

Collective Bargaining Agreement  
between  
the Hayward Unified School District  
and  
Service Employees International Union,  
Local 1021  
Maintenance & Operations SAFECO  
Unit

2019-2022



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# **ARTICLE 1 RECOGNITION**

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The Hayward Unified School District (hereafter referred to as "District") hereby acknowledges that SEIU Local 1021 is the exclusive bargaining representative for all classified unit members holding those positions described in Appendix A, attached hereto and incorporated by reference as a part of this Agreement. All newly created positions, except those that lawfully are certificated, confidential or supervisory shall be assigned to an appropriate bargaining unit. The determination of management, confidential and supervisory unit members shall be made by the Governing Board. Disputed cases shall be submitted to PERB for resolution.

The Unit shall exclude the following positions:

- Substitute or limited-term positions
- Positions in other recognized units
- All positions designated as management, supervisory and confidential pursuant to the requirements of the Rodda Act (Government Code sections 3540 et seq.)

**ARTICLE 2**  
**SAVINGS PROVISION**

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A. If any provisions of this contract or any application thereafter to any Unit Member or group of the Unit Members is held to be contrary to law by a court of competent jurisdiction, such provisions or application would not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.

B. Replacement for Severed Provision

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) calendar days after such determination for the purpose of arriving at a replacement for such Article or Section, if appropriate.

### **ARTICLE 3**

### **DISTRICT RIGHTS**

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It is understood and agreed that the District retains all the customary and usual rights, powers, functions, and authority to control and manage and to discharge its obligations. Any of the rights, powers, or authority which the District had prior to the execution of this Agreement are retained except as those rights, powers, and functions or authority which are specifically abridged or modified by this Agreement or by any supplement to this Agreement arrived at through the process of collective bargaining. District reserved duties and rights include, but may not be limited to: determine its organization; direct the work of its Unit Members; determine the kinds and levels of service and the methods and means of providing them; lawfully contract out work; determine the number and kind of personnel required; maintain the efficiency of District operations; build, move or modify buildings and facilities; establish budget procedures and funding priorities; determine methods of revenue; determine the times and hours of operation; establish its educational policies, goals, and objectives; ensure the rights and educational policies, goals, and objectives; ensure the rights and educational opportunities of students; determine the curriculum; in addition the District and its designee retain the right to hire, assign, evaluate, terminate, and discipline Unit Members, except as limited by the Personnel Commission and/or this contract; and to modify or suspend this contract in case of emergency, which shall be defined as an act of God, such as fire, flood, earthquake, or other natural disaster or unforeseen nonfinancial circumstances that have a significant impact on the operations of the District. The declaration of emergency shall be a grievable matter.

## **ARTICLE 4 CONCERTED ACTIVITIES**

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It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or refusal or failure to perform job functions and responsibilities, or other interference with the operations of the District by the exclusive representative or its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

The exclusive representative recognizes the duty and obligation of its representative to comply with the provisions of this Agreement and to make every effort toward inducing all Unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by Unit Members who are represented by the exclusive representative, the exclusive representative agrees in good faith to take all reasonable and affirmative steps to cause Unit Members to cease such action.



**ARTICLE 5**  
**SUPPORT OF AGREEMENT**

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The District and the exclusive representative agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation and grievance processes. Therefore, it is agreed that the District and the exclusive representative will support this Agreement and that the exclusive representative, for its term, will not appear before the Governing Board to seek change or improvement in any matter subject to the meet and negotiation or grievance process except by mutual agreement of the District and the exclusive representative.

**ARTICLE 6**  
**NO DISCRIMINATION**

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- A. The District and the Union agree that no bargaining Unit Member shall be unlawfully discriminated against because of race, national origin, religious beliefs, political affiliations, age, sex, physical handicap, sexual preference, engaging in lawful Union activities or refusal to engage in lawful Union activities.
- B. The District and the Union agree that no Unit Member shall be subjected to unlawful harassment, including sexual harassment, in the course of the Unit Member's employment or related Union activities.
- C. Any alleged violation of this Article shall be subject to the grievance and arbitration provisions of this Agreement.

## **ARTICLE 7**

### **DUES DEDUCTION**

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- A. The District shall deduct from a represented employee's pay Union membership dues, initiation fees, premiums for Union sponsored insurance programs, political action funds, and other contributions, and any special membership assessments (collectively, "Contributions"), as established and as may be changed from time to time by the Union, upon submission by the Union of a Certification, in a form acceptable to the District, that for each employee for whom the Union has requested Contributions deductions, the Union has and will maintain a voluntary written authorization signed by each such employee and authorizing the Contributions deduction. The Union shall submit the Certification to the District by email to the Payroll Department. The District shall have fifteen (15) days following receipt of the Certification to begin the authorized deductions.
- B. For any employee for whom the Union cannot provide such a Certification, the District shall cease Contributions deductions until such time as the Union requests the District recommence Contributions deductions based on a new Certification provided by the Union.
- C. Except as otherwise provided in this Authorization for Deductions subsection, each pay period the District shall remit all sums so deducted to the Union within thirty (30) days of the deduction. With the remittance, the District will provide an electronic, malleable file containing the following information for each employee represented by the Union: name; DSW number; job type (for, e.g., full-time, part-time, temporary); bargaining unit; classification; department; work location; work, home, and personal cellular telephone numbers; personal email addresses if on file with the District; home address; rate of pay; hours worked in the preceding pay period that are the basis for a dues deduction amount, and any amount deducted.
- D. When the Union adjusts the level of Contributions, the Union shall provide written notice of the adjustment to the District by email to the Payroll Department. The District shall have thirty (30) days following receipt of the notice to implement the adjusted Contributions level.
- E. Except as otherwise provided in this Authorization for Deductions subsection, the District shall continue to deduct and remit Contributions until it receives the notice of revocation or change from the Union as provided in this subsection, or it receives an order from a court or administrative body directing the District to discontinue or change the deduction for one or more employees.
- F. The District shall not resolve disputes between the Union and represented employees concerning Union membership or Contributions deductions, or provide advice to employees about such matters. The District shall direct employees who have questions or concerns about Union Contributions to the Union. The District shall not send communications to bargaining unit employees regarding membership, dues, or related matters.

**ARTICLE 7**  
**DUES DEDUCTION**

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- G. Nothing in this Section shall be deemed to have altered the District's current obligation to make insurance program or political action deductions when requested by the employee.
  
- H. In order to protect bargaining unit employees from harassment or invasion of privacy, the District shall immediately notify the Union of any third party requests for contact, biographical and/or demographic information about the bargaining unit employees. The District shall promptly provide the Union a copy of the request and any materials submitted with the request.
  
- I. The Union shall indemnify and save harmless the District from and against any and all loss, damages, costs, claims, demands, actions, suits, and judgments, arising out of any action relating to this provision.

## **ARTICLE 8 UNION RIGHTS**

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- A. There may be a Union representative at each school and work site where members of the Unit are employed.
- B. District Board Policies will be available to the Union. When a new policy is enacted, a copy will be provided to the Union.
- C. The Superintendent and/or designee and representatives of the Union shall meet, if necessary, at the request of either party, once a month to discuss matters relating to this Agreement and matters of concern to the Superintendent and/or designee and the Unit Members.
- D. The Union may use areas designated by the District of each school building for Union meetings and functions by making application in advance to the school administrator, or their designee and by conforming to the Board's rules and regulations regarding the use of school buildings which are applicable to all organizations eligible to make use of such facilities. The parties agree and understand that, except as specifically provided in this Agreement, Union activity, including Union meetings, shall not occur during Union Members' work time.
- E. The Union shall have the right to post notices of its organizational activities on bulletin boards designated by the building administrator. Copies shall be immediately submitted to the building administrator.
- F. The Union shall have the right to use interoffice mail for lawful Union business as long as it does not hinder regular routines.
- G. The Union shall have the right to be supplied with complete seniority lists by classification and total hours worked of all Unit Members, as they exist, at least once each year but no later than April 30.
- H. The Union shall have the right to receive one copy of any budget and non-confidential material submitted at any time to the Governing Board in a public meeting. Both parties have the right to review at all reasonable times any non-confidential material in the possession of or produced by the District or the Union necessary for the Union and the District to fulfill their lawful obligations under the Open Meetings Act (Brown Act).
- I. The District shall provide for a reasonable amount of release time to the Union for meeting and negotiating to not more than eight (8) Union Members.
- J. The Union shall notify the District immediately upon election of the Union officers and stewards, and if changes are made, the Union will notify the District of them as soon as possible.
- K. Subject to the provisions of Section 8.D, the Union President, Vice President,

## ARTICLE 8 UNION RIGHTS

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Chief Steward and Vice President or designee may share up to a total of one hundred twelve (112) hours per fiscal year of release time for unit members designated by the Association President, at no loss of pay or other benefits. The Classified Director and the Unit Member's immediate supervisor will be notified as soon as possible and at least two (2) working days in advance by the Association Executive Board of any planned release time, who will be released and when it will be used. Normally the release time will be approved; however, in the event that the absence of the Unit Member will create a hardship for the operations of the district, the Classified Director will contact the Association Executive Board to discuss alternatives.

Participation in District committees is limited to one (1) Union representative from the Unit (i.e. Central SBDM).

