

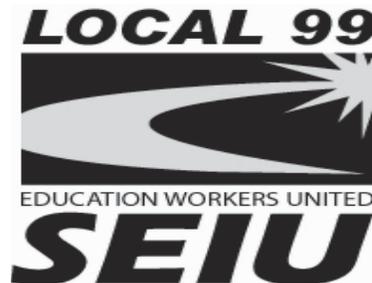
HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT  
15959 East Gale Avenue, City of Industry, CA 91716  
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(626) 933-1000

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



AND

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 99 CTW



July 1, 2015 - June 30, 2018

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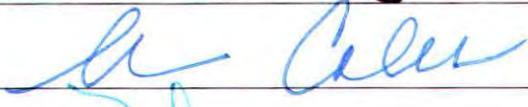
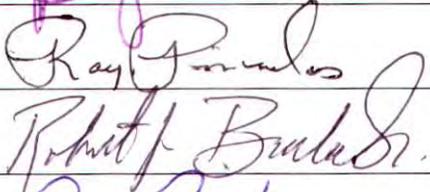
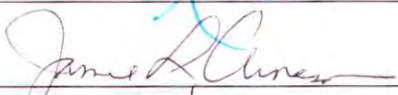
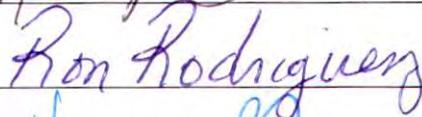
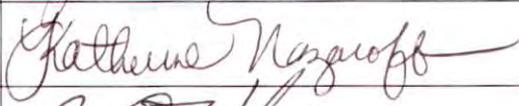
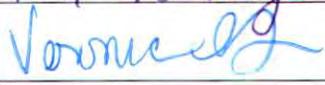
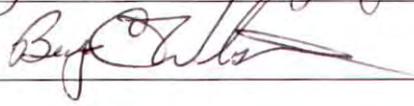
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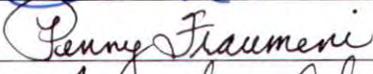
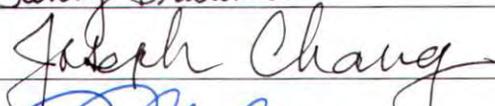
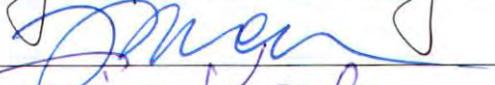
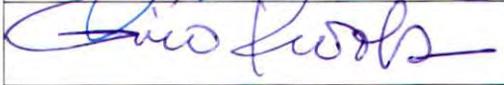
Classification  
Salary Schedule  
Professional Growth Course Approval Form

Article I

AGREEMENT

This is an agreement made and entered into this **16<sup>th</sup> day of April 2015** between the Board of Education of the Hacienda La Puente Unified School District (hereinafter referred to as "the Board") and the Service Employees International Union Local 99 CTW (hereinafter referred to as "union," an employee organization).

For the Service Employees International Union Local 99 CTW	For Board of Education of Hacienda La Puente Unified School District
	
	
	
	
	

The Board of Education of Hacienda La Puente Unified	
	Anthony Duarte, President
	Penny Fraumeni, Vice President
	Joseph Chang, Ph.D., Clerk
	Jay F. Chen, Member
	Gino Kwok, Esq., Member

## ARTICLE II

### Term

- 2.1 This agreement is effective July 1, 2015, unless specified elsewhere in this contract and shall remain in full force and effect up to and including June 30, 2018, and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 1, of the final year of the agreement of its request to modify, amend, or terminate the agreement. The union will submit in writing its initial proposal for negotiations with the district no later than May 1. During the second and third year of the agreement there will be a general reopener on two articles each for the union and the district, in addition to a reopener on salary compensation and Health and Welfare Insurance Benefits.

Article III

Recognition

- 3.1 The Service Employees International Union Local 99 CTW bargaining unit shall consist of certain employees in the classified supervisory class titles as certified by the Public Employment Relations Board:\*

Accounting Supervisor  
Adult School Office Manager  
Budget Supervisor  
Cafeteria Manager I  
Cafeteria Manager II  
Cafeteria Manager III  
Computer Field Service Supervisor  
Computer Operations Manager  
Facilities Manager  
Facilities Supervisor  
Financial Analyst  
Food Services Supervisor  
Mechanic Supervisor  
Payroll Supervisor  
Personnel Assistant  
Plant Supervisor  
Police Officer  
Purchasing Supervisor  
Reprographics Supervisor  
School Office Manager (excluding elementary schools)  
Secretary I (supervisory)  
Secretary II  
Senior Campus Security Officer  
Warehouse Supervisor

\* PERB also included Personnel Assistant, a classification employed by the Personnel Commission.

## Article IV

### Management Rights

- 4.1 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 the unit members; 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 unit members.
- 4.2 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.
- 4.3 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 union 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.

