful working condition. After completing and signing this form, submit it to the immediate supervisor.

1. Employee's Name: _____

Classification: _____

Work Location: _____ Phone/Ext. _____

2. Location where unsafe and/or unhealthful condition is believed to exist:

Site/Facility/Department: _____ Room # _____

Address: _____

Administrator/Supervisor in charge of area: _____

3. Describe briefly the unsafe and/or unhealthful condition(s) which you feel exist(s):

4. I hereby certify, to best of my knowledge, that the above is true and correct.

Signature Date

FOR OFFICE USE ONLY

Comments/Responses: _____

White - Employee Canary - Supervisor Pink - Personnel Services Goldenrod - CSEA

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
Human Resources

Classified Request for Change in Work Hours

Employee or Principal / Department Head request must be submitted to Human Resources in accordance with the Collective Bargaining Agreement between the Hacienda La Puente Unified School District and Chapter #115, California School Employees Association.

Name: _____ Date of Request: _____

Home Phone: _____ - _____ Work: _____ - _____

Cell Phone: _____ - _____ School/Department: _____

Classification: _____ Date of Hire: _____

Length of Service (this assignment): _____ Work months: 10 11 12

Current Assigned Hours: _____ to _____

I hereby request the employee above be considered for a change in hours:

Proposed Hours _____ to _____

Duration of this change in work schedule:

Temporary: from _____ to _____ Permanent

Reason request is to be considered: _____

Request initiated by Employee Supervisor Other _____

I am aware of this request:

Employee: _____
Print Name / Signature

Principal/Department Head: _____
Print Name / Signature

EMPLOYEE OR PRINCIPAL / DEPARTMENT HEAD RETURN ALL COPIES TO
HUMAN RESOURCES FOR PROCESSING
White-Human Resources Canary-CSEA Pink-Immediate Supervisor Goldenrod-Employee

ACTION BY HUMAN RESOURCES

DATE RECEIVED _____ EXPIRATION DATE _____ EFFECTIVE DATE _____

HUMAN RESOURCES OFFICER: _____ CSEA: _____
 APPROVED DENIED APPROVED DENIED