- L. Time utilized for grievance processing (Article 10), Site Based Decision Making (Article 22), New Employee Orientation (Article 8.N), other joint labor-management activities such as budget advisory committee and meeting and negotiating covered pursuant to E.R.R.A. shall not be counted toward the hours of release under this section.
- M. A copy of the Notice of Intent to Discipline shall be sent to the Union unless the Unit Member objects.
- N. On a monthly basis, or as requested, the Union will receive a current listing of Unit Members' information available in the employee information system. This list shall include: name, address, work location, job classification, work/home phone numbers, personal email, date of hire, and leave status. The Union shall request such lists no more than once a month and the District shall have two working days to comply with any such request. This information shall be provided electronically in Excel format.
- O. New Employee Orientation and Onboarding
  1. The District shall provide two (2) New Employee Orientations for all new bargaining Unit Members. One Orientation shall be held at the beginning of the school year, and the second Orientation shall be held in January.
  2. The District shall notify the Union President via email at least ten (10) days in advance of the Orientation.
  3. New Unit Members shall be invited to the mandatory Orientation to be held during regular District business hours, and supervisors shall release the new Unit Members to attend the Orientation.
  4. New Unit Members who attend the Orientation that is scheduled during their

## **ARTICLE 8 UNION RIGHTS**

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non-work hours shall be compensated for the time they attend that constitutes additional time.

5. The Union shall be allotted sixty (60) minutes of uninterrupted time, immediately preceding the time allotted for the District's Orientation, to provide Unit Members an overview of the Union and this Agreement. District administrators will not be present during the Union time.
6. Up to five (5) Chapter Leaders shall be provided release time to attend the Orientation.
7. Any new Unit Member(s) hired in-between orientations shall be provided an in-person onboarding meeting within twenty-one (21) work days from the date of hire to allow the Union to meet for a maximum of sixty (60) minutes with the newly-on boarded members. Unit Members attending the monthly onboarding orientation shall be provided release time to attend the onboarding session.
8. The monthly onboarding sessions, in-between-orientations, will begin in March 2018 and continue monthly thereafter. One (1) SEIU Officer shall be provided release time to attend the onboarding session and have one (1) hour to meet with new Unit Members. District administrators will not be present during the Union orientation.

## **ARTICLE 9 SHOP STEWARD**

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**A. Selection of Shop Steward**

The Union may appoint up to one (1) Shop Steward for Facility Control Operators, one (1) Shop Steward for Campus Safety Officers, four (4) Shop Stewards and two (2) alternates from the Amador Yard, two (2) Shop Stewards at each high school and no more than one Shop Steward at other school sites. The Union reserves the right to designate within these limitations the number and the method of selection of Shop Stewards. The Union shall notify the District in writing of the names of the officers and job representatives and the group they represent. If a change is made, the District shall be advised in writing of such change.

**B. Duties and Responsibilities of Shop Steward**

The following shall be understood to constitute the rights of the Shop Steward:

1. Upon prior approval, the Union shall be permitted a reasonable amount of release time to process grievances. The Shop Steward shall advise the supervisor of the grievant of his/her presence.
2. When the District schedules a meeting with a Unit Member to discuss possible discipline of the Unit Member, that Unit Member may request that a Shop Steward be present. The supervisor requesting such a meeting will allow the Unit Member reasonable time to make arrangements for Union representation.
3. Other than provided for in B.1. and B.2., Shop Stewards shall not conduct Union business during regularly scheduled work hours.



## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

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#### A. Definitions

1. Grievance: A grievance is defined as an alleged violation, misapplication, or misinterpretation of the provisions of this Agreement. Resolution of matters for which other procedures are provided by Federal or State law shall be undertaken through the appropriate procedures, such as dismissals, H.E.W., E.E.O.C., F.E.P.C., and O.S.H.A. claims.
2. Grievant: A grievant may be any Unit Member. The Union shall have the right to file a grievance on a claim arising out of Article 8, Union Rights, and Article 23, Implementation and Duration of Agreement.
3. Day: A day, for the purposes of this Section, is any day on which the District offices are open. If an event giving rise to a grievance occurs during a Unit Member's vacation or recess, a Unit Member shall file a grievance within twenty (20) business days of when the member is scheduled to return to duty.

#### B. Level 1 - Resolution at the Site/Supervisor Level

1. When a Unit Member has a grievance, the Unit Member may first discuss the matter in an informal conference with the administrator or supervisor with immediate responsibilities for the position to which the Unit Member is assigned. Failure to informally conference shall not be grounds for denial of a grievance based on procedural or timeline violations. A grievant may, at the same informal conference, file a Level 1 written grievance should an informal resolution not be found.
2. If the matter is not resolved at the informal conference, the Unit Member (or the Union representative in the event of a group grievance) shall within thirty (30) days after the occurrence of the event giving rise to the grievance or within thirty (30) days after the Unit Member should reasonably have known of the event, present their grievance in writing to the management person with immediate management responsibility for the position to which the Unit Member is assigned. The grievance shall state the issues involved, the provisions in dispute, and the remedy sought.
3. The manager shall communicate their decision to the Unit Member and to the Union Representative in writing within ten (10) days after receiving the grievance.
4. The timeline may be changed by mutual agreement of the Union and the District. If there is no agreement and the timeline is not met, the grievance will be moved to the next level.

#### C. Level 2 - District Session

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

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1. The grievant or the Union representative in the event of a group grievance) may appeal in writing a Level 1 decision to Level 2 to the Office of the Superintendent or designee within ten (10) days after receiving it. A copy of the appeal shall be furnished to the administrator.
2. Within five (5) days of the receipt of the grievance the Superintendent or designee shall investigate the details of the grievance and meet with the Unit Member in order to resolve the issue.
3. Within ten (10) days of the receipt of the grievance, the Superintendent or designee shall communicate in writing the outcome of the conference(s) to the Unit Member, their representative, and their administrator in writing.
4. Timelines may be changed by mutual agreement of the Union and the District. If there is no agreement and the time line is not met, the grievance may be moved to the next level.

#### **D. Level 3 - Impartial Hearing**

1. If the decision at Level 2 is not satisfactory, the aggrieved Unit Member(s), within twenty (20) days after receiving the decision at Level 2, may request in writing that the Union submit the grievance to arbitration. The Union by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved may submit the grievance to arbitration. If the two parties cannot agree on arbitrators, they shall jointly request an odd-numbered list of seven (7) experienced arbitrators from the California State Mediation and Conciliation Service (CSMCS). The individual shall be selected within ten (10) days by the alternate strike method until only one name remains. The cost of the impartial arbitrator and hearing expenses shall be shared equally by the District and the Union.
2. A notice of the request shall be sent to the Superintendent and shall include a copy of the original grievance and appeal, and the decisions rendered.
3. The impartial arbitrator will decide the time and place for a hearing. The hearing will be private, and, unless otherwise agreed, will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.
4. The impartial arbitrator shall not consider any matter outside the scope of the grievance as defined in this policy, shall confine the decision to the precise issue submitted, and shall have no authority to make a recommendation on any other issue(s). However, the issue as to whether a matter is outside the scope of the grievance is to be determined by the impartial arbitrator. The arbitrator shall make no retroactive award to the grievant which shall predate the effective date of the filed grievance.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

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Except for grievance awards rendered pursuant to Article 18, (Health and Welfare Benefits), and Article 19, (Compensation), the arbitrator shall have no power to grant money awards or damages.

5. After the close of the hearing, both parties shall have an opportunity to submit written arguments.
6. The impartial arbitrator shall submit the decision, in writing, to the parties within thirty (30) days after submission, which decision shall be final and binding upon the District, the Union, and the Unit Member involved unless the impartial arbitrator exceeds their authority or grants a monetary award, except as provided in D.4. above.
7. A copy of the decision shall be provided to both the Union and the District Superintendent.

#### **E. Mediation Procedure**

Once the Union has timely notified the Superintendent of its desire to proceed to arbitration pursuant to Section D, the parties may mutually agree to refer the matter to mediation with the California State Mediation and Conciliation Service. Except as otherwise agreed, any decision rendered by a mediator pursuant to this section will be non-binding and will not be implemented absent the agreement of the parties. The parties may defer the selection of an arbitrator until the conclusion of the mediation process or may select an arbitrator at any time during the process.

#### **F. Miscellaneous Provisions**

1. During the pendency of any proceeding and until a final determination has been reached, all proceedings shall be private.
2. Any Unit Member may at any time present grievances to the District and have such grievances adjusted without the intervention of the exclusive representative as long as the adjustment is reached prior to Level 3 and the adjustment is not inconsistent with the terms of this Agreement; provided that the District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. A grievant may be represented by the Union or may represent themselves.
3. There shall be no reprisals of any kind taken against any Unit Member or representative because of participation in a grievance or support thereof.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

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given. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision. Time limits given in this procedure may be modified by written agreement of all parties involved.

5. In the event that a grievance affects more than one Unit Member, the grievance may be filed on behalf of all affected Unit Members, and if the grievance affects Unit Members at more than one work location it may be initiated at Level 2. Grievances concerning the same issue may be consolidated as long as they do not create an unnecessary delay.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
7. Forms for filing grievances and other necessary documents shall be prepared by the District following review by the Union and shall be given sufficient distribution so as to facilitate operation of the grievance procedure. The costs of preparing such forms shall be borne by the District.
8. In the event it becomes necessary to conduct a grievance hearing or conference with an administrator during the work day, the grievant represented, representative and witnesses shall be granted release time without loss of pay. The District shall provide a reasonable amount of time for processing grievances.
9. If the Unit Member requests the right to have a Union representative at a District meeting to discuss possible discipline, suspension or termination of the Unit Member, a Union representative shall be permitted as set forth in Article 9, Shop Steward, Section B.2.

**ARTICLE 11**  
**NOTIFICATION OF JOB OPPORTUNITIES**

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- A. The Director of Classified Personnel or designee shall post job opportunities for a minimum of five (5) business days on the District's website. The President of the Union or designee who is an officer of the Union, will be on the electronic mailing list for career opportunity bulletins and job announcements. Copies of each will also be sent electronically to all Unit Members.

All Unit Members will have access to the District's website via a District device at their worksites. All Unit Members shall be issued appropriate credentials to access District computers and upon request shall be trained in how to access the District's website.