## Article V

### Union Rights

- 5.1 Mailboxes are primarily for use as a means of communication for matters pertaining to the functioning of the district and the school. The union 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 union may not use district materials for union business.
- 5.2 Within each school or building there shall be designated one or more sections of bulletin boards as staff bulletin boards. Communications to unit members in the bargaining unit shall be posted only on these bulletin boards.
- 5.3 The union shall provide to the site administrator and to the superintendent copies of all general notices and bulletins distributed to the above mentioned representatives.
- 5.4 Any communication placed in unit members mailboxes, shall include the name of the organization sending the communication, the date of distribution, and the name of the unit member.
- 5.5 All union business, discussion and activities will be conducted by unit members or union officials outside established work hours. (Before and after work, during lunch breaks, during non-paid and non-work time.)
- 5.6 The union understands the district computer network referred to as "HLPnet," "Network," or "System" is a service provided by the district and is a privilege, not a right.
- 5.7 The district shall provide the union with up to fifteen (15) days of release time each school year for use by the Chief Steward or designee for union business or to process grievances. The above is subject to written approval of the superintendent or his designee three (3) days prior to such release time. Additional release time may be authorized by the district or purchased by the union as appropriate.
- 5.8 Representatives of the union shall not contact unit members during the normal work day. Official representatives of the union shall report to the school or department office before

visiting an employee on the premises of the school or district building.

- 5.9 A written list of union officials and representatives, including names and mailing addresses, shall be furnished to the board at least annually, and the union shall promptly notify the board of any interim changes of such officials and representatives.
- 5.10 Unit members shall provide to their site administrator and the Human Resources Department their current mailing address within ten (10) days of a change of address.
- 5.11 The union and the Board agree that neither party shall practice unlawful discrimination against any unit member in the bargaining unit because of race, color, national origin, ancestry, religious creed, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender or sexual orientation, the exercise of unit members' political opinion or affiliation with the union.
- 5.12 Upon reasonable request, the district shall provide the union with a listing of all current bargaining union members which shall include: job classification, work location, and mailing address.
- 5.13 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.hlpschools.org>). A hard copy of the negotiated agreement will be available at each district site for unit member access. 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 VI

### Grievance Procedure

6.1 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 work days. Upon mutual agreement between the Board, or its designee, and the union, these time limits may be extended.

6.2 Definitions:

Grievance -- A claim by a member of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this agreement.

Grievant -- A grievant is a district employee in the bargaining unit covered by this agreement who is adversely affected.

6.3 Grievance Resolution -- Grievances will be processed in accordance with the following steps:

6.3.1 Step 1. 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 administrator within ten (10) days. Failure to do so will render the grievance null and void. The written information shall include:

6.3.1.1 Description of the specific grounds of the grievance, including name, dates, and places necessary for complete understanding of the grievance.

6.3.1.2 A listing of the provisions of this agreement which are alleged to have been violated, misapplied, or misinterpreted.

6.3.1.3 A listing of the specific action requested of the district which will remedy the grievance.

6.3.1.4 The administrator or his/her 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.

6.3.2 Step 2. If the grievant is not satisfied with the disposition at Step 1, the grievant shall send a written copy of the grievance to the superintendent within ten (10) days, with a copy also sent to the administrator. The superintendent or his/her 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 furnished to the grievant.

6.3.3 Step 3. If a grievance is not resolved in Step 1 or 2 within five (5) days after the decision is rendered at Step 2, the grievant may submit the grievance to the Board of Education.

It shall be the function of the Board of Education to make a final determination to resolve the grievance.

## Article VII

### Transfers

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

7.2 INVOLUNTARY TRANSFER:

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

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.

Article VIII

Salary/Work Periods/Overtime

- 8.1 A two point six-five percent (2.65%) increase on the salary schedule effective January 1, 2015, for the 2014-2015 contract year.

On or before June 30, 2015, the district agrees to contribute a one-time, off schedule salary payment of \$1,256.25 for SEIU members actively employed on a regular continuous basis with the district, at the time this payment is to be made. For unit members who start with the district after April 16, 2015, the off schedule, one-time payment, will not be made. For unit members who terminate their employment with the district prior to June 30, 2015, the off schedule, one-time payment, will not be made.

A five percent (5.0%) increase on the salary schedule effective January 1, 2014, for the 2013-2014 contract year.

- 8.2 Supervisory recognition stipends will be granted to all eligible unit members according to the following schedules. Supervisory stipends will be based on unit member's number of years of service and their current hours per week.

After Years of Service	35-40 hours per week	35-40 hours per week (Effective 7/1/2015)
10	\$338	\$375
15	\$675	\$750
20	\$1,013	\$1,125
25	\$1,350	\$1,500
30	\$1,687	\$1,875

- 8.3 Bargaining unit members earning a satisfactory or better rating in Performance Factors (1-8) on the annual evaluation form (#1830) shall receive an additional "Performance Incentive."

After Years of Service	35-40 hours per week Performance Incentive (Increases effective 7/1/2014)	35-40 hours per week Performance Incentive (Increases effective 7/1/2015)
10	\$223.50	\$270
15	\$506.25	\$610
20	\$759.75	\$915
25	\$1012.50	\$1,215
30	\$1265.25	\$1,520

Any decrease/removal of the Performance Incentive as a result of a marginal/unsatisfactory rating in Performance Factors (1-8) shall occur July 1, following the most recent annual evaluation, (form #1830).

- 8.4 Unit members shall be paid according to the salary schedules attached as Appendix A. Initial placement on the salary schedule shall be determined by the district. Any subsequent salary schedule increase for a bargaining unit member, during their first six years of employment, will be linked to the unit member earning a satisfactory or better rating in Performance Factors (1-8) on the annual evaluation form (#1830).
- 8.5 A complete year of service shall be accepted when a unit member works for at least seventy-five percent (75%) of the number of days of the employee's regular work year.
- 8.6 Only time served in paid status in the district shall apply toward years of service.
- 8.7 Any changes in relationships in the salary structure set by the Personnel Commission precipitating a net salary increase will entitle the district to adjust the salary schedule of the unit to effect a zero net increase cost to the district. At least 15 days prior to taking action to adjust the salary schedule pursuant to this provision, the district shall notify the union of its intent to take such action, and, upon demand, shall meet and confer with the union within ten (10) days of such demand. If the district and union fail to reach agreement regarding the salary schedule adjustment, the district reserves the right to implement the salary schedule adjustment.
- 8.8 The district will process voluntary payroll deductions for eligible unit members who wish to participate in the union's political education or action (COPE) fund provided there is

no cost to the district beyond normal internal district processing.

