

**HACIENDA LA PUENTE UNIFIED SCHOOL DISTRICT**  
15959 East Gale Avenue City of Industry, CA 91745  
<http://www.hlpusd.k12.ca.us>  
(626) 933-1000

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

**AND**

**SERVICE EMPLOYEES INTERNATIONAL UNION**  
**LOCAL 347 AFL-CIO**

**July 1, 2005 – June 30, 2008**

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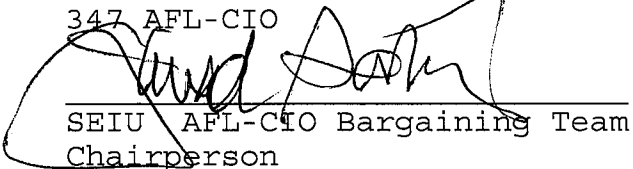
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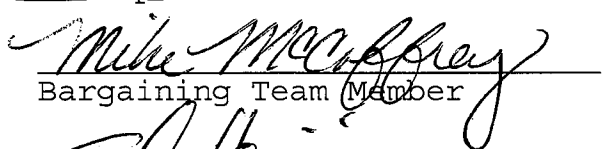
Article I

Agreement

This is an agreement made and entered into this **19th day of January, 2006** 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 347 AFL-CIO (hereinafter referred to as "union", an employee organization.)

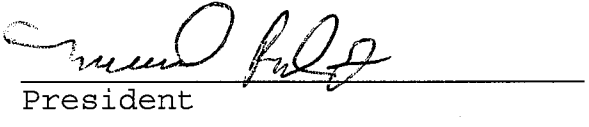
For the Service Employees  
International Union Local  
347 AFL-CIO

  
SEIU AFL-CIO Bargaining Team  
Chairperson

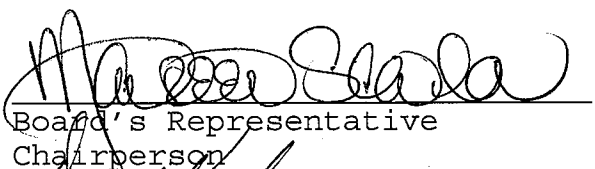
  
Bargaining Team Member

  
Bargaining Team Member

  
Bargaining Team Member

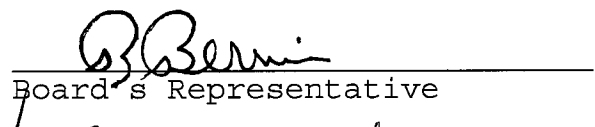
  
President

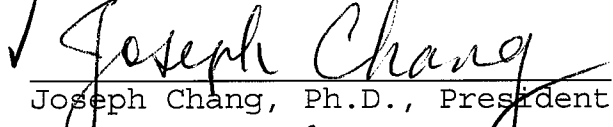
For the Board of Education

  
Board's Representative  
Chairperson

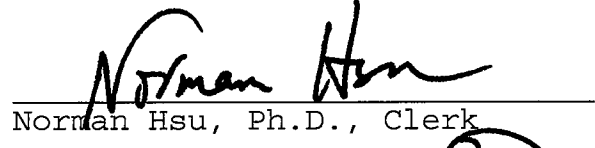
  
Board's Representative

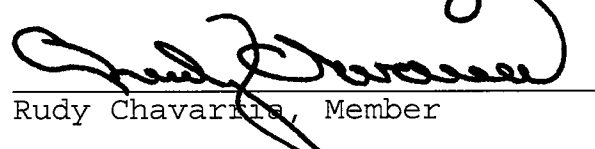
  
Board's Representative


  
Board's Representative

  
Joseph Chang, Ph.D., President

  
Anita Perez, Vice President

  
Norman Hsu, Ph.D., Clerk

  
Rudy Chavarria, Member

  
Sandy Johnson, Member

## ARTICLE II

### Term

- 2.1 This agreement is effective **July 1, 2005**, unless specified elsewhere in this contract and shall remain in full force and effect up to and including **June 30, 2008**, 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 salary and benefits.**

## Article III

### Recognition

- 3.1 The Service Employees International Union Local 347 AFL-CIO bargaining unit shall consist of certain employees in the classified supervisory class titles as certified by the Public Employment Relations Board\* on April 1, 1998, and excludes all other district employees.