- B. Any promotional applicant who meets the minimum qualifications of education, training, and experience for admission to a promotional examination shall be admitted to the examination. Applicants shall be placed on eligibility lists in order of their relative merit as determined by competitive examinations. The final scores of candidates shall be rounded to the nearest whole percent for all eligibles. All eligibles with the same percentage score will be considered as having the same rank. Appointments shall be from the eligibles having the first three ranks on the list. Decisions regarding eligibility for admission to promotional examinations and placement on the eligibility lists rest solely with the Personnel Commission and are not subject to the grievance procedure.

- C. Vacant positions, except for those in Security Services classifications, shall be filled from the transfer, reemployment, or eligibility list as follows:

1. When there is a vacancy for a position with the same hours or less as those for which a reemployment list exists:
  - a. The provisions of the transfer article shall be applied first.
  - b. If less than three names of current Unit Members are on the transfer list, one or more of the Unit Members from the reemployment list shall be added.
  - c. If a current Unit Member is selected, the first person on the reemployment list shall be reinstated without further posting of positions.
  - d. The eligibility list may be used when necessary to complete a list of three ranks from which to select or when there are vacant positions not filled by this process.
2. When there is a vacant position for greater hours than those previously held by persons on a reemployment list:
  - a. The provisions of Article 14- Transfers, shall be applied first.

**ARTICLE 11**  
**NOTIFICATION OF JOB OPPORTUNITIES**

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- b. If less than three names of current Unit Members are on the transfer list, the name or names of a Unit Member(s) from the reemployment list shall be added.
- c. If a current Unit Member is selected, that Unit Member's vacant position shall be filled by the first person on the reemployment list having seniority right or reinstatement to that position,
- d. The eligibility list may be used when necessary to complete a list of three ranks from which to select or when there are vacant positions not filled by this process.

## ARTICLE 12 HOURS OF EMPLOYMENT

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Sections A through M apply to Security Services Classifications, unless their provisions conflict with a provision in Section Y, in which case Section Y shall supersede them.

- A. The basic work week for full time Unit members shall be forty (40) hours per week, Monday through Friday, or Tuesday through Saturday, except as may be provided in this Agreement.
  
- B. Work Year
  - 1. The basic work year for Unit Members shall be ten (10), eleven (11), twelve (12) months or as assigned for all positions as specified in this Article. The District reserves the right to reschedule days that have been designated as staff development days in order to allow for adequate staff development, set-up and clean-up time after consultation with the Union.
  - 2. The District may establish or modify positions to provide coverage during the summer. These positions may be assigned a different number of hours during the summer than during the regular work year. The number of hours assigned during the summer period may be adjusted to meet different work requirements.
  - 3. Unit Members assigned to a ten-month work calendar shall be scheduled to work a minimum of one hundred and eighty (180) days. Unit Members assigned to an eleven-month work calendar shall work a minimum of twenty (20) additional days. The District may establish a reduced number of hours for these additional workdays.
  - 4. The District will meet with SEIU to discuss changes implemented pursuant to this Section.
  
- C. Every Unit Member working more than six (6) hours per day shall be provided a non-paid duty-free lunch break of thirty (30) to sixty (60) minutes at the election of the District which shall not be a part of the regular hours assigned. Bus drivers on study trips will be provided a non-paid duty-free lunch as assigned by the District whenever possible. Instances where a duty-free lunch cannot be provided, or while on a field trip, the driver is required to stay with the bus during the lunch hour, the driver will be paid for the on-duty lunch hour.
  
- D. Every full-time and 7-1/2 hour Unit Member shall be provided a fifteen (15) minute duty-free break close to mid-morning and mid-afternoon, or mid-afternoon and mid-evening, depending on their shift, which shall be considered a part of regular hours worked. The break schedule and site of break shall be designated by the District. All four-hour through seven-hour positions shall include one fifteen (15) minute duty-free break.

**ARTICLE 12**  
**HOURS OF EMPLOYMENT**

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E. 1. All probationary or permanent Unit Members as part of the classified service shall be entitled to fifteen (15) holidays provided they are in paid status any portion of the working day immediately preceding or succeeding the holiday. Regular Unit Members who are not normally assigned to duty during the school holidays of December 24, 25, 31 and January 1 shall be paid for those four holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. The holidays for the Unit are the days known as:

a. Employees Working at or Otherwise Tied to Year-Round School Schedule

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving	Washington's Birthday
Day after Thanksgiving	Spring Recess Day
Christmas Eve	Cinco de Mayo or Cesar Chavez Day *
Christmas Day	Memorial Day
New Year's Eve	

b. All Other Employees

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving	Washington's Birthday
Day after Thanksgiving	Spring Recess Day
Christmas Eve	Cinco de Mayo or Cesar Chavez Day *
Christmas Day	Memorial Day
New Year's Eve	

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\* Holidays for bargaining unit employees shall be tied to the holidays for the District's Academic Calendar.



## ARTICLE 12 HOURS OF EMPLOYMENT

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The District shall make the initial determination of whether a position is tied to a Year-Round school schedule. Employees regularly assigned to a school site will be assigned to the holiday schedule for that school site.

2. No Unit member in the Unit shall be required to work on the paid holiday, except when the needs of the District dictate otherwise, e.g. school is in session. Except when national practice dictates direct observance of holidays on their actual dates, holidays may be adjusted to be honored on Mondays and Fridays to assist in efficient operations. Holidays falling on Saturdays shall be honored on the Friday preceding, and holidays falling on Sunday shall be honored on the Monday following.
  3. Unit members required to work on a holiday shall be paid for that day plus one and one-half (1-1/2) times their regular rate of pay for those hours worked for not less than two (2) hours.
  4. Every other day declared by the President or Governor of this state as a day of public fast, mourning, thanksgiving or holiday shall be a paid holiday for all Unit members in the bargaining unit. Eligible hourly Unit members shall receive holiday pay at the rate of average hours worked per day of the pay period in which the holiday occurs.
- F. Any member of the Unit working regularly less than eight (8) hours per day who work thirty (30) or more minutes beyond their regular assignment for twenty (20) consecutive work days shall have their basic assignment changed upward including but not limited to the acquisition of fringe benefits on a properly prorated basis.

For insurance purposes, each Unit member shall have carried over unused adjustment to apply to Unit member's medical premium in the following year.

- G. Overtime
1. All hours worked in excess of eight (8) (in paid status) in any day or forty (40) (in paid status) in any week or on the sixth and seventh day of any work week shall be considered overtime. Overtime shall be paid at time and one-half the Unit member's regular rate of pay.
  2. If a Unit member works more than 48 hours in 6 days or works the seventh (7th) consecutive day, he/she shall receive double the Unit member's regular rate of pay for all hours worked in excess of 48 or for the 7th consecutive day.
  3. In lieu of paid overtime, the District and the Unit member may mutually agree that the Unit member may receive compensatory time off for all work performed as overtime at the rate of time and one-half. A Unit member

## ARTICLE 12 HOURS OF EMPLOYMENT

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may accumulate a maximum of eighty (80) hours of compensatory time during the school year. To take compensatory time off, the Unit member must obtain prior approval, in writing, from the District. Compensatory time may be used in emergency situations without prior approval if the request is made within five (5) days after the time was taken. If a mutually agreeable time cannot be arranged, the Unit member may request that the compensatory hours be converted to pay at the Unit member's hourly rate. In the last salary payroll of the fiscal year, the District shall pay the Unit member for any accumulated compensatory time on the books. Every Unit member shall start the new fiscal year with a compensatory time off bank of zero.

### H. Assignment of Overtime/Extra Work

Extra work is defined as work that is not contained in any regular scheduled assignment.

#### 1. District-wide Seniority Classifications

For classifications in the following departments, the District shall offer overtime and extra work on the basis of District-wide rotating seniority: Maintenance, Technician, Trades, Transportation.

In addition, for the following classifications, the District shall offer overtime and extra work on the basis of District-wide rotating seniority: Food Transporter/Kitchen Operator, Lead Crossing Guard, School Crossing Guard, District Security Officer, and Facility Control Operator.

#### 2. Site Seniority Classifications

For the following classifications the District shall offer overtime and extra work on the basis of rotating seniority at each site: Custodian, Lead Custodian, Senior Custodian, Cafeteria supervisor, Child Nutrition Assistant, Food Production Operator, Food Production Supervisor, Senior Baker, Senior Cook, Senior Deli Specialist, Serving Kitchen Operator, After School Campus Operator, and Campus Safety Officer.

If no employee on the site seniority list accepts the assignment, the District shall offer the overtime and extra work on the basis of District-wide rotating seniority. For that purpose, the District shall maintain a District-wide seniority list in these classifications.

#### 3. Limited Exceptions to Assignment by Seniority

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The District may assign overtime in exception to the foregoing for any of the following reasons:

- a. Continuity of the job.
- b. Ability to perform the assignment (e.g., employees on modified duty do not have a right to work an overtime assignment if they are restricted from performing the required duties.
- c. Skills required for the job.
- d. Satisfactory performance evaluation. The District can deny overtime when a less than satisfactory evaluation is related to the member's ability to do the overtime work. Members shall receive written notice if they will not be permitted to work overtime pursuant to this section.