#### 8.9 WORKDAY AND WORK WEEK

8.9.1 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 unit members to work in excess of eight hours in one day or 40 hours in one week. The district may direct a 4/40 work week.

8.9.2 All unit members working more than four and one-half consecutive hours per day shall be entitled to an unpaid, uninterrupted one-half hour lunch period.

8.9.3 All unit members working more than 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.

#### 8.10 OVERTIME DEFINED

8.10.1 Overtime is ordered and authorized working time in excess of eight hours in one day or 40 hours in one week (unless on a 4/40 work 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.

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

#### 8.11 COMPENSATION FOR OVERTIME

8.11.1 A regular unit member who works authorized overtime shall be paid at a rate equal to one and one-half times the amount of overtime worked. At the

discretion of the district, the unit member shall be paid at one and one-half times his/her 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.

8.11.2 All properly authorized overtime shall be submitted on the proper "Overtime" time sheet and signed by the authorized administrator.

#### 8.12 STAND-BY PAY

8.12.1 Unit members, who are assigned stand-by (on call) for after hours weekday, weekend, and/or holiday response and who are not called back to work, shall receive:

- One hour pay at their hourly overtime rate per weekday on call
- Two hours pay at their hourly overtime rate per weekend day on call
- Compensatory time off equal to the employee's regular work day per legal holiday on call, which must be used within 12 months of accrual

8.12.2 Weekday and weekend stand-by pay is not in addition to wages paid if the employee is called out to work.

8.12.3 Holiday compensatory time will be hour for hour (8 hours of compensatory time for an 8 hour employee). When the employee is called out to work, pay shall be hour for hour, at the overtime rate.

8.12.4 The above changes will become effective upon ratification by the Board of Education.

#### 8.13 STIPENDS FOR SUPERVISORS

8.13.1 Stipend for Educational Certificates held:

- Bachelor's Degree and/or CBO Certificate - \$150.00 annually

8.13.2 Stipend for Supervision and Evaluation of large number of unit members:

- Seventy-five (75) unit members or more - \$200.00 annually
- One hundred (100) unit members or more - \$300.00 annually

8.14 Effective July 1, 2014, a Bilingual stipend of \$300.00 per year shall be provided to unit members, who are certified Bilingual (Spanish or Mandarin only) by the Personnel Commission and provide second language services in the performance of their duties and responsibilities as HLPUSD employees.

Effective July 1, 2015, a Bilingual/Bi-literate (Spanish or Mandarin only) stipend of \$650.00 per year shall replace the "Bilingual Stipend." The Bilingual/Bi-literate stipend shall be provided to unit members, who are certified Bilingual/Bi-literate by the Personnel Commission, or who met the qualification of the "Bilingual Stipend" prior to June 30, 2015. At the discretion of the district, unit members receiving the Bilingual/Bi-literate stipend, shall provide second language services within the District.

Only the following classifications are eligible for the Bilingual/Bi-literate (Spanish or Mandarin only) stipend:

- Adult School Office Manager
- Cafeteria Manager I
- Cafeteria Manager II
- Cafeteria Manager III
- Computer Field Services Supervisor
- Facilities Supervisor
- Food Services Supervisor
- Payroll Supervisor
- Personnel Assistant
- Police Officer
- School Office Manager (excluding elementary schools)
- Secretary I (supervisory)
- Secretary II
- Senior Campus Security Officer

## Article IX

### Health and Welfare Insurance Benefits

- 9.1 Health, vision, dental, and life insurance coverage is available through the district. The maximum district contribution on behalf of an unit member whose assignment is thirty-five (35) hours or more per week on a regular continuous basis shall be \$11,900.00 per calendar year, effective July 1, 2014. The employee may enroll for coverage during his/her first month of employment or during the first month he/she qualifies for coverage.
- 9.3 The district will provide, for eligible members, a \$70,000 Life Insurance Policy.
- 9.4 The HLPUSD Chief Steward of the Service Employees International Union, Local 99 CTW will appoint members to serve on the District Insurance Committee. The number of SEIU representatives on the committee will be in proportion to the percentage of the union'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 unit members
  - Recommend to the Board of Education the health, dental and vision plans for all benefit-eligible unit members
- 9.5 The district will allow eligible unit members to enroll in the State Disability Insurance program, with the employee paying the entire premium cost.
- 9.6 Unit members 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:
- 9.6.1 Unit members who have rendered at least ten (10) years of service to the district may continue to participate in the district's medical, dental, or vision insurance programs until age sixty-five (65), unless they participate in option 9.6.2, by remitting in advance two payments for the total annual cost of such benefit program.