Accounting Supervisor  
Adult School Office Manager  
Budget Supervisor  
Bus Driver Trainer  
Cafeteria Manager I  
Cafeteria Manager II  
Cafeteria Manager III  
Cafeteria Supervisor  
Clerical Supervisor  
Computer Field Service Supervisor  
Computer Operations Manager  
Correctional Ed. Office Manager  
Correctional Secretary II  
Custodial Supervisor  
Financial Analyst  
Grounds Supervisor  
Maintenance Supervisor  
Mechanic Supervisor  
Operations Supervisor  
Payroll Supervisor  
Police Officer  
Police Sergeant  
Reprographics Supervisor  
School Office Manager (excluding elementary schools)  
Secretary, Child Development  
Secretary I (supervisory)  
Secretary II  
Senior Buyer  
Senior Custodian  
Senior Campus Security Officer  
Transportation Supervisor  
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 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.
- 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 employees 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 employee mailboxes, shall include the name of the organization sending the communication, the date of distribution, and the name of the union president.
- 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 district shall provide the union with up to ten (10) days of release time each school year for use by the union president 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.
- 5.7 Representatives of the union shall not contact employees 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.

- 5.8 A written list of association 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.
- 5.9 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.
- 5.10 **The union and the Board agree that neither party shall practice unlawful discrimination against any employee 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 his/her political opinion or affiliation with the union.**
- 5.11 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.
- 5.12 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.k12.ca.us>). A hard copy of the negotiated agreement will be available at each district site for employee 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.

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 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 superintendent 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 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

Salary/Work Periods/Overtime

- 7.1 The parties agree to a **two percent (2%)** increase on the salary schedule **for 2004-05 and a two percent (2%) increase on the salary schedule for 2005-06, a total of four (4%)** effective **July 1, 2005.**
- 7.2 Service recognition stipends will be granted to all eligible employees according to the following schedules. Service stipends will be based on an employee's number of years of service and their current hours per week.

| After Years of Service | 35-40 hours per week | 20-34.99 hours per week | 10-19.99 hours per week |
|------------------------|----------------------|-------------------------|-------------------------|
| 10                     | \$335                | \$223                   | \$112                   |
| 15                     | \$669                | \$335                   | \$223                   |
| 20                     | \$1,003              | \$669                   | \$335                   |
| 25                     | \$1,337              | \$1,003                 | \$446                   |

- 7.3 Unit members will be paid according to the salary schedules attached as Appendix A. Initial placement on the salary schedule shall be determined by the district.
- 7.4 A complete year of service will be accepted when an employee works for at least seventy-five percent (75%) of the number of days of the employee's regular work year.
- 7.5 Only time served in paid status in the district shall apply toward years of service.
- 7.6 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.

- 7.7 The district will process voluntary payroll deductions for eligible employees 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.

7.8 WORKDAY AND WORK WEEK

- 7.8.1 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. The district may direct a 4/40 work week.

- 7.8.2 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.

- 7.8.3 All employees 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.

7.9 OVERTIME DEFINED

- 7.9.1 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.

- 7.9.2 Overtime must be authorized in writing by the administrator prior to being performed by any employee.

7.9.3 Under no circumstances will employees work overtime unless they have received prior approval from the administrator. It must be clearly understood by all employees 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 administrator.

7.10 COMPENSATION FOR OVERTIME

7.10.1 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. At the discretion of the district, 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.

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

7.11 STAND-BY PAY

7.11.1 **Employees, who are assigned stand-by (on call) for after hours weekday or weekend response and who are not called back to work, shall receive one-hour pay at their regular hourly rate per weekday on call, and two-hours pay at their regular hourly rate per weekend day on call. This stand-by pay is not in addition to wages paid if the employee is called out to work.**

## Article VIII

### Health and Welfare Insurance Benefits

- 8.1 Medical, dental, vision and life insurance coverage is available through the district. **The maximum district contribution on behalf of an employee whose assignment is thirty-five (35) hours or more per week on a regular, continuous basis will be \$9,000 per calendar year.** The employee may enroll for coverage during the first month he/she qualifies for coverage.
- 8.2 The district will provide, for eligible members, a \$25,000 Life Insurance Policy.
- 8.3 The president of the Service Employees International Union, Local 347 AFL-CIO 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 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
- 8.4 The district will allow eligible union members to enroll in the State Disability Insurance program, with the employee paying the entire premium cost.
- 8.5 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:
- 8.5.1 Employees 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 8.5.2, by remitting in advance two payments for the total annual cost of such

benefit program.

- 8.5.2 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.
- 8.5.3 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 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. 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.
- 8.5.4 Employees 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.
- 8.5.5 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.