#### 4. Procedures for Assignment of Overtime/Extra Work

- a. At the start of each school year, voluntary overtime sign-up sheets for each classification will be made available to Unit members at each location. Employees wishing to sign-up for voluntary overtime during the year must place their names and a telephone number where they can be reached on the sign-up sheets before September 15. On September 15, the sign-up sheets will be closed and a copy provided to the Union President.
- b. The District shall establish a rotating voluntary overtime list for each classification at each covered location. These lists shall be based on the sign-up sheets. Ranking on these lists shall be according to date of hire within the appropriate classification. If an employee is not on the overtime list at the beginning of the year but wants to be included on the list, the employee's name will go to the bottom of the rotating list. Employees may withdraw their names from the voluntary overtime lists at any time during the year, but will be ineligible to return to the list until the following September.
- c. Voluntary overtime shall be offered to the person at the top of the appropriate list(s) first. If that individual accepts the assignment or refuses the assignment, that individual shall be moved to the bottom of the list. If that employee is not available at the telephone number provided to the District, the overtime shall be offered to the next person on the list.

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- d. If every employee on the voluntary overtime list has refused the assignment or is unavailable at the telephone number provided to the District, the District may offer the overtime to other qualified employees or may assign the overtime to unit members in inverse order of seniority.
- e. Supervisors shall maintain a log showing the assignment of all overtime. Copies of such logs shall be posted or made available to the Union upon request up to one time per month.
- f. If the District fails to provide the log within ten (10) days after such request, the time between the request and the time that the District provides the log shall not count toward the time limit for filing a grievance (i.e., the time limit shall be tolled). This paragraph shall not apply if the overtime log is posted.

### 5. School Bus Driver Overtime and Extra Work

All provisions of sections H.1, H.3, and H.4 (except for H.4.d.) apply to School Bus Drivers. In addition, the following provisions of this section apply to School Bus Drivers only.

- a. If the driver is absent on the last worked day of the week and the driver is scheduled to work overtime on a holiday or weekend, the overtime may be offered to the next driver on the seniority list.
- b. The District reserves the right to make all assignments and to designate the methods to operate service in the most economical and efficient way.
- c. In the event no overtime drivers are available. Management has the right to assign overtime to all drivers in inverse seniority order on a rotating basis. The driver assigned mandatory hours is responsible for that assignment. Another driver may work the mandatory assignment. However, the driver substituting will still be responsible for their own mandatory assignments in turn.

### I. Assignment of Summer Work

For positions that are not 12-month positions, summer work shall be offered to Unit Members who have applied, on the basis of District-wide rotating seniority from year to year. The District shall maintain one District-wide seniority list for summer work for each classification without regard to “site seniority.” During recess and summer months, once all unit members on the seniority list have been offered summer work, Unit Members who are on the eligibility list shall be given priority to

## ARTICLE 12 HOURS OF EMPLOYMENT

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fill a summer work position from that list.

- J. Shift Differential - Compensation: All Unit members who's regular working hours fall between midnight and 6:00 a.m. shall receive ten percent (10%) above their regular salary step for those hours actually worked between midnight and 6:00 a.m.
- K. Split Shift Differential - Compensation: All Unit members who are required to work a broken shift shall be paid for actual hours worked, plus an extra hour per day as compensation for the broken shift. For this purpose, a "broken shift" is defined as a schedule providing one break of one hour or more or two or more breaks during a normal working day, exclusive of the lunch break.
- L. All Unit members whose regular working time requires them to work one-half or more of their time between the hours of 5:00 p.m. and midnight shall include in their regular working day of eight hours, one-half hour for their evening meal. Members assigned to night work on a continuous basis who are nevertheless ordered to temporary daytime work for periods of twenty (20) days or less, shall suffer no reduction in compensation by reason of the change.
- M. Any Unit member requested to return to extra duty after the regular work day shall be compensated at the regular overtime rate of time and one-half and shall be paid for not less than two hours duty time. Duty will commence upon return to the work site.

Paragraphs N. to W. apply to school bus drivers only.

- N. Bus drivers' hours of work shall include a thirty (30) minute bus check out at the beginning of the shift and fifteen (15) minute bus clean up at the end of the shift. Bus check out and clean up time will not be granted for an overtime assignment unless the driver is assigned overtime work in a bus other than the one he/she checked out previously that day or he/she receives authorization by the supervisor due to unforeseen circumstances.
- O. It is management's prerogative to establish, modify, consolidate or eliminate bus routes.
- P. Bus routes when established shall be posted, and the drivers shall select their runs based upon date of hire as a School Bus Driver. The seniority position of persons hired on the same date after July 1, 1990, will be determined by a one-time lottery.
- Q. The Director of Maintenance, Facilities, Operations, and Transportation, or designee shall assign all bus routes. The primary factor to be used in assigning routes shall be the driver's selection of routes based on O. above. The Director of Maintenance, Facilities, Operations, and Transportation, or designee may deviate from seniority only when one or more of the following factors are present: Prior safety record of the driver, personality conflicts between the driver and the individuals on the route, physical or mental impairment of the driver, and/or the

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type of bus involved when it can be shown that the type of bus and the driver's experience may affect the safety of the students. The above factors shall also be used when assigning overtime pursuant to the overtime trips as set forth below.

- R. Assignment of routes will be final. There will be no exchange between drivers unless it is determined by the District's designee to be in the best interest of the District.
- S. The Manager shall consider the District seniority list when there are late additions to routes after the start of school which can be assigned to an existing route in an economically feasible way.
- T. The hours assigned to each route may be increased or decreased at any time in order to operate service in the most economical and efficient way possible. All changes will be consistent with paragraph R, above. If any route is increased or decreased by more than one hour, the route shall be re-posted and drivers shall have the opportunity to select the run based on their date of hire as a School Bus Driver.
- U. If the District requires a bus driver to renew the School Bus Certificate or First Aid Card during working hours, the driver will be paid.
- V. The District has a Floating School Bus Driver position. Guaranteed twenty (20) hours per week position + as needed;

Work hours will be assigned according to transportation requirements including, but not limited to, study trips, athletic trips and fill-in for absent drivers;

On days where there is no driving work available, the District has the right to:

1. Notify the floater that there is no work that day. A reasonable attempt will be made to notify the floater by 6:00 a.m.
2. Send the floater home at the end of two (2) hours.

Can be a bid-upon position by other regular drivers;

Would be covered by the existing Maintenance & Operations contract with prorated benefits.

W. Child Nutrition

1. The District shall post a copy of the District wide Child Nutrition seniority list by 10/01 of each year at every Child Nutrition work site.
2. The District shall post at each Child Nutrition work site Temporary Assignment sign up sheets prior to the first day of school each year. One sign up sheet will be for temporary assignment at the Nutrition Services

## ARTICLE 12 HOURS OF EMPLOYMENT

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Center and the other for temporary assignments at school sites. All Child Nutrition Unit members wishing to be considered for temporary assignments shall sign the list no later than the fifth day of each school year. New hires and Unit members on authorized leave shall have the opportunity to sign no later than the fifth day from the day on which they commence or resume service. A copy of the list shall be sent to the Unit President.

3. Assignments which become open on a temporary basis, for more than five working days, due to a Unit member's exercise of leave, shall be offered to the most senior Unit member in the classification, with less assigned hours than those of the temporary assignment, at the site on the Temporary Assignment List. If no one at the site is assigned, the department will go to the District wide Temporary Assignment List for assignment. Unit members accepting such temporary assignments shall serve in that position for as long as the leave giving rise to the opening continues. A Unit member who declines a temporary work assignment shall rotate to the bottom of the Temporary Assignment List. Article 13.K.(3). shall be applied when selecting a Unit member to fill a temporary assignment.

X. District management may establish flexible schedules in the various maintenance departments after consultation with the appropriate shop stewards.

Y. Security Services Classifications

1. Basic Work Week

- a. The basic workweek for full-time Security Officers shall be forty (40) hours per week as assigned. Security Officers may be rotated no more than once every four months as determined by the District. In an effort to accommodate individual hardships, the District will review and consult with the Unit member prior to a shift rotation. Except for graveyard shift, work schedules for Security Officers shall be bid on the basis of seniority at the time there is a shift change.
- b. The basic workweek for full-time Facility Control Operators shall be forty (40) hours per week. The awarding of full-time facility control operator shifts shall be done on the basis of seniority in the classification. Bidding will be done annually during the first week in June and will be effective July 1. However, management reserves the right to make shift changes in order to provide coverage due to Unit member absenteeism or vacancies.
- c. The basic workweek for part-time Unit members shall be as assigned.

## **ARTICLE 12 HOURS OF EMPLOYMENT**

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2. Eight (8) hour shifts will include a thirty (30) minute paid meal break. Security Officers will remain on-call while on a meal break. Facility Control Operators will remain on duty during a meal break.
3. Every Unit member working an eight (8) hour shift shall be provided a fifteen (15) minute break during the first part of the eight-hour shift and a fifteen (15) minute break during the second part of each eight (8) hour shift. Security Officers will remain on-call during breaks. Facility Control Operators will remain on duty during breaks.

### 4. Overtime

All hours worked in excess of eight (8) in a day or forty (40) in any week or work on the sixth (6th) or seventh (7th) day shall be considered overtime.

#### a. Time and one-half overtime will include:

1. Hours worked in excess of eight (8) in a day.
2. Holidays worked.
3. Hours in the week in excess of forty (40) up to forty-eight (48).

#### b. Double time overtime will include:

1. Hours in excess of forty-eight (48) during the workweek with the exception of those hours caused by 1.b. above.
2. All hours worked on the seventh (7th) consecutive workday.

#### c. Overtime related to emergency situations requiring immediate attention will be assigned by the District.

#### d. Overtime pay will be figured in increments of fifteen (15) minute intervals.

### 5. Security Services Overtime and Extra Work Assignment Protocol

#### Campus Safety Officers

- Overtime/Extra work offered to site CSO first based on voluntary sign-up sheet in order of seniority – rotating in the usual process.
- If no CSO staff at the site accepts the overtime/extra work assignment, the site will contact the Coordinator of Safety and Security who will offer the assignment to the next CSO on the district-wide voluntary list by seniority on a rotational basis.