- 9.6.2 Unit members 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 unit members are receiving for a period of up to five (5) years or to age sixty-five (65), whichever comes first. Unit members 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.
- 9.6.3 Unit members 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 their medical benefits paid by the district at fifty percent (50%) of the maximum district contribution for a period of ten (10) years or to age sixty-five (65), whichever comes first. Unit members 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.
- 9.6.4 Unit members who have served in the district for twenty-five (25) years or more; received full benefits for five years prior to retirement; and reached the age of fifty-five (55) and find it necessary to retire on PERS disability, shall have 100% of medical insurance covered for the retiree until age sixty-five (65) or for five years, whichever comes first.
- 9.6.5 Retirees may purchase vision and/or dental insurance at the district rate during the time they are participating in these options, if they have those benefits at the time of retirement.
- 9.7 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 a rate of one month for each three years of service, limited to a maximum of six (6) months.

## Article X

### Professional Growth

This article will become effective July 1, 2009

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.

#### 10.1 ELIGIBILITY

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

#### 10.2 APPROVAL TO PARTICIPATE

10.2.1 It is each SEIU 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.

10.2.2 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.

10.2.3 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.

### 10.3 PROFESSIONAL GROWTH CREDIT

10.3.1 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.

10.3.2 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.

10.3.3 When semester or quarter units are not specified:

- Ten (10) hours of in class time = one (1) point
- Five (5) hours of in class time = one-half (1/2) point
- Two and one-half (2.5) 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.

10.3.4 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.

10.3.5 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

#### 10.4 AWARDING OF SALARY STIPEND

- 10.4.1 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.
- 10.4.2 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.
- 10.4.3 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.
- 10.4.4 A unit member may earn up to a total of five (5) professional growth stipends; however, no more than two (2) stipends may be earned during any one (1) full year of service.
- 10.4.5 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 15<sup>th</sup> of the previous month.

## Article XI

### Decrease of Assignment

- 11.1 Any decrease of assignment or layoff due to lack of work or lack of funds shall be made known in writing to the union sixty (60) days prior to effective decrease or layoff.
- 11.2 A reemployment list in the classification in which a decrease of assignment or a layoff has been affected shall be submitted to the union within sixty (60) working 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, effective date of layoff, or decrease of assignment, total number of hours ranked in seniority by assignment of hours worked for each classification.
- 11.3 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.
- 11.4 "Length of service" shall be based on the date of hire in a classification.
- 11.5 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.
- 11.6 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, within the 24 month period returned to a position in their former class, but if there is a valid reemployment list they shall be ranked on that list in accordance with their proper seniority.

## Article XII

### Performance Evaluations

#### 12.1 WHEN EVALUATIONS ARE TO BE MADE

- 12.1.1 All regular classified employees shall be evaluated by their immediate supervisor in accordance with the following schedule:
- 12.1.2 Probationary employees and promoted employees still on probation: Probationary employees shall be evaluated at least by the end of the third month and at least by the end of the fifth month.
- 12.1.3 Permanent employees: At least once each year, no later than April 30. Should the district fail to meet the prescribed time line, the evaluation shall not be filed in the unit member's personnel records without their express consent.

#### 12.2 WHO MAKES EVALUATIONS

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

#### 12.3 PROCEDURE TO BE FOLLOWED

- 12.3.1 Performance evaluation reports shall be made on adopted forms and shall be prepared by the unit member's administrator. 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 unit member's evaluation unless previously furnished to the unit member in writing, including transmission via email.
- 12.3.2 The immediate supervisor shall present the performance evaluation report to the unit member and shall discuss it with him/her. The evaluation form shall be signed by the unit member to

indicate receipt, and he/she shall be given a signed copy. If the unit member 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 unit member's mailing address on record by April 30. Within 10 days of the unit member's return to duty, the employee may schedule a meeting to discuss the evaluation. If no meeting is requested within 10 days of the unit member's return to work, the evaluation shall be considered accepted without rebuttal.

12.3.3 If the unit member 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 unit member's mailing address by April 30. Upon the unit member's return to duty, the immediate supervisor shall schedule a meeting to discuss the evaluation with the unit member.

12.3.4 Performance evaluation reports shall be filed in the unit member's personnel records and shall be available for administrative review in connection with promotional examinations and disciplinary actions.

12.3.5 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 unit member is available. The improvement plan, in conjunction with a conference with the unit member, will provide guidance to the unit member 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 unit member shall be issued a new performance evaluation. Said evaluation shall be attached to the original evaluation and shall fall under the provisions of 12.3.4.

## 12.4 SPECIAL EVALUATIONS

12.4.1 A supervisor may issue to a unit member 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 administrator shall present the special evaluation to the unit member and discuss it with him/her. A copy of such notice shall be placed in the unit member's personnel file.

## Article XIII

### Holidays

13.1 The district agrees to holiday benefits to all bargaining unit employees as described below:

- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day (day after Thanksgiving in lieu of Admission Day)
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King, Jr. Day
- Lincoln's Birthday
- Washington's Birthday
- Friday of Spring Break
- Memorial Day

13.2 Unit members will be entitled to payment for the above holidays, provided that they were in paid status during any portion of the day immediately preceding or succeeding the holiday.

13.3 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 XIV

### Leaves

#### 14.1 LEAVES

While on a paid or unpaid leave of absence, classified bargaining unit members shall not perform other gainful employment (except ordered military service).

#### 14.2 VACATION

14.2.1 Classified employees of the bargaining unit will earn vacation on the basis of years of service according to the following:

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 worked.

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 Employee 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 which shall provide for signed approval by the supervisor(s). Vacation schedules shall be prepared by the administration.

14.2.3 The rate at which vacation is paid shall be the Employee's current rate.

### 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 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.

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

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

14.3.7 Effect on Benefits: 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.

At least one day prior to his/her 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 may not receive pay for that day.