## 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 union thirty (30) 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 union within thirty (30) 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.
- 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.
- 9.4 "Length of service" shall be based on the date of hire in a classification.
- 9.5 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.
- 9.6 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 X

### Performance Evaluations

#### 10.1 WHEN EVALUATIONS ARE TO BE MADE

- 10.1.1 All regular classified employees shall be evaluated by their immediate supervisor in accordance with the following schedule:
- 10.1.2 Probationary employees and promoted employees still on probation: By the end of their first month, by the end of their third month, and by the end of their fifth month.
- 10.1.3 Permanent employees: At least once each year, no later than May 31. Should the district fail to meet the prescribed time line, the evaluation shall not be filed in the employee's personnel records without their express consent.

#### 10.2 WHO MAKES EVALUATIONS

- 10.2.1 Each administrator under whom the 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.

#### 10.3 PROCEDURE TO BE FOLLOWED

- 10.3.1 Performance evaluation reports shall be made on adopted forms and shall be prepared by the employee's administrator.
- 10.3.2 The administrator 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.
- 10.3.3 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

May 31. Upon the employee's return to duty, the administrator shall schedule a meeting to discuss the evaluation with the employee.

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

#### 10.4 SPECIAL EVALUATIONS

10.4.1 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 administrator 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 XI

### Holidays

11.1 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
- Friday of Spring Break
- Washington's Birthday
- Memorial Day

11.2 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.

11.3 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 XII

### Leaves

#### 12.1 LEAVES

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

#### 12.2 VACATION

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

12.2.1.1 For one (1) year through the completion of five(5) years, one (1) day of vacation will be earned per month worked.

12.2.1.2 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.

12.2.1.3 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.

12.2.1.4 For sixteen (16) years through the completion of the twentieth year, one and three-fourths(1 3/4) days of vacation will be earned per month worked.

12.2.1.5 For twenty-one (21) years and over, two (2) days of vacation will be earned per month worked.

12.2.2 In each fiscal year any employee who has accrued the maximum amount of vacation that can be earned in a year will be ineligible to earn any additional vacation credit until the

vacation balance drops below the annual maximum.

- 12.2.3 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 which shall provide for signed approval by the supervisor(s). Vacation schedules shall be prepared by the administration.
- 12.2.4 The rate at which vacation is paid shall be the employee's current rate.

### 12.3 PAID SICK LEAVE

- 12.3.1 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.
- 12.3.2 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.
- 12.3.3 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.
- 12.3.4 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.
- 12.3.5 Part-time employees shall earn sick leave time and be paid benefits in proportion to service rendered.
- 12.3.6 The employee employed late or resigning early

shall have sick leave prorated in proportion to service period rendered.

- 12.3.7 Effect on Benefits: In order to receive compensation while absent on sick leave, the employee must notify his supervisor of his absence within the first working hour of the first day absent. 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 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.

- 12.3.8 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 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.

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 position, he will be placed on a reemployment list for a period of 39 months.

#### 12.4 TEMPORARY DISABILITY DUE TO PREGNANCY

12.4.1 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.

12.4.2 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.

12.4.3 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 39 months in the same manner as if she were laid off for lack of work or lack of funds.

## 12.5 INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE

- 12.5.1 Leaves resulting from an industrial accident or industrial illness shall be granted to union members in accordance with the provisions of this article.
- 12.5.2 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 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.
- 12.5.3 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 shall be for not more than 70 working days.
- 12.5.4 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.
- 12.5.5 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 Workers' Compensation Fund.

- 12.5.6 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 Workers' Compensation Fund.
- 12.5.7 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 36 months for any one industrial accident or industrial illness.
- 12.5.8 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 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.
- 12.5.9 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 a paid or unpaid leave of absence.
- 12.5.10 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 was on leave for a period not to exceed 39 months.

12.5.11 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 former status and time basis, and in assignment areas in which the employee has made himself available.

12.5.12 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 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 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.

12.5.13 Final allowance for permanent industrial disability settlements shall not be subject to

remittance to the district under this article.

## 12.6 BEREAVEMENT LEAVE

12.6.1 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.

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) |                             |

## 12.7 JURY DUTY

12.7.1 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.

12.7.2 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.

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

12.8 PERSONAL NECESSITY LEAVE

12.8.1 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. Leave shall be drawn from sick leave benefits. 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.

12.8.2 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.

12.8.3 The employee may also use personal leave for the following reasons after having received advance permission from the personnel 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 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 days.

Personal leave of two 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.