## ARTICLE 12 HOURS OF EMPLOYMENT

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- If everyone declines the overtime/extra work assignment, the mandatory overtime/extra work will be assigned to the least senior member at the site.

### District Security Officers

- Overtime/Extra work shall be offered to on site DSOs first based on voluntary sign-up sheet in order of seniority on a rotational basis.
- If no DSO staff at the site accepts the overtime/extra work assignment, the site will contact the Director of Maintenance, Facilities, Operations, and Transportation or designee, who will offer the assignment to the next DSO on the district-wide voluntary list by seniority on a rotational basis.

### 6. CSO and DSO Unfilled Shifts and Extra Time (applies only to CSO and DSO)

- a. Once overtime/extra work has been offered to all the CSOs, on the CSO overtime list, unfilled shifts or extra time will be assigned as follows:

- DSOs who have the required qualifications and pass the CSO test shall be assigned in order of seniority on a rotating basis
- Other bargaining unit employees who meet the minimum CSO qualifications
- CSO substitutes
- If everyone declines the overtime/extra work assignment, the mandatory overtime/extra time will be assigned to the least senior member at the site.

- b. Once overtime/extra work has been offered to all the DSOs on the DSO overtime list, unfilled shifts or extra time will be assigned as follows:

- CSOs who have the required qualifications and pass the DSO test in order of seniority on a rotating basis
- Other bargaining unit employees who meet the minimum DSO qualifications
- DSO substitutes
- If everyone declines the overtime/extra work assignment, the mandatory overtime/extra time will be assigned to the least senior member at the site.

### 7. Summer Work

Summer Work for Security classifications shall continue to be offered pursuant to the existing practice.

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**HOURS OF EMPLOYMENT**

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8. Holidays

Full-time Unit members will receive a total of fifteen (15) holidays per year or the equivalent in extra pay or time off as determined by the District. Part-time Unit members will receive their prorated share of the fifteen (15) regular holidays.

a. Holiday Schedule:

1. Employees Working at or Otherwise Tied to Year-Round School Schedule

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving	Washington's Birthday
Day after Thanksgiving	Spring Recess Day
Christmas Eve	Cinco de Mayo or Cesar Chavez Day*
Christmas Day	Memorial Day
New Year's Eve	

2. All Other Employees

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving	Washington's Birthday
Day after Thanksgiving	Spring Recess Day
Christmas Eve	Cinco de Mayo or Cesar Chavez Day*
Christmas Day	Memorial Day
New Year's Eve	

The District shall make the initial determination of whether a position is tied to a Year-Round school schedule.

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\* Holidays for bargaining unit employees shall be tied to the holidays for the District's Academic Calendar.

## ARTICLE 12 HOURS OF EMPLOYMENT

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- b. Unit members required to work on a holiday shall be paid for that day plus two (2) times their regular rate of pay for those hours worked and for not less than two (2) hours. If a Unit member's regularly scheduled workweek is Sunday through Thursday or Tuesday through Saturday, Unit members shall receive regular pay for holidays which fall on the 6th or 7th day.
  - c. Every other day declared by the President or Governor of this state, as a day of public fast, mourning, thanksgiving, or holiday, shall be a paid holiday for all Unit members in the bargaining unit.
  - d. Eligible hourly Unit members shall receive holiday pay at the rate of average hours worked per day of the pay period in which the holiday occurs.
9. Any Unit member requested to return to extra duty after the regular work day shall be compensated at the regular overtime rate of time and one-half and shall be paid for not less than two (2) hours duty time.
10. Any member of the Unit working regularly less than eight (8) hours per day who works thirty (30) or more minutes beyond their regular assignment for twenty (20) consecutive work days shall have their basic assignment changed upward including but not limited to the acquisition of fringe benefits on a properly prorated basis.
11. When any position comes open, regularly assigned Unit members in the classification with equal or less hours assigned shall be permitted to bid for the opening.

## ARTICLE 13 LEAVES OF ABSENCE

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A. Sick Leave Definition

Sick leave is defined as the necessary absence from duty of a Unit Member because of personal illness or injury, exposure to contagious diseases or dental, eye and other physical or medical examinations or treatment by a licensed practitioner.

B. A new Unit Member must render service before being entitled to illness leave.

C. Allocation of Sick Leave

1. Permanent full-year Unit Members shall be entitled to sick leave without loss of salary at the rate of thirteen (13) days per year. Sick leave shall accumulate as follows:

a. Permanent annual Unit Members shall have thirteen (13) days sick leave credited annually to their records at the beginning of the fiscal year as of July 1. Any unused portion shall be accumulated year after year and kept on deposit for future use.

b. Permanent Unit Members employed less than twelve (12) months annually shall have sick leave days credited annually to their records at the beginning of the fiscal year on a prorated basis. For example, a Unit Member scheduled to work ten (10) months will be credited with ten and three quarters (10-3/4) days of sick leave. Any unused portion shall accumulate year after year and be kept on deposit for future use.

c. Probationary Unit Members may earn sick leave at the rate of one (1) day per calendar month for the duration of the probationary period. Such sick leave may be used, as accumulated, for the reasons defined under paragraph A. above. The use of sick leave shall result in an extension of the probationary period at the rate of one (1) day's extension for each day of sick leave used.

D. Unlimited accumulations shall be allowed in all sick leave benefits. However, the cumulative aspect of sick leave from year-to-year is based on accrual at the rate of one (1) day's sick leave per whole month of employment. At least half the number of working days in the calendar month must be worked in order to earn sick leave for that month.

E. If a Unit Member leaves the District, accumulated unused sick leave will not be credited to the Unit Member's final payment.

F. A Unit Member who will be absent for partial or full days shall report their absence

## **ARTICLE 13 LEAVES OF ABSENCE**

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to the District's automated employee substitute management system. Except in an emergency, including emergencies of illness and personal necessity, the unit member shall report the absence at the earliest opportunity, and in no event later than forty-five (45) minutes prior to the beginning of the member's work shift. In case of emergency, if it is not possible for the Unit Member to report to the automated employee substitute management system, the Unit Member shall notify their immediate supervisor.

Whenever possible, Unit Members should make appointments outside of work hours.

For any illness of five (5) continuous days or more, an acceptable written statement may be required from the Unit Member or from the Unit Member's physician or health advisor. This statement must verify that the Unit Member was treated for illness or injury and must be submitted to the Payroll Department before the Unit Member is credited with pay for the absence.

When the District has reason to believe that a Unit Member is abusing sick leave and that abuse meets the conditions listed below, the District may place the employee on "attendance alert." A District may place the employee on attendance alert if the employee:

- (1) Has exhausted the employee's Sick leave; or
- (2) Uses sick leave on more than one Friday or more than one Monday in the same calendar month (Friday and Monday absences may not be combined for this purpose); or
- (3) More than once during a school year uses sick leave on the day before or day after a pre-scheduled vacation.

Unit Members shall be notified in writing that they are on attendance alert and the alert shall describe the suspected pattern of abuse pursuant to the three criteria above. An employee on attendance alert may be required to provide medical verification for any use of sick leave which conforms to the pattern described in the written notification. For the purposes of attendance alert, the year shall run from July 1 to June 30 and all attendance alerts shall expire on June 30. A release from the physician or health advisor shall be required before the Unit Member returns from sick leave involving major surgery or illness.

G. The Unit Members employed in Security Services classifications shall notify the District of the Unit Member's intent to return to work from authorized illness or injury leave at least sixteen (16) hours prior to the start of the Unit Member's next regularly scheduled shift. If the District does not receive timely notice, a substitute shall be scheduled and the Unit Member shall not be permitted to return to work for one additional shift.

H. Extended Sick Leave for Unit Members, Excluding Security Services

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**LEAVES OF ABSENCE**

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Classifications

1. A Unit Member, not employed in a Security Services classification, who is ill in excess of their accumulated leave shall receive the difference in their pay and that sum actually paid for a substitute Unit Member for a period not to exceed one hundred (100) working days in each fiscal year. Extended sick leave benefits shall be used only after all regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted.
2. Extended sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the Unit Member may be entitled.

I. Extended Sick Leave for Unit Members Employed in Security Services Classifications

1. A Unit Member employed in a Security Services classification who is ill in excess of their accumulated leave shall receive fifty percent (50%) of their regular salary for a period not to exceed one hundred (100) working days in a fiscal year. Extended sick leave benefits shall be used only after all regular sick leave, accumulated compensatory time, vacation or other available paid leave has been exhausted.
2. The partial sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the Unit Member may be entitled.

J. Sick Leave Incentive

The year upon which sick leave incentives shall be determined shall run from July 1 to June 30. Full time, permanent Unit Members shall be eligible for sick leave incentive pay as follows:

<u>Sick leave days used</u>	<u>Incentive pay</u>
0	\$160.00
1	\$110.00
2	\$ 60.00

The incentive does not apply to Unit Members in part-time positions. Incentive pay shall be paid in the month following the end of the fiscal year.

K. Leave for Serious Illness or Injury in the Family

1. A Unit Member may be granted up to three (3) days each year with full pay when serious illness or injury happens to a member of their

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### **LEAVES OF ABSENCE**

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immediate family. Members of the immediate family means mother, father, mother-in-law, father-in-law, spouse, son, daughter, step-child, brother, brother-in-law, sister, sister-in-law, grandfather or grandmother of the Unit Member and the spouse, son-in-law, daughter-in-law, grandchild, or any relative living in the same household as the Unit Member.

2. A physician or medical advisor must provide a statement of need for the presence of the Unit Member, stating the nature of the critical illness or injury before such leave is granted. ("Critical illness" means serious illness or injury.)
3. Additional accommodations may be made at the discretion of the Superintendent or designee.