- 14.3.8 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.

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/she is able to resume the assigned duties and, if the leave has been for more than twenty (20) working days, provided that he has notified the district of his/her return at least three (3) working days in advance.

After exhaustion of paid sick leave, an employee who is ill or injured shall use all accumulated vacation, compensatory time, and difference pay.

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/her position, he/she will be placed on a reemployment list for a period of thirty-nine (39) months.

#### 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 there from are, for all job-related purposes, temporary disabilities and shall be treated as sick leave. Such leave shall not be used for child care, child rearing, or preparation of child bearing, but shall be limited to those disabilities as set forth above.

14.4.2 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 Human Resources Office for review and recommended action.

14.4.3 Return to District Service: An employee returning from temporary disability leave shall file a written request for 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.

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 thirty-nine (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 to union members in accordance with the provisions of 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 Workers' Compensation Fund shall be granted paid industrial accident leave for each such accident or illness while receiving temporary disability benefits from Workers' Compensation Fund provided that the superintendent

or his/her designated representative has determined that the illness or injury was directly related to the performance of his/her 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 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 shall be for not more than seventy (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 the Workers' 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/she 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 assignment, when added to compensation without penalties from the Workers' 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 regular salary when receiving a temporary disability allowance without penalties from the Workers' Compensation Fund.
- 14.5.7 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 thirty-nine (39) months for any one industrial accident or industrial illness.

- 14.5.8 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/her former class, he/she 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.
- 14.5.9 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 paid or unpaid leave of absence.
- 14.5.10 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/she was on leave for a period not to exceed thirty-nine (39) months.
- 14.5.11 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/her former status and time basis, and in assignment areas in which the employee has made himself/herself available.
- 14.5.12 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 Workers' 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/her basic daily assignment. An employee who is not permanent shall have his/her

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 ten (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 Workers' 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.

- 14.5.13 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 (3) working days when absent because of the death of any member of his/her immediate family. Bereavement leave with pay shall be extended to a maximum of five (5) 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.

Members of immediate family means:

Mother (Stepmother)	Brother
Mother-in-law	Sister
Father (Stepfather)	Grandmother
Father-in-law	Grandfather
Husband	Son-in-law of employee
Wife	Daughter-in-law of employee
Son (Stepson)	Legal guardian of employee
Brother-in-law	Sister-in-law

Daughter (Stepdaughter)  
Foster children  
Grandchild of employee (or spouse)  
Stepsister/Stepbrother  
Registered Domestic Partner

#### 14.7 JURY DUTY

- 14.7.1 Leave of absence for petit 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.
- 14.7.2 Request for jury service leave should be made by presenting the official court summons for jury service to the Human Resources Office. The jury service fee does not include reimbursement for transportation expenses unless a district vehicle is used.
- 14.7.3 An employee who has received a leave of absence under this article shall make himself/herself available for work on days when his/her presence is not required in court.

#### 14.8 PERSONAL NECESSITY LEAVE

- 14.8.1 Definition: A personal necessity leave is granted to enable an employee to absent himself/herself from duty because of unavoidable situations. Such leave shall be granted according to Education Code provisions. Leave shall be drawn from sick leave benefits. Leave may be granted for a maximum of seven (7) days and is non-accumulative. Such days shall be deducted from and may not exceed the number of seven (7) 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.

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

Death in the immediate family causing circumstances requiring absence beyond the bereavement allowance. Immediate family is defined under Bereavement Leave.

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.

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

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

Court Appearance as a litigant or witness under subpoena. 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.

Paternity Leave for the birth of an employee's child is limited to two (2) days within a thirty (30) day period prior to or following the birth of his child.

Emergency Leave for attendance at the funeral of a close relative or friend.

Personal business of an unforeseen and emergency nature that does not include any work or service performed or rendered for any other entity for compensation.

Adoptive parent leave which necessitates legal adoption procedures during the normal working day or care for the child is limited to two (2) days.

Personal leave of two (2) days may 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: (1) 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 (2) the employee is not compensated for any work or service performed or rendered for another entity that day. The days taken off will be at the discretion of the district as to time.

Observance of a nationally recognized religious holiday other than those scheduled on the school calendar.

14.8.4 Request Procedure: The employee shall make oral request to their administrator and shall file an Absence Affidavit with the Human Resources Office.

14.8.5 Return to District Service: Employees shall notify the administrator as to expected date of return and file a signed Absence Affidavit with the Human Resources Office within five (5) days if they were unable to submit one prior to the leave for those leaves that do not require advance permission.

14.8.6 Special Conditions: Personal necessity leave shall not be granted within any unpaid leave or vacation. Absence in excess of seven (7) days per year for accumulated sick leave must be taken as personal leave without pay.

#### 14.9 CATASTROPHIC LEAVE

14.9.1 Employees may request utilization of Catastrophic Leave by completing a Catastrophic Leave Request Form from the Human Resources Department. The employee shall have exhausted all accrued paid leave. An employee may request Catastrophic Leave only once during a school year.

14.9.2 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.

14.9.3 The district will notify employees of an individual's need by way of inter-office memo to all classified employees. Those employees desiring

to donate such sick leave will notify Human Resources in writing as to the number of hours of sick leave they wish to donate.

#### 14.10 FAMILY 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 the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) entitlement will be based on a "rolling" 12-month period measured backward from the date the employee uses any FMLA or CFRA as described in this Section. Leave granted under this Section shall run concurrently with all other accrued paid leaves including vacation. The district will continue to grant leaves as they have in the past in accordance with FMLA, CFRA as well as abiding by this collective bargaining agreement.

