

Tentative Agreement Between the Board of Education and the Service Employees
International Union Local 99

December 2, 2022

Article I

AGREEMENT

This is an agreement made and entered into this **2nd day of December 2022**, 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:**

SEIU Bargaining Team
Chairperson

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

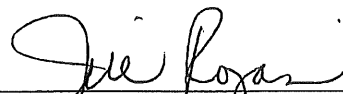
Bargaining Team Member

Michael
Haberberger

SEIU Chief Negotiator

Digitally signed by Michael Haberberger
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Date: 2022.12.05 13:39:31 -0800

For the Board of Education:



Board's Representative
Chairperson

Board's Representative

Board's Representative

Board's Representative

Board's Representative

Board's Representative

Board's Representative

Jeffrey De La Torre, President

Christine Salazar, Vice President

Dr. Joseph K. Chang, Clerk

Anthony Duarte, Member

Stephanie Serrano, Member

(Board members and positions are subject to change due to the recent elections)

ARTICLE II

Term

- 2.1 This agreement is effective July 1, 2022, unless specified elsewhere in this contract, and shall remain in full force and effect up to and including June 30, 2025, 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 2023-2024 and 2024-2025 years there will be a general reopener on two articles each for the union and the district, Salary/Work Periods/Overtime and Health and Welfare Insurance will be renegotiated in each of those years.**

Article VIII

SALARY/WORK PERIODS/OVERTIME

8.1 **A four percent (4%) increase for 2022-2023 effective July 1, 2022.**

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.

8.3 Bargaining unit members earning a satisfactory or better rating in Performance Factors (1-8) on the annual evaluation form (#1830) shall receive a "Performance Incentive", **based on years of service.**

After Years of Service	35-40 hours per week Performance Incentive
10	\$335
15	\$675
20	\$980
25	\$1,280
30	\$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.

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, will be linked to the unit member earning a satisfactory or better rating in Performance Factors (1-8) on the annual evaluation form.

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 lunch period **of at least one-half hour.**

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, 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.

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.

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
Nutrition Services Supervisor
Payroll Supervisor
Personnel Assistant
Police Officer
Police and Safety Communications Specialist
School Office Manager II
Secretary II
Senior Campus Security Officer

~~A one time stipend of five hundred dollars (\$500) per employee will be given for extra hours worked between January 4th, 2022 through February 15th, 2022.~~

HLPUSD and SEIU Local 99

Article VIII

SALARY/WORK PERIODS/OVERTIME

8.14 A one-time stipend of five hundred dollars (\$500) per employee will be given to those who were employed between January 4th, 2022 through February 15th, 2022.

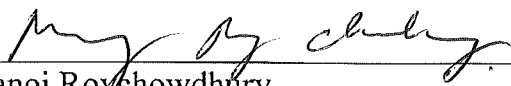
Service Employees International Union, Local 99

Michael
Haberberger

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Local 99, ou=Chief Negotiator,
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Michael Haberberger
SEIU Chief Negotiator

Hacienda La Puente Unified School District


Manoj Roychowdhury
Assistant Superintendent, Business Services

Joyce Garcia
Joyce Garcia
SEIU Local 99 Chief Steward

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 **\$12, 900.00** per calendar year, effective July 1, 2022. The employee may enroll for coverage during his/her first month of employment or during the first month he/she qualifies for coverage.
- 9.2 The district will provide, for eligible members, a \$70,000 Life Insurance Policy.
- 9.3 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 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 unit members
 - Recommend to the Board of Education the health, dental and vision plans for all benefit-eligible unit members.
- 9.4 The district will allow eligible unit members to enroll in the State Disability Insurance program, with the employee paying the entire premium cost.
- 9.5 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:
- 9.5.1 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 **9.5.2**, by remitting in advance two payments for the total annual cost of such benefit program.
- 9.5.2 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.

- 9.5.3 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.
- 9.5.4 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.
- 9.5.5 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.
- 9.6 Health benefits for survivors of a bargaining unit member who had been with the district for a minimum of five years and who had health benefits shall be provided by the district at the rate of one month for each three years of service, limited to a maximum of six (6) months.
- 9.7 During the 2017-2018 Open Enrollment period, benefit eligible unit member shall elect from a two-tiered medical benefit option: "Self-Only" (employee only) or "Other than self-only" (employee plus 1 or more dependents). **Effective** July 1, 2017, only a two-tiered, medical benefit option shall be offered. The District and the Union shall develop a Memorandum of Understanding (MOU on the Maximum District Health and Welfare Contribution. In the event the "Excise Tax" component of the affordable Care Act is repealed, the parties agree to meet and confer within sixty (60) days.