#### **L. Catastrophic Leave**

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the Unit Member for an extended period of time, or that incapacitates a member of the Unit Member's family requiring the Unit Member to take time off from work for an extended period to care for that family member, and taking extended time off work creates a financial hardship for the Unit Member because they have exhausted all of their sick leave and other paid time off.
2.
  - a. A four member committee consisting of three Unit Members selected by the Union, and the Assistant Superintendent of Human Resources, shall have the responsibility of receiving requests, approving or denying requests and communicating its decision to the Unit member and the Union. The committee shall not grant more leave to an individual or groups of individuals than is contained in the Catastrophic Leave Bank. Grants shall not exceed twenty (20) days per application. The Unit Member may apply for additional grants as needed.
  - b. The committee shall make its decision based on the relative need and shall make reasonable efforts to preserve an adequate leave balance to cover future emergencies.
  - c. The Assistant Superintendent of Human Resources shall approve grants as submitted by the approval committee. Such grants shall be forwarded to the Business Services Division as authorization for payment.
  - d. Decisions made by the committee and approvals made by the Assistant Superintendent of Human Resources shall not be subject

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**LEAVES OF ABSENCE**

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to the grievance procedure.

3. Unit Members may contribute sick leave to the Catastrophic Leave Bank during the health and welfare benefit "open enrollment" period. Any new hire shall have thirty (30) days from date of employment to enroll. The committee may announce a call for further sick leave contributions during the course of the school year, provided that the committee shall not issue more than two additional calls per school year. All Unit Members are eligible to contribute to the Catastrophic Leave Bank. A Unit Member may contribute a maximum of two (2) sick leave days per year. Only earned or annual illness/injury leave may be contributed to the Bank. Only those Unit Members who contribute to the bank may request a grant from the Bank.
4. All unused sick leave days which may remain in the bank at the end of the fiscal year shall be carried over to the next fiscal year.
5. Unit Members contributing any portion of their leave balance to the Catastrophic Leave Bank shall contemporaneously execute a document:
  - a. acknowledging that their contribution is voluntary and irrevocable;
  - b. pledging that they shall not initiate any demand, claim, or cause of action alleging that their contribution to the bank should be rescinded; and
  - c. indicating that they shall hold the District, the Union, and their agents harmless against any suit or administrative claim alleging that the sick leave bank is unlawful or that their contribution to the bank was unlawful and should be returned.
6. Unit Members seeking to receive catastrophic leave benefits shall, as part of their application, execute a document pledging that the District, the Union and their agents shall be held harmless against a suit or administrative claim alleging that the committee erred by not granting catastrophic leave benefit.

M. Personal Necessity Leave

1. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the Unit Member cannot reasonably be expected to disregard, and that necessitates immediate attention, and cannot be taken care of after work hours or on weekends.
2. A maximum of seven (7) days of accumulated sick leave may be used in any fiscal year for Personal Necessity Leave.



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**LEAVES OF ABSENCE**

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3. The Unit Member shall request Personal Necessity Leave at least three (3) days prior to taking the leave. The immediate supervisor will verify the request for necessity leave and will make the appropriate recommendation for leave. The District office shall review the recommendation and make a final determination.
4. The Unit Member shall not be required to secure advance permission for leave taken for
  - (1) death or serious illness of a member of their immediate family, or
  - (2) an accident involving their person or property, or the person or property of a member of their immediate family, or
  - (3) if the reason for the leave became known at such a time that it would preclude the Unit Member from complying with N.3. above. In any case, the Unit Member shall request personal necessity leave as soon as reasonably possible.

N. Bereavement Leave

A Unit Member shall be granted three (3) days bereavement leave, or five (5) days if travel beyond a 500 mile radius is required, in the event of the death of a member of their immediate family. The following relatives shall be considered as members of the immediate family: mother, father, uncle, aunt, mother-in-law, father-in-law, spouse, son, daughter, step-child, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandfather or grandmother of the Unit Member or spouse, son-in-law, daughter-in-law, grandchild or any person living in the same household with whom the Unit Member has a relationship similar to a family member. Unit Members may request bereavement leave to attend to the deaths of additional family members. The Assistant Superintendent of Human Resources or designee will review each request on a case-by-case basis and will grant such leaves that are reasonable. In exceptional cases, the Superintendent or designee may grant up to three (3) additional days of leave. Refusal to grant additional days shall not be grievable.

O. Jury Duty/Court Witness Leave

1. All classified Unit Members shall be granted a jury duty leave of absence with pay by the division head or designated representative when necessarily absent from work because of a call for jury duty as provided in Section 44037 of the Education Code.
2. Any classified Unit Member receiving a call for jury duty shall notify their

## **ARTICLE 13 LEAVES OF ABSENCE**

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immediate supervisor as soon as possible after receipt of a letter directing appearance for qualification for jury service and/or jury summons.

3. Subject to the possibility of making reasonable travel arrangements, the Unit Member shall be available to the District for work during the balance of their normal working day or week when not required to be in court or elsewhere for jury duty. If the Unit Member's regular assignment is to other than the day shift, they shall be absent from duty the same number of hours served as a juror. For example, if a Unit Member working a 7½ hour night shift serves five (5) hours as a juror, they shall only be required to work that numbers of hours which added to five (5) equals the total shift.
4. The Unit Member shall attach to their timecard a certificate from the clerk of the court or other authorized officer indicating the dates of necessary attendance or service for the court.
5. The Unit Member will collect any jury fees and remit them to the Assistant Superintendent of Business Services or designee, except the following fees which may be retained by the Unit Member:
  - a. Any mileage fee.
  - b. Jury fees earned on holidays, during vacation, or on any days a Unit Member is not required to report to duty.
6. A Unit Member shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought through the misconduct of the Unit Member.
7. A Unit Member shall receive their regular pay less any amount received for witness fees, exclusive of travel expense.
8. Unit Members appearing in court as litigants shall be allowed personal necessity leave.

**P. Industrial Accident or Illness Leave**

1. Whenever a Unit Member is absent from their required duties as a result of personal injury caused by an accident or an assault occurring while they is acting within the scope of employment, they will be paid full salary up to a limit of sixty (60) days in any one fiscal year for the same accident.
  - a. If there is a major incapacitating injury or assault where the Unit Member is out of work on a continual basis for more than sixty (60) days, industrial leave will be increased as follows:

**ARTICLE 13**  
**LEAVES OF ABSENCE**

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<u>Years of service</u>	<u>Paid days of leave</u>
6 or more years	65
11 or more years	75
16 or more years	85

2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the Unit Member under the worker's compensation laws of this State, exceed the normal wage for the day. The Unit Member will receive weekly benefits from the insurance carrier and this amount of benefits will be deducted from the Unit Member's pay warrant.
5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7. After all such allowable leave is used, the Unit Member then receives their regular accumulated sick leave, vacation and any other accumulated leave.

Q. Pregnancy Leave

1. Pregnancy leave shall be granted by the District in accordance with the provisions of the Education Code and subject to the following conditions:
  - a. A Unit Member may continue to work as long as their health will permit as certified by their doctor or other proof acceptable to the District and so long as they can carry out their duties and responsibilities. However, a pregnant Unit Member must file a statement from their physician, or District-approved medical advisor, no later than the third month of pregnancy indicating the estimated date of delivery and the Unit Member is in good health and that in their judgment can carry on their assigned duties and responsibilities without danger to themselves or their child.

## **ARTICLE 13**

### **LEAVES OF ABSENCE**

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b. The use of sick leave for pregnancy related disability shall be treated the same as any other disability for which sick leave is granted. In order to use sick leave for pregnancy disability, the Unit Member must have been actually rendering paid service to the district immediately prior to the disability.

2. A pregnant Unit Member, who wishes to take a personal leave to prepare for childbirth and is physically able to render service to the District may request such a leave, without pay, for a time mutually agreeable to the Unit Member and the District.

#### **R. Child Care Leave**

1. Child care leave shall be granted to any Unit Member upon request for a period of up to one school year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness.

2. A Unit Member on child care leave of a definite duration of more than thirty (30) days may return to duty prior to the expiration of the leave provided that the position is still in existence and the District has not contracted with another Unit Member to fill the position. If the leave request is for thirty (30) days or less, the Unit Member shall be returned to the same position.

3. This leave provision may be utilized for adoption.

#### **S. Military Leave**

Military service leave shall be granted for military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of ordered duty does not exceed 180 calendar days including time involved in going to and returning from such duty. The Unit Member shall be entitled to receive their salary or compensation for the first thirty (30) calendar days of any such absence, if the Unit Member is currently in full paid status with the District and has been employed in regular status for one year prior to the leave. The Unit Member shall make every effort to schedule the military leave at a time other than during the regular school year.

#### **T. Leave of Absence Without Pay**

1. Leave of absence without pay may be granted to a classified Unit Member upon the written request of the Unit Member, the recommendation of the appointing power, and the approval of the Administration. A Unit Member shall not be entitled to a leave of absence as a matter of right. Upon request for a leave of absence signed by the Unit Member and stating with particularity the reason for the leave, the appointing power may either

**ARTICLE 13**  
**LEAVES OF ABSENCE**

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approve or disapprove the request. Leaves over thirty (30) days shall be submitted to the Board for approval prior to the date on which the leave is to be effective.

2. A Unit Member who fails to return from a leave of absence within three (3) working days after the expiration of an authorized leave shall be deemed to be absent without leave. Absence without leave shall be deemed an automatic resignation.

U. Accommodation of Handicapped Unit Members

1. The District shall comply with the Department of Fair Employment and Housing regulations regarding the accommodation of handicapped Unit Members. Disputes regarding compliance with DFEH regulations shall be resolved pursuant to DFEH procedures and not the grievance procedure contained in this contract.