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

12.8.5 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 days if they were unable to submit one prior to the

leave for those leaves that do not require advance permission.

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

## 12.9 CATASTROPHIC LEAVE

- 12.9.1 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.
- 12.9.2 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.
- 12.9.3 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.

## 12.10 Family Care and Medical Leave

The district will comply with state and federal laws and regulations regarding Family Care and Medical Leave. Family Care and Medical Leave shall be coordinated with other leaves available under this agreement as permitted by law.

- 12.10.1 Definition: Family Care and Medical Leave is granted to an eligible employee for the following reasons:

- 12.10.1.1 Because of the birth of a child of the employee or placement of a child with the employee in connection with the adoption or foster care of the

child by the employee.

12.10.1.2 To care for the employee's child, parent or spouse with a serious health condition. A serious health condition means an illness, injury, impairment, physical or mental condition that involves either of the following: (1) inpatient care in a hospital, hospice or residential health care facility; or (2) continuing treatment or continuing supervision by a health care provider.

12.10.1.3 Because of the employee's own serious health condition that makes him/her unable to perform the functions of his/her position. A serious health condition means an illness, injury, impairment, physical or mental condition that involves either of the following: (1) inpatient care in a hospital, hospice or residential health care facility; or (2) continuing treatment or continuing supervision not to include leave taken for disability on account of pregnancy, childbirth or related medical conditions.

12.10.2 Employee Eligibility: To qualify for Family Care and Medical Leave an employee must have at least 12 months of service with the district, and must have worked a minimum of 1,250 hours with the district during the previous 12-month period.

12.10.3 Length of Leave: Leave may be granted up to 12-work weeks during any 12-month period to eligible employees.

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. If both parents of the child work for the district, the Family Care and Medical Leave related to the birth or placement of the

child will be limited to a total of 12 weeks.

Leave related to the serious health condition of the employee or his/her child, parent or spouse may be taken intermittently or on a reduced leave schedule when medically necessary.

12.10.4 Compensation: Family Care and Medical Leave is an unpaid leave of absence. Employees may substitute paid sick leave for the unpaid Family Care and Medical Leave. However, paid leave may be substituted only to the extent that the employee would otherwise be eligible to take the leave.

12.10.5 Effect on Benefits: The district shall continue to provide an eligible employee on Family Care and Medical Leave, 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 Care and Medical Leave.

During the period when an employee is on Family Care and Medical Leave, 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.

12.10.6 Request Procedure: An employee shall request Family Care and Medical Leave in writing on the district application for Family Care and Medical Leave. The district application is available in the Human Resources office. Request for Family Care 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.

A request by an employee for Family Care and Medical Leave 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.

- 12.10.6.1 The date on which the serious health condition began.
- 12.10.6.2 The probable duration of the condition.
- 12.10.6.3 If the employee is requesting leave to care for a child, parent or spouse with a serious health condition, the health care provider's certification of both of the following: (1) estimated amount of time the health care provider believes the employee needs to care for the child, parent or spouse; and (2) statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the child, parent or spouse.
- 12.10.6.4 If the employee is requesting leave because of his/her own serious health condition, the health care provider shall certify that due to the serious health condition, the employee is unable to perform the functions of his/her job.
- 12.10.6.5 If the employee is requesting leave for intermittent treatment or is requesting leave on a reduced leave schedule for planned medical treatment, the certification must

also state the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave.

12.10.7 Return to District Service: Employees who take Family Care and Medical Leave 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 Family Care and Medical Leave 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:

12.10.7.1 The employee is hired for a specific project or term and the project or term is over.

12.10.7.2 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.

12.10.7.3 The employee cannot perform the essential functions of his/her position because of a physical or mental condition.

## Article XIII

### Safety

13.1 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 GA-B, "Prohibition Against Sexual Harassment by Employees" and KN-B, "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.

## Article XIV

### Concerted Activities

- 14.1 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.
- 14.2 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 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 union, the union agrees in good faith to take all necessary steps to cause those employees to cease such action.
- 14.3 It is agreed and understood that any employee violating this article may be subject to discipline up to and including termination by the Board.
- 14.4 Any violation of this article will result in loss of pay and benefits.