Article XI

DECREASE OF ASSIGNMENT

- 11.1 Any decrease of assignment or layoff **for permanent classified employees** due to lack of work or lack of funds shall be made known to the **affected employees** in writing **no later than March 15 that their services will not be required for the following school year. After receiving notice, permanent classified employees have a right to request a hearing to determine if there is cause for not re-employing them for the following school year. An Administrative Law Judge will conduct the classified layoff hearing and prepare a proposed decision. The proposed decision must be provided to affected employees by May 7 of the year in which the proceeding is commenced. However, the Board of Education retains the right to make the final determination as to the sufficiency of the cause and disposition. Employees must be given final notice of their layoff before May 15.**
- 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 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.
- 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 Permanent employees laid off for lack of work or lack of funds are eligible for reemployment for a period of 39 months and shall be reemployed in preference to new applicants. (Ed. Code § 45298; see also §§ 45308 and 45114.)**
- 11.6 Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present positions rather than be reclassified or reassigned, shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of up to 24 months; provided that the same tests of fitness under which they qualified for appointment to the class shall still apply.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, 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 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

Juneteenth

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 the Winter Break.

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 year 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 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 employee 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 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 is able to resume assigned duties and, if the leave has been for more than 20 working days, provided that 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.

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 childcare, child rearing, or preparation of childbearing, 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: A 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.

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 the provisions of the Workers' Compensation Fund shall be granted paid industrial and accident benefits for each such accident or illness while receiving temporary from Workers' Compensation Fund provided that the superintendent or his designed representative has determined that the illness or injury was directly related to the performance of his duties or, if contested by the district, it is ultimately determined to be work connected.

- 14.5.3 Paid industrial accident leave shall be granted as indicated in the employee 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 **60** 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 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 36 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 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 employment 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 was on leave for a period not to exceed 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 is defined as an assignment to the employee's former class, in his former status and time basis, and in assignment areas in which the employee has made himself available.

- 14.5.12 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 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 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 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 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 connection with the bereavement.

Members of immediate family means:

Brother (Stepbrother)	Husband
Brother-in-law	Legal guardian of employee
Daughter (Stepdaughter)	Mother (Stepmother)
Daughter-in-law of employee	Mother-in-law
Father (Stepfather)	Registered Domestic Partner
Father-in-law	Sister (Stepsister)
Foster children	Sister-in-law

Grandmother
Grandfather
Grandchild of employee (or spouse)

Son (Stepson)
Son-in-law of employee
Wife

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
Bus Driver Trainer

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
Nutrition 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 a controlled substances test or alcohol test for those in safety sensitive classifications for random, post-accident or reasonable suspicion.

Drug Testing Procedures:

1. Employees designated as safety sensitive, and who drive a district vehicle shall be drug tested randomly, under reasonable suspicion, or post-accident.

2. There shall be two separate testing pools for random drug testing purposes. Employees requiring a Commercial Driver's license and employees listed as "Safety Sensitive."
3. Safety Sensitive classifications for random drug testing shall be made one (1) time per quarter during the HLPUSD fiscal year.'
4. The district shall use a third-party agency to randomly select employees and conduct drug testing for said employees.
5. Non-DOT Employees shall have 6 hours during their work hours to produce a urine sample. Employees listed as "Safety Sensitive" and who operate commercial vehicles will have 3 hours during their work hours to produce a urine sample per DOT standard.
 - a. If at the end of the allotted time period, the employee has not produced a proper sample, the employee may:
 - i. Request that a medical professional provide a drug test via another method (i.e., blood sample, etc.) and provide an evaluation of a negative drug test to the medical research officer (MRO) within five working days: or
 - ii. Inform the medical professional that their failure to produce constitutes a positive test.
6. Selection of employees, test results, and medical information obtained for the purpose of drug testing shall be confidential and the district will not provide the information to other district employees beside district administrator, supervisors, and the District designated representative.
7. Proposal – Disciplinary Action

Voluntary Admission: Any employee who voluntarily informs the District of a substance abuse addiction shall be afforded rehabilitative resources to aid the employee in recovery to be completed using sick leave, vacation and/or unpaid leave. Upon verified completion of an approved rehabilitative program, the employee must provide the District with verification of completion culminating with a negative drug/alcohol test. The employee may be subjected to random drug testing during their entire employment with the District. The employee shall not be subject to disciplinary action based on their voluntary admission unless the employee does not complete the entire rehabilitation process outlined in this section.

Positive Test Results: Any employee subjected to random, reasonable suspicion, or post-accident drug testing methods and who is determined to have a positive test result, shall be subject to disciplinary action, up to and including dismissal.

Positive test results include refusal to test, deliberate interference with the testing process, and failure to produce a sample without a medically verifiable reason.

Employees with a medically verifiable reason should provide a doctor's note to the District. Upon verification of a medical reason, the medical professional shall determine an alternate method for drug testing.

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 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.

15.2.3 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.

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

15.2.5 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. Bus Driver Trainer**
- L. Police and Safety Communications Specialist**
- M. Police Officer
- N. Nutrition Services Supervisor**

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 and Police and Safety Communication Specialist 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.

Police Officers (M) shall receive a uniform and cleaning/maintenance and shoe allowance in the amount-\$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, Plant Supervisor, **Senior Security Officer**, Nutrition Services 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 \$150 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 \$150 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 ~~\$60.00~~ \$150 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 \$150 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 workplace 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-**must** return used/obsolete uniforms to Police and Safety for proper disposal.