## **ARTICLE 14**

### **TRANSFERS**

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#### A. Permissible Transfers

Transfers of Unit Members between divisions or organizational units may be made between positions in the same class.

#### B. Transfer

1. When any regular position comes open, regularly assigned Unit Members in the classification with less hours assigned shall be permitted to bid for transfer to the opening.
2. The Assistant Superintendent of Human Resources shall maintain a transfer list of all permanent Unit Members who request their assistance in obtaining transfers, and shall be of such assistance as may be possible in effecting the transfer of such applicants.
  - a. When there is an established eligibility list for the classification, certification to fill the vacancy shall be submitted to the appointing authority no later than five (5) working days following the posting's closing date.
  - b. Within fifteen (15) working days of receipt of certification from the Human Resources Department, the administrative supervisor authorized to sign personnel action forms shall select a Unit Member to fill the vacant position.
  - c. A Unit Member selected for transfer shall be released to transfer no later than the 16th working day following the selection.
  - d. In the event there is no established eligibility list, such list will be established and certification to fill the vacancy will be submitted within five (5) working days of the establishment of the eligibility list and the timelines set in b and c shall be adhered to.
3. Requests for transfer by a Unit Member shall be made in writing to the Assistant Superintendent of Human Resources on a request for transfer form. Transfer requests will be maintained for the current fiscal year and then destroyed.
4. When an appropriate vacancy occurs, selection for appointment shall be made from the first three senior applicants on the transfer list. Seniority shall be established as of the date of original employment in the District. If any senior applicants on the transfer list have received a final summary rating of incompetent or unsatisfactory on their annual performance evaluation in the preceding year they shall be referred for interviews

## **ARTICLE 14 TRANSFERS**

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without any rank.

5. When a Unit Member is rejected they have the right to an interview with the site administrator in order to obtain an explanation.

### **C. Administrative Transfers**

1. Administrative Transfers within a department or between departments shall be requested by the administrative supervisor on the Personnel Action Form and submitted to Human Resources for approval. The Director of Classified Human Resources will review the transfer request and confirm that the Administrative Transfer procedure has been followed. A copy of the Personnel Action Form shall be provided to the Unit Member.
2. Reasons for any transfer which is not voluntary shall first be discussed with the Unit Member by their immediate supervisor or the Assistant Superintendent of Human Resources or designee. Reason(s) for an involuntary transfer shall not be of a capricious or frivolous nature. A written letter shall be given to the Unit Member detailing the relevant reason(s) for such transfer. If more than one vacancy exists, the Unit Member shall be informed in writing and given the opportunity to express the Unit Member's preference. The District shall notify the Unit Member and the Union of an involuntary transfer fifteen (15) days prior to the date of transfer.
3. All Administrative Transfers shall only be done for legitimate and valid reasons. Justification shall be provided to the Human Resources office prior to any transfer. The District and the Union shall meet and confer prior to anytime a Unit Member is being considered for transfer more than one time in a school year.
4. At the request of the Union, the District shall meet and confer regarding a general transfer.

## ARTICLE 15 VACATIONS

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- A. Following completion of six (6) months of continuous service, each Unit Member who is employed full time shall be allotted five (5) working days of credit for vacation with pay. Thereafter for each calendar month of service they shall be allotted five-sixths (5/6) of a working day of credit for vacation with pay, or ten (10) paid vacation days. After four years of service, for each calendar month of service they shall be entitled to one and one-quarter (1-1/4) working days of credit for vacation with pay, or fifteen (15) paid vacation days. After nine (9) years of service, for each calendar month of service they shall be entitled to one and two-thirds (1-2/3) working days of credit for vacation with pay, or twenty (20) paid vacation days. After fourteen (14) years of service, Unit Members, except for those employed in Security Services classifications, for each calendar month of service, are entitled to one and four fifths (1-4/5) working days of credit for vacation with pay, or twenty-two (22) vacation days retroactive to 7/1/93.
- B. Maximum Vacation Accumulation
1. Vacation days may be accumulated to a maximum of thirty (30) vacation days (balance of unused prior year's vacation allotment plus current year's vacation allotment must equal thirty (30) days or less) as of July 1.
  2. Administration shall notify each Unit Member of accumulated vacation annually in April and the immediate supervisor shall direct any Unit Member whose vacation accumulation will exceed the maximum to commence the use of excess vacation credit over thirty (30) days. Unit Members shall have until August 15th to use any excess vacation credit above the maximum of thirty (30) days. Excess vacation credit not used by August 15th will be paid out to Unit Members.
  3. Unit Members approaching retirement will be required to use all earned vacation days prior to the last day of work, and the responsible administrator shall notify any retiring Unit Members under their supervision of this requirement.
- C. A Unit Member may, upon approval of the appropriate administrative authority, be permitted to interrupt or terminate vacation leave in order to begin illness leave, if the Unit Member indicates at the earliest practical opportunity:
1. The basis of the request for change in leave status and provides appropriate supporting documents including certification of illness from a licensed physician or other practitioner in case of illness.
  2. The probable duration of the requested leave.



## ARTICLE 15 VACATIONS

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- D. A Unit Member, upon approval of the appropriate administrative authority, may be permitted to interrupt or terminate vacation leave in order to begin bereavement leave in accordance with Article 13. Appropriate leave of absence papers must be submitted to Human Resources.
- E. Regular Part-Time Unit Members
- Regular part-time Unit Members shall be entitled to vacation benefits on a prorated basis and shall receive the salary equivalent for the vacation days accrued during their working period. Regular part-time Unit Members shall accrue prorated vacation according to length of service as provided in section A. of this article. The salary equivalent shall be paid in June, instead of monthly, so long as it is approved by the County Superintendent of Schools.
- F. A vacation schedule shall be posted at each work location and Unit Members may bid for vacation days designated on a rotating seniority basis as determined by employment date. The following year the Unit Member choosing first shall revert to the bottom of the priority list.
1. Vacations will be taken at the convenience of the District. Vacation may, with the approval of the immediate supervisor and the Assistant Superintendent of Human Resources or designee, be taken at any time during the school year. The Unit Member may be allowed to take all of their earned vacation in one unbroken period if it is the Unit Member's wish to do so and the length of the vacation will cause no problem within the department or program as determined by the supervisor and the Assistant Superintendent of Human Resources or designee.
  2. A vacation request form should be completed and submitted to the immediate supervisor as far in advance of the vacation date as possible, but no later than two working days prior to the effective day. Approval must be received from the supervisor prior to starting of any vacation leave. Under unusual circumstances, the Director of Classified Human Resources or designee may permit a modification of these requirements.
  3. Vacation leave may not be taken in units of less than one (1) hour.
  4. Section F of Article 16 shall apply to all Unit Members, except those employed in Security Services classifications.
- G. A vacation schedule shall be posted at each work location and Unit Members may bid for vacation days designated on a rotating seniority basis as determined by employment date. The following year the Unit Member choosing first shall revert to the bottom of the priority list.
1. Vacations will be taken at the convenience of the District. Vacation may,

## **ARTICLE 15 VACATIONS**

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with the approval of the immediate supervisor and the Assistant Superintendent of Human Resources or designee be taken at any time during the school year. The Unit Member may be allowed to take all of their earned vacation in one unbroken period if it is the Unit Member's wish to do so and the length of the vacation will cause no problem within the department or program as determined by the supervisor and the Assistant Superintendent of Human Resources or designee.

2. For vacations exceeding three (3) days, a vacation request form must be completed and submitted to the immediate supervisor at least fifteen (15) days prior to the effective vacation day. The vacation request shall be approved or denied by the immediate supervisor within ten (10) working days of submission. Once approval has been granted, it shall not be revoked by either party except by mutual agreement. A denied vacation request may be appealed to the Executive Director of Maintenance & Operations.
3. For vacations of three (3) days or less, a vacation request form must be completed and submitted to the immediate supervisor as far in advance of the vacation date as possible, but no later than two (2) working days prior to the effective date. Approval must be received from the supervisor prior to the starting of any vacation leave. Under unusual circumstances, the Assistant Superintendent of Human Resources or designee may permit a modification of these requirements.
4. Vacation leave may not be taken in units of less than one (1) hour.
5. Section G of Article 16 shall apply only to those Unit Members employed in Security Services classifications.

### **H. Payment on Separation**

Upon separation from service, the Unit Member shall be entitled to lump-sum compensation for all earned and unused vacation, not to exceed thirty (30) days, except that Unit Members who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

### **I. Holidays During Vacation**

If a District-approved holiday falls within a scheduled vacation period, one additional day shall be granted for each such holiday.

### **J. Personal Necessity Days**

Days of personal necessity chargeable to sick leave may not be used in conjunction with earned vacation simply to extend the vacation period, but may be applied when circumstances are so serious in nature that the Unit Member cannot reasonably be expected to disregard their immediate attention. Request for personal

**ARTICLE 15  
VACATIONS**

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necessity leave must be approved by the Assistant Superintendent of Human Resources or designee.

K. Incentive Attendance Plan for Unit Members

1. Provisions of Incentive Attendance Plan for Unit Members

- a. Whenever a Unit Member has accumulated a total of fifty (50) or more days of unused sick leave as of June 30 of any school year, that member shall be entitled to two (2) additional days of vacation to be utilized during the following school year.
- b. Each additional increment of twenty-five (25) days of unused sick leave beyond fifty (50) days shall entitle the Unit Member to additional days of vacation to be utilized during the following school year as designated in the guidelines below.
- c. School year Unit Members who do not work during the summer months when school is not in session will be paid for the additional days of vacation earned in 1.a. and 1.b. on the basis of their daily rate of pay during the preceding fiscal year.