- 14.10.1 Effect on Benefits: The district shall continue to provide an eligible employee on the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), the group health plan coverage that was in place before he/she took the leave, if the employee was benefit-eligible. If the employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence or onset of a serious health condition, or other circumstances beyond his/her control, he/she shall reimburse the district for premiums paid during the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA).

During the period when an employee is on the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA), he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

- 14.10.2 Request Procedure: An employee shall request the Family and Medical Act (FMLA) and California Family Rights Act (CFRA) in writing on the district application for the Family and Medical Leave Act

(FMLA) and California Family Rights Act (CFRA). The district application is available in the Human Resources office. Request for the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) 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.

A request by an employee for the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) for his/her serious health condition, or to care for a child, parent or spouse with a serious health condition, shall be supported by a certification from the health care provider. The certification shall include the following information.

14.10.2.1 The date on which the serious health condition began.

14.10.2.2 The probable duration of the condition.

14.10.3 Return to District Service: Employees who take the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) for their own serious health conditions shall present certification from their health care provider to the effect that they are able to resume work.

Employees returning from the Family and Medical Leave Act (FMLA) and California Family Rights Act (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:

- 14.10.3.1 The employee is hired for a specific project or term and the project or term is over.
- 14.10.3.2 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.
- 14.10.3.3 The employee cannot perform the essential functions of his/her position because of a physical or mental conditions.

Article XV

Safety

15.1 In order to provide for employee safety, the district and employees shall make a reasonable effort to follow the Civil Code, Education Code, California Occupational Safety and Health Act, and Board of Education Policies 4119.11, "Prohibition Against Sexual Harassment by Employees" and 1311, "Civility Policy" in an attempt to ensure a place of employment which is as safe as the nature of the employment duties reasonably permits. The district and union agree to the formation of a safety committee which will meet quarterly to address concerns and identify training needs.

15.2 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:

Mechanic Supervisor

Unit members in the following classifications that drive a district vehicle will be subject to the provisions of this article:

Facilities Supervisor  
Facilities Manager  
Plant Supervisor  
Food Services Supervisor  
Computer Field Services Supervisor  
Police Officer  
Senior Campus Security  
Warehouse Supervisor

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

The district shall require those in the aforementioned classifications to submit to an alcohol test when the district has reasonable suspicion to believe that the driver has engaged in any "Prohibited Conduct" concerning alcohol with the exception of the driver possessing unmanifested alcohol.

The district shall require those in the aforementioned classifications to submit to a controlled substances test when the district has reasonable suspicion to believe that the driver has engaged in any "Prohibited Conduct" concerning controlled substances.

15.2.1 Unit members required to take tests for alcohol and controlled substances will be paid according to their regular pay status.

15.2.2 The parties agree to treat all results as confidential medical records.

15.2.3 SEIU 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.

15.2.4 The district shall provide an opportunity for SEIU 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 timelines.

15.2.5 Drivers awaiting results from reasonable suspicion testing will be placed in non-safety sensitive functions pending the outcome of testing.

15.2.6 Persons awaiting test results may apply for leaves as provided in the negotiated agreement.

### 15.3 UNIFORMS

15.3.1 Unit members 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.

15.3.2 Each of the following classifications shall wear uniforms:

- A. Cafeteria Manager I
- B. Cafeteria Manager II
- C. Cafeteria Manager III
- D. Facilities Supervisor
- E. Facilities Manager
- F. Plant Supervisor
- G. Mechanic Supervisor
- H. Computer Field Services Supervisor
- I. Senior Campus Security Officer
- J. Warehouse Supervisor
- K. Police Officer

15.3.3 Unit members (A-J) shall be furnished with a complete set of uniforms within thirty (30) days of starting their employment in the classification. Each unit members 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.

Police Officers (K) shall receive a uniform and cleaning/maintenance allowance in the amount of \$2,200.00, paid bi-annually (\$1,100.00, two-times per year) in August and February. Police Officers shall wear a uniform in compliance with the requirements of the Office of Police and Safety uniform regulations.

15.3.4 Unit members working in the aforementioned classifications (15.3.2) shall wear the assigned uniform during all working hours, unless authorized otherwise by the appropriate Administrator.

15.3.5 All unit members working in the Facilities Supervisor, Facilities Manager, Mechanic Supervisor, Police Officer, Reprographics Supervisor, Warehouse Supervisor, and Computer Field Services Supervisor classifications, shall wear appropriate safety shoes. Upon request, each unit members 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. Unit members may select boots or shoes costing more than \$120 if they choose to pay the additional amount from their own personal funds.

All unit members working in the Cafeteria Manager I, Cafeteria Manager II, and Cafeteria Manager III, classifications shall wear appropriate safety shoes. Upon request, each unit members shall be issued a voucher in an amount up to \$60 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. Unit members may select boots or shoes costing more than \$60 if they choose to pay the additional amount from their own personal funds.

15.3.6 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.

15.3.7 The district and the union agree to establish a committee to work on expanding the safety rules and regulations for all HLPUSD worksites.

15.3.8 The district shall purchase and replace Kevlar vests for Police Officers in compliance with the manufacture's specifications and/or applicable safety regulations.

15.3.9 Police Officers and Senior Campus Security Officers shall return used/obsolete uniforms to Police and Safety for proper disposal.