## Article XV

### Effect of Agreement

- 15.1 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 XVI

### Conclusiveness of Agreement

16.1 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

| <u>CLASSIFICATION</u>                | <u>SALARY RANGE</u> | <u>CLASSIFICATION</u>                          | <u>SALARY RANGE</u> |
|--------------------------------------|---------------------|--|---------------------|
| <b><u>ACCOUNTING/FISCAL</u></b>      |                     | <b><u>LABOR/CRAFTS/TRADES</u></b>              |                     |
| Accounting Supervisor ✓              | 37-S                | Grounds Supervisor                             | 37-S                |
| Budget Supervisor ✓                  | 37-S                | Maintenance Supervisor ✓                       | 42-S                |
| Financial Anaylst                    | 49-S                | Mechanic Supervisor ✓                          | 37-S                |
| Payroll Supervisor                   | 37-S                | Reprographics Supervisor                       | 44-S                |
| <b><u>CLERICAL/SECRETARIAL</u></b>   |                     | <b><u>NETWORKS &amp; COMPUTER SERVICES</u></b> |                     |
| Adult School Office Manager ✓        | 24-S                | Computer Field Service Supervisor ✓            | 42-S                |
| Clerical Supervisor ✓                | 23-S                | Computer Operations Manager                    | 44-S                |
| Office Assistant, Senior             | 20-S                |  |                     |
| School Office Manager ✓              | 24-S                |  |                     |
| Secretary I ✓                        | 20-S                |  |                     |
| Secretary II ✓                       | 28-S                |  |                     |
| Secretary, Child Development ✓       | 24-S                |  |                     |
| <b><u>CORRECTIONAL EDUCATION</u></b> |                     | <b><u>PERSONNEL COMMISSION</u></b>             |                     |
| Correctional Ed Office Manager ✓     | 26-S                | Personnel Assistant                            | 28-S                |
| Correctional Secretary II            | 28-S                |  |                     |
| <b><u>CUSTODIAL</u></b>              |                     | <b><u>PURCHASING</u></b>                       |                     |
| Custodial Supervisor                 | 35-S                | Senior Buyer                                   | 35-S                |
| Operations Supervisor ✓              | 42-S                |  |                     |
| Senior Custodian                     | 28-S                |  |                     |
| <b><u>FOOD SERVICES</u></b>          |                     | <b><u>SECURITY</u></b>                         |                     |
| Cafeteria Manager I                  | 17-S                | Police Officer                                 | 38-S                |
| Cafeteria Manager II                 | 20-S                | Senior Campus Security Officer                 | 26-S                |
| Cafeteria Manager III                | 23-S                | Police Sergeant ✓                              | 49-S                |
| Cafeteria Supervisor                 | 39-S                |  |                     |
|                                      |                     | <b><u>STOREKEEPING/WAREHOUSE</u></b>           |                     |
|                                      |                     | Warehouse Supervisor ✓                         | 34-S                |
|                                      |                     | <b><u>TRANSPORTATION</u></b>                   |                     |
|                                      |                     | Bus Driver Trainer ✓                           | 28-S                |

