

Tentative Agreement Between the Board of Education
and the
Service Employees International Union, Local 99
December 11, 2019

ARTICLE II

Term

- 2.1 This agreement is effective July 1, ~~2017~~ **2019**, unless specified elsewhere in this contract, and shall remain in full force and effect up to and including June 30, ~~2019~~ **2022**, 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
- Bus Driver Trainer (pending unit modification)**
- 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
Police and Safety Communications Specialist (pending unit modification)
Purchasing Supervisor
Reprographics Supervisor
School Office Manager **II** (~~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 III

Union Rights

- 5.13 Within a reasonable period of time after execution of this agreement, **the incorporation of the agreed upon changes to this agreement shall be reviewed by the parties.** The district shall post the negotiated agreement on the district's website, <http://www.hipschools.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 VII

Transfers

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 **unless waived by the employee.**

ARTICLE VIII

Salary/Work Periods/Overtime

- 8.1 ~~A five percent increase (5%) over two years. Two and a half percent (2.5%) increase on schedule effective July 1, 2017 for the 2017-2018 school year. Two and a half percent (2.5%) increase on schedule effective July 1, 2018 for the 2018-2019 school year.~~

A six percent (6%) increase for 2019-2020 effective July 1, 2019. Three percent (3%) increase on schedule effective July 1, 2020 for the 2020-2021 school year. Three percent (3%) increase on schedule effective July 1, 2021 for the 2021-2022 school 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	\$1125
25	\$1,350	\$1500
30	\$1,687	\$1875

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 7/1/2015)	35-40 hours per week Performance Incentive (Increases effective 7/1/2018)
10	\$270	\$335
15	\$610	\$675
20	\$915	\$980
25	\$1,215	\$1,280
30	\$1,520	\$1,585

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 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 workweek.

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 **of at least one half hour**.

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.

Effective March 1, 2016, a bilingual stipend of \$300.00 per year shall be provided to unit members who are certified Bilingual (oral Spanish or Mandarin only) by the Personnel Commission and provide second language services in the performance of their duties and responsibilities as HLPUSD employees. A Bi-literate stipend of \$350.00 per year shall be provided to unit members, who are certified Bi-literate (written Spanish or Mandarin only) by the Personnel Commission and provide second language services in the performance of their duties and responsibilities as HLPUSD employees. Total compensation for unit members shall not exceed \$650 per unit member for both Bilingual and Bi-literate (oral and written) certifications.

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
Police and Safety Communications Specialist
School Office Manager II (~~excluding elementary schools~~)
~~Secretary I (supervisory)~~
Secretary II
Senior Campus Security Officer

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 determine and 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

14.11 **Parental Leave:** The district will comply with state and federal laws and regulations regarding parental leave. Notwithstanding any other law, during each school year, a classified employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. The 12-workweek period of parental leave shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave. An employee shall not be provided more than one 12-workweek period for parental leave during any 12-month period. Parental leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12945.2 of the Government Code. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.

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 ~~70~~ 60 working days.

ARTICLE XV

Safety

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. Bus Driver Trainer (pending unit modification)**
- L. Police and Safety Communications Specialist (pending unit modification)**
- M. Police Officer

15.3.3 Unit members (A-L) shall be furnished with a complete set of uniforms within thirty (30) days of starting their employment in the classification. **The complete uniform for cafeteria managers consists of a polo shirt.** 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.

Service Employees International Union, Local 99

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