## Article XVI

### Concerted Activities

- 16.1 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 union, 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.
- 16.2 To this end, the union 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 unit members 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 union, the union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 16.3 It is agreed and understood that any unit members violating this article may be subject to discipline up to and including termination by the Board.
- 16.4 Any violation of this article will result in loss of pay and benefits.

## Article XVII

### Effect of Agreement

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

## Article XVIII

### Conclusiveness of Agreement

18.1 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 is specifically granted elsewhere in this contract.

HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT

SERVICE EMPLOYEES INTERNATIONAL UNION

<b>CLASSIFICATION</b>	<b>Salary Range</b>	<b>CLASSIFICATION</b>	<b>Salary Range</b>
<b><u>ACCOUNTING/FISCAL</u></b>		<b><u>PERSONNEL COMMISSION</u></b>	
Accounting Supervisor	37-S	Personnel Assistant	28-S
Budget Supervisor	37-S		
Financial Analyst	49-S		
Payroll Supervisor	37-S		
<b><u>CLERICAL/SECRETARIAL</u></b>		<b><u>POLICE AND SAFETY</u></b>	
Adult School Office Mgr.	26-S	Police Officer	38-S
School Office Manager	24-S	Senior Campus Security Officer	26-S
Secretary I	20-S		
Secretary II	28-S		
<b><u>FACILITIES</u></b>		<b><u>PURCHASING AND WAREHOUSE</u></b>	
Facilities Manager	42-S	Purchasing Supervisor	37-S
Facilities Supervisor	28-S	<b>Reprographics</b>	44-S
Plant Supervisor	28-S	Warehouse Supervisor	34-S
<b><u>FOOD SERVICES</u></b>		<b><u>TRANSPORTATION</u></b>	
Cafeteria Manager I	17-S	Mechanic Supervisor	37-S
Cafeteria Manager II	20-S		
Cafeteria Manager III	23-S		
Food Services Supervisor	39-S		
<b><u>NETWORK AND COMPUTER SERVICES</u></b>			
Computer Field Service Supervisor	42-S		
Computer Operations Manager	44-S		

Hacienda La Puente Unified School District  
**SEIU Employees - Monthly Salary Schedule**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	1777.98	1872.94	1976.41	2086.02	2202.97	2326.59
2	1813.55	1917.67	2024.80	2139.27	2258.04	2380.48
3	1863.78	1965.95	2075.57	2191.87	2311.94	2437.39
4	1911.53	2016.83	2128.82	2245.76	2371.33	2500.45
5	1958.62	2067.05	2181.52	2302.13	2430.71	2565.44
6	2003.89	2116.63	2235.94	2362.70	2493.12	2630.87
7	2055.96	2171.70	2289.83	2420.91	2551.97	2692.74
8	2106.17	2226.79	2349.87	2477.27	2614.37	2759.45
9	2159.43	2281.32	2407.43	2542.69	2681.10	2830.48
10	2210.84	2335.22	2468.65	2603.92	2745.98	2897.84
11	2269.04	2400.10	2529.22	2669.44	2818.30	2972.54
12	2329.08	2455.18	2593.58	2736.81	2888.03	3046.58
13	2380.48	2518.88	2655.43	2802.99	2960.35	3125.58
14	2437.39	2579.45	2723.99	2876.39	3035.59	3200.28
15	2502.93	2643.16	2791.90	2947.42	3110.93	3281.12
16	2568.46	2705.01	2860.55	3019.74	3184.97	3360.77
17	2630.87	2774.22	2932.76	3096.27	3263.98	3444.63
18	2698.23	2846.43	3007.46	3171.51	3350.31	3532.14
19	2768.07	2919.29	3081.50	3253.52	3430.50	3619.77
20	2833.60	2985.36	3156.85	3331.99	3518.12	3710.95
21	2905.82	3066.20	3235.20	3414.55	3605.00	3805.27
22	2973.82	3143.37	3318.52	3502.18	3697.48	3900.76
23	3050.89	3219.25	3399.24	3588.51	3789.31	3996.26
24	3127.42	3300.09	3482.57	3674.20	3886.10	4099.72
25	3205.24	3380.28	3570.09	3770.98	3976.64	4197.70
26	3284.13	3466.07	3661.92	3862.82	4081.40	4306.02
27	3367.45	3553.59	3747.06	3961.34	4180.56	4411.32
28	3448.94	3644.77	3845.03	4062.44	4288.35	4524.06
29	3540.77	3732.94	3941.71	4164.61	4397.31	4638.53
30	3627.10	3827.25	4040.34	4265.06	4504.45	4753.64
31	3712.78	3927.06	4138.96	4370.37	4616.44	4868.75
32	3807.09	4022.01	4244.26	4484.18	4735.86	4995.50
33	3902.59	4121.82	4349.57	4592.61	4850.96	5118.49
34	4001.75	4228.95	4461.55	4708.37	4975.89	5247.71
35	4101.56	4329.94	4571.17	4825.85	5095.85	5375.66
36	4203.85	4438.27	4687.46	4948.30	5225.08	5512.86
37	4304.83	4549.17	4805.70	5071.38	5355.50	5649.96
38	4418.12	4636.05	4925.13	5196.95	5488.40	5793.85
39	4528.91	4781.23	5047.57	5329.73	5628.52	5938.39
40	4639.17	4900.54	5173.03	5466.94	5763.24	6080.98
41	4757.30	5020.62	5301.61	5595.52	5911.98	6235.97
42	4876.73	5147.91	5434.51	5743.63	6057.81	6389.03
43	4994.21	5274.01	5568.58	5882.67	6210.86	6552.43
44	5125.27	5408.74	5711.83	6029.04	6368.12	6718.41
45	5248.90	5543.47	5855.72	6183.91	6526.12	6886.12
46	5384.93	5684.88	6004.45	6337.50	6688.98	7055.11
47	5519.54	5825.11	6153.85	6491.21	6856.16	7233.93
48	5658.58	5974.50	6305.06	6659.56	7028.17	7414.57
49	5796.97	6118.38	6460.05	6823.06	7203.32	7598.78
50	5942.05	6273.91	6625.28	6994.55	7383.96	7791.06