## SEIU 4%

| Range | Step 1  | Step 2  | Step 3  | Step 4  | Step 5  | Step 6  |
|-------|---------|---------|---------|---------|---------|---------|
| 1     | 1510.08 | 1590.68 | 1678.56 | 1771.64 | 1870.96 | 1976.00 |
| 2     | 1540.24 | 1628.64 | 1719.64 | 1816.88 | 1917.76 | 2021.76 |
| 3     | 1582.88 | 1669.72 | 1762.80 | 1861.60 | 1963.52 | 2070.12 |
| 4     | 1623.44 | 1712.88 | 1808.04 | 1907.36 | 2013.96 | 2123.68 |
| 5     | 1663.48 | 1755.52 | 1852.76 | 1955.20 | 2064.40 | 2178.80 |
| 6     | 1701.96 | 1797.64 | 1899.04 | 2006.68 | 2117.44 | 2234.44 |
| 7     | 1746.16 | 1844.44 | 1944.80 | 2056.08 | 2167.36 | 2286.96 |
| 8     | 1788.80 | 1891.24 | 1995.76 | 2103.92 | 2220.40 | 2343.64 |
| 9     | 1834.04 | 1937.52 | 2044.64 | 2159.56 | 2277.08 | 2403.96 |
| 10    | 1877.72 | 1983.28 | 2096.64 | 2211.56 | 2332.20 | 2461.16 |
| 11    | 1927.12 | 2038.40 | 2148.12 | 2267.20 | 2393.56 | 2524.60 |
| 12    | 1978.08 | 2085.20 | 2202.72 | 2324.40 | 2452.84 | 2587.52 |
| 13    | 2021.76 | 2139.28 | 2255.24 | 2380.56 | 2514.20 | 2654.60 |
| 14    | 2070.12 | 2190.76 | 2313.48 | 2442.96 | 2578.16 | 2718.04 |
| 15    | 2125.76 | 2244.84 | 2371.20 | 2503.28 | 2642.12 | 2786.68 |
| 16    | 2181.40 | 2297.36 | 2429.44 | 2564.64 | 2705.04 | 2854.28 |
| 17    | 2234.44 | 2356.12 | 2490.80 | 2629.64 | 2772.12 | 2925.52 |
| 18    | 2291.64 | 2417.48 | 2554.24 | 2693.60 | 2845.44 | 2999.88 |
| 19    | 2350.92 | 2479.36 | 2617.16 | 2763.28 | 2913.56 | 3074.24 |
| 20    | 2406.56 | 2535.52 | 2681.12 | 2829.84 | 2987.92 | 3151.72 |
| 21    | 2467.92 | 2604.16 | 2747.68 | 2900.04 | 3061.76 | 3231.80 |
| 22    | 2525.64 | 2669.68 | 2818.40 | 2974.40 | 3140.28 | 3312.92 |
| 23    | 2591.16 | 2734.16 | 2887.04 | 3047.72 | 3218.28 | 3394.04 |
| 24    | 2656.16 | 2802.80 | 2957.76 | 3120.52 | 3300.44 | 3481.92 |
| 25    | 2722.20 | 2870.92 | 3032.12 | 3202.68 | 3377.40 | 3565.12 |
| 26    | 2789.28 | 2943.72 | 3110.12 | 3280.68 | 3466.32 | 3657.16 |
| 27    | 2860.00 | 3018.08 | 3182.40 | 3364.40 | 3550.56 | 3746.60 |
| 28    | 2929.16 | 3095.56 | 3265.60 | 3450.20 | 3642.08 | 3842.28 |
| 29    | 3007.16 | 3170.44 | 3347.76 | 3537.04 | 3734.64 | 3939.52 |
| 30    | 3080.48 | 3250.52 | 3431.48 | 3622.32 | 3825.64 | 4037.28 |
| 31    | 3153.28 | 3335.28 | 3515.20 | 3711.76 | 3920.80 | 4135.04 |
| 32    | 3233.36 | 3415.88 | 3604.64 | 3808.48 | 4022.20 | 4242.68 |
| 33    | 3314.48 | 3500.64 | 3694.08 | 3900.52 | 4119.96 | 4347.20 |
| 34    | 3398.72 | 3591.64 | 3789.24 | 3998.80 | 4226.04 | 4456.92 |
| 35    | 3483.48 | 3677.44 | 3882.32 | 4098.64 | 4327.96 | 4565.60 |
| 36    | 3570.32 | 3769.48 | 3981.12 | 4202.64 | 4437.68 | 4682.08 |
| 37    | 3656.12 | 3863.60 | 4081.48 | 4307.16 | 4548.44 | 4798.56 |
| 38    | 3752.32 | 3937.44 | 4182.88 | 4413.76 | 4661.28 | 4920.76 |
| 39    | 3846.44 | 4060.68 | 4286.88 | 4526.60 | 4780.36 | 5043.48 |
| 40    | 3940.04 | 4162.08 | 4393.48 | 4643.08 | 4894.76 | 5164.64 |
| 41    | 4040.40 | 4264.00 | 4502.68 | 4752.28 | 5021.12 | 5296.20 |
| 42    | 4141.80 | 4372.16 | 4615.52 | 4878.12 | 5144.88 | 5426.20 |
| 43    | 4241.64 | 4479.28 | 4729.40 | 4996.16 | 5274.88 | 5565.04 |
| 44    | 4352.92 | 4593.68 | 4851.08 | 5120.44 | 5408.52 | 5705.96 |
| 45    | 4457.96 | 4708.08 | 4973.28 | 5252.00 | 5542.68 | 5848.44 |
| 46    | 4573.40 | 4828.20 | 5099.64 | 5382.52 | 5681.00 | 5991.96 |
| 47    | 4687.80 | 4947.28 | 5226.52 | 5513.04 | 5822.96 | 6143.80 |
| 48    | 4805.84 | 5074.16 | 5354.96 | 5656.04 | 5969.08 | 6297.20 |
| 49    | 4923.36 | 5196.36 | 5486.52 | 5794.88 | 6117.80 | 6453.72 |
| 50    | 5046.60 | 5328.44 | 5626.92 | 5940.48 | 6271.20 | 6617.00 |