Hacienda La Puente Unified School District  
**SEIU Employees - Hourly Salary Schedule**

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	10.27	10.80	11.39	12.04	12.72	13.42
2	10.47	11.06	11.68	12.34	13.03	13.76
3	10.76	11.34	11.98	12.66	13.33	14.07
4	11.03	11.64	12.28	12.96	13.67	14.42
5	11.29	11.93	12.59	13.28	14.03	14.80
6	11.57	12.21	12.90	13.63	14.39	15.19
7	11.87	12.53	13.21	13.97	14.72	15.54
8	12.14	12.85	13.55	14.30	15.08	15.92
9	12.45	13.17	13.88	14.67	15.48	16.33
10	12.76	13.48	14.24	15.03	15.86	16.72
11	13.09	13.85	14.61	15.39	16.25	17.15
12	13.43	14.17	14.97	15.80	16.66	17.57
13	13.76	14.52	15.32	16.18	17.08	18.05
14	14.06	14.90	15.70	16.59	17.50	18.47
15	14.43	15.25	16.12	17.02	17.94	18.93
16	14.81	15.59	16.51	17.43	18.37	19.38
17	15.19	16.00	16.92	17.86	18.84	19.87
18	15.56	16.42	17.36	18.30	19.33	20.39
19	15.96	16.82	17.77	18.76	19.79	20.88
20	16.35	17.24	18.20	19.23	20.30	21.41
21	16.76	17.70	18.66	19.70	20.79	21.97
22	17.16	18.14	19.15	20.21	21.33	22.51
23	17.59	18.58	19.62	20.71	21.84	23.05
24	18.05	19.03	20.09	21.19	22.42	23.66
25	18.49	19.51	20.60	21.76	22.94	24.22
26	18.94	20.00	21.13	22.29	23.55	24.84
27	19.43	20.50	21.61	22.86	24.12	25.44
28	19.89	21.02	22.17	23.46	24.74	26.09
29	20.43	21.54	22.73	24.02	25.38	26.76
30	20.92	22.07	23.30	24.61	25.99	27.43
31	21.42	22.66	23.88	25.21	26.62	28.09
32	21.98	23.21	24.50	25.88	27.33	28.82
33	22.54	23.78	25.09	26.50	27.98	29.52
34	23.08	24.39	25.73	27.16	28.70	30.27
35	23.66	24.99	26.37	27.85	29.40	31.01
36	24.26	25.61	27.04	28.54	30.14	31.80
37	24.83	26.28	27.73	29.26	30.89	32.59
38	25.49	26.74	28.41	29.98	31.67	33.43
39	26.13	27.58	29.12	30.74	32.48	34.25
40	26.77	28.27	29.82	31.53	33.25	35.90
41	27.44	28.96	30.59	32.28	34.09	35.98
42	28.15	29.70	31.34	33.14	34.94	36.85
43	28.81	30.42	32.14	33.94	35.84	37.80
44	29.56	31.21	32.95	34.78	36.74	38.77
45	30.29	31.98	33.78	35.68	37.66	39.72
46	31.07	32.79	34.64	36.56	38.58	40.70
47	31.83	33.61	35.51	37.44	39.54	41.73
48	32.64	34.48	36.39	38.43	40.54	42.76
49	33.44	35.30	37.28	39.38	41.56	43.83
50	34.28	36.19	38.22	40.35	42.61	44.96



HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT
HUMAN RESOURCES DEPARTMENT

15959 E. GALE AVENUE • CITY OF INDUSTRY, CA 91716 • (626) 933-3830 • (626) 855-3594

PROFESSIONAL GROWTH COURSE APPROVAL FORM

ONE COURSE PER FORM

An official course description must be attached for advance and/or final approval. Requests for final approval will only be accepted with an official transcript or document verifying your attendance. You will not be granted credit toward a Professional Growth increment until you submit this form with the proper documents. Failure to secure a prior approval (before you enroll in the course) leaves you subject to denial of credit for work completed. Upon approval, a copy of this form will be returned to you for your records. For specific information regarding the Professional Growth Program, refer to Article X of the current SEIU Agreement.

SECTION I - EMPLOYEE INFORMATION

Name:
Classification: Work Phone #:

SECTION II - COURSE INFORMATION

School/Institution: Dept.: Course Title: Course #:
If offered by a college, number of Semester Units, or Quarter Units:
Otherwise, indicate number of required attendance hours:
Start Date: End Date:

Briefly state why this course is related to your current job and/or plans for promotion:

EMPLOYEE SIGNATURE DATE

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HUMAN RESOURCES USE ONLY

[ ] Advance approval is GRANTED for points. [ ] Advance approval not requested
[ ] Advance approval is DENIED because:

Comments:
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES DATE

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[ ] Final approval is GRANTED for points, effective:
[ ] Final approval is DENIED because:

Comments:
ASSISTANT SUPERINTENDENT, HUMAN RESOURCES DATE