VACATION – Incentive Attendance Plan for Unit Members

2. Guidelines and Additional Provisions

a. Additional Vacation Schedule:

	<u>Unused sick leave on June 30</u>	<u>Additional days of vacation</u>
Plateau 1	50 days	2 days
Plateau 2	75 days	3 days
Plateau 3	100 days	4 days
Plateau 4	125 days	5 days
Plateau 5	150 days or more	6 days

Additional vacation days will be granted annually at each plateau.

- b. Statements of additional vacation entitlement shall be provided to each Unit Member by July 15 of each year.
- c. Unit Members working on an annual or full fiscal year basis do not have the option of being paid for additional vacation time rather than utilizing for vacations the days earned.
- d. Unit Members who have an accumulated balance of 45 vacation

## **ARTICLE 15 VACATIONS**

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days or less on June 30 of each year shall be eligible for the additional days of vacation.

3. This section will apply only those employees hired on or before June 30, 2006. Employees hired on or after July 1, 2006 are not eligible to participate in this Incentive Attendance Plan. The parties agree that the availability of the Incentive Attendance Plan for employees hired on or before June 30, 2006 will not be amended during the term of this Agreement.

### **L. Custodians**

1. Subject to subsection 2, below, custodial vacation requests shall normally be granted whenever adequate coverage can be maintained. Where the District deems necessary, adequate coverage may require other Unit Members to alter their schedules or to work overtime. In that case, the agreement of the other Unit Member(s) is a prerequisite to the approval of the vacation request.
2. Each school year, ten (10) custodians shall be allowed five (5) consecutive days of vacation. No later than July 1st of each year, the Operations Manager shall develop and post a school-year vacation sign up list at all sites that have custodians. The Operations Manager shall notify custodians when the sign-up list is available. The most senior ten (10) custodians who want to take vacation shall request the vacations prior to the first day of September. If the list is not exhausted, those names remaining on the list will be placed at the top of the list for the following year in seniority order.
3. All new hires may elect to be placed at the bottom of the list in order of seniority.
4. A copy of the final list shall be provided to the Union President no later than September 15 of each year.

## **ARTICLE 16**

### **EMPLOYEE SAFETY**

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#### **A. Safety and Health**

1. The District shall make provisions for the safety of Unit Members in all aspects of their employment. This shall include published District or school procedures on the safety of Unit Members. These procedures shall be disseminated to Unit Members as appropriate.
2. If a Unit Member believes a safety procedure is inadequate, they shall report this to their immediate supervisor in writing who will take the necessary actions to alleviate the problem. Should the supervisor's solution be considered unsatisfactory, the member may appeal the problem in writing to the appropriate director and/or Assistant Superintendent of Human Resources for further consideration and action. The determination of the matter by the director shall be reported to the Unit Member as soon as possible.
3. It will be the responsibility of the injured Unit Member to report an accident on the day of the accident.
4. In the event the accident is so serious that the Unit Member is removed from duty, it will be the responsibility of the supervisor of the Unit Member to report the accident to the proper authorities.
5. In the event a Unit Member is required by the District to leave a work site due to a hazardous or unsafe condition at the work site, the Unit Member's supervisor shall temporarily reassign the Unit Member to another work site without loss of pay.
6. The District will provide CPR and First Aid training to Lead Campus Safety Officers, Lead School Crossing Guards, and Lead Security Officers.
7. The District will provide the appropriate training for Lead Campus Supervisors and Lead School Crossing Guards.
8. In the event the air quality index ("AQI") for Hayward (or the nearest city for which an AQI report is available) reports levels of particulate matter greater than 150 parts per million ("p.p.m."), the District shall make best efforts to issue N-95 safety masks to all bargaining unit members within 24 hours. Furthermore, the District shall meet and confer with the Union upon the Union's request to address health and safety issues related to the air quality.

#### **B. Facilities, Conditions and Equipment**

1. A Unit Member shall report promptly in writing any unhealthy or unsafe

## **ARTICLE 16**

### **EMPLOYEE SAFETY**

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facilities, conditions or equipment to the Unit Member's immediate supervisor.

2. The District and the Union shall each appoint three (3) persons to serve on a Joint Safety Committee.
3. The committee shall meet monthly at a regularly scheduled time and place.
4. The committee shall make suggestions or recommendations in writing to the Superintendent's designee on ways to remove unsafe or unhealthy working conditions. Such recommendations shall be supported by specific facts and include estimates of the cost to implement.
5. Unit Members will not be subject to any disciplinary action for making or filing any complaint involving any unsafe working conditions. Nothing in this article shall preclude a Unit Member from filing a Cal-OSHA claim.
6. When an administrator finds a condition is such as to render a situation unsafe, unhealthy or hazardous, the administrator shall take immediate steps to protect the safety of the Unit Member.
7. To the extent known, the District shall inform School Bus Drivers of student riders who may require special medical attention. School Bus Drivers shall keep this information confidential.
8. During the life of this Agreement, the District agrees to offer, every two years, to all Unit Members, CPR/First Aid training. The District also agrees to allow time off to Unit Members to attend and conduct health and safety training and seminars.
9. Each Unit Member who handles hazardous material shall be given a copy of the District's administrative regulations regarding the proper handling and storage of such materials. The Unit Member shall direct questions regarding the proper handling of the labeling of, and/or storage of hazardous materials to the Unit Member's supervisor.
10. A procedure manual for security services Unit Members shall be developed by the District. Unit Members shall have the right to make written recommendations for items to be included in such manual.
11. District Security Officers
  - a. The District will provide each School Security Officer with four (4) uniform shirts and four (4) uniform pairs of pants.

## ARTICLE 16 EMPLOYEE SAFETY

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- b. The District will provide the cleaning of two (2) uniforms per work week for each School Security Officer during the months of October through May and twice per week for the months of June through September utilizing the cleaning establishment authorized by the District.
- c. The District will provide each School Security Officer with law enforcement style rainwear consisting of pants and a hooded jacket.

### 12. Campus Safety Officers

- a. The District will provide three (3) washable polo style knit shirts with the school logo imprinted on them and one (1) windbreaker style jacket in the school colors with Campus Safety Officer imprinted on the back.
- b. The District will provide rainwear consisting of pants and a hooded jacket.

### 13. School Crossing Guards

- a. The District will provide rainwear consisting of a hooded poncho.

### 14. All employees in classifications in Appendix A listed under Custodial, Grounds, Maintenance, Technician, Trades, Warehouse Supply, as well as Heavy Equipment Mechanic and Lead Heavy Equipment Mechanic shall receive a reimbursement of up to \$200.00 biennially for the purchase of safety shoes and/or boots. All employees in classifications in Appendix A listed under Child Nutrition and Security Services shall receive a reimbursement of up to \$100.00 biennially for the purchase of safety shoes and/or boots. If workers are unsure whether they are eligible for reimbursement pursuant to the conditions of this section they should ask their supervisor prior to purchasing the boots/safety shoes. Supervisors shall respond to such inquiries within two weeks.

Workers in these classifications who have received this reimbursement shall be required to wear the appropriate boots/safety shoes unless they submit a physician's statement that there is a medical reason not to wear such shoes.

### C. Life Threatening Illness

- 1. No Unit Member shall be discharged solely because the Unit Member has a life threatening illness.
- 2. If the Unit Member has a life threatening illness, the Unit Member shall cooperate with the District's request to submit to a medical examination to determine fitness to perform duties.
- 3. Unless required by law, no Unit Member shall be required to be tested for the HIV antibody.

**ARTICLE 16**  
**EMPLOYEE SAFETY**

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4. The District shall provide inservice training to Unit Members regarding HIV, its transmission and the proper handling of blood or bodily fluids.
- D. District Vehicles
1. The District shall conduct, at a minimum, one preventative maintenance inspection on all District vehicles on an annual-calendar basis.
  2. Every Unit Member who is responsible for a District vehicle shall complete the appropriate district vehicle inspection form on a weekly basis. The inspection form shall be turned in to the Unit Member's immediate supervisor. Significant and/or safety problems shall be addressed by the Transportation Department at the earliest date.
  3. Unit Members will be responsible to check and fill fluid levels.
- E. If the Unit Member requests and the District agrees that a Unit Member must wear safety glasses in the performance of the Unit Member's assignment, the District shall provide the Unit Member with safety glasses. The District will also provide Unit Members with any required specialized equipment necessary for the Unit Member to perform an assignment.



## **ARTICLE 17**

### **PERFORMANCE EVALUATION**

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Deficiency Notice – Written notice shall be given to a permanent Unit Member whose work performance is unsatisfactory. A reasonable period of remediation shall be granted before a final performance evaluation is given.

**A. Permanent Unit Members**

A performance evaluation shall be filed with the Human Resources Department, on each Unit Member in the permanent classified service, evaluating their performance on the job for the period covered in the report. The report shall be completed each year for each regular classified Unit Member who is not serving in an initial probationary period. A performance evaluation is not part of the disciplinary process or considered to be disciplinary in nature. It is intended to recognize a Unit Member's good performance and assist Unit Members in areas where improvement is needed.

**B. Probationary Unit members**

1. Each probationary Unit Member shall receive a copy of the class specification within the first ten (10) working days of hire or promotion to the class.
2. Each probationary Unit Member shall be evaluated at the end of the second, fourth, and fifth month by the Unit Member's immediate supervisor. Unless terminated sooner, the evaluation at the end of the fifth month is a statement as to whether the Unit Member shall be granted permanent status by the District. However, if the performance deteriorates before the end of the sixth month, the Unit Member shall not be granted permanent status. After the probationary period, performance evaluations are to be completed once a year.

**C. Procedures for Rating Unit Members**

1. Each Unit Member is to be rated by their immediate supervisor who is defined as the person of higher classification who assigns, checks, and supervises more of the work of the Unit Member than any other person in the section or office. The person (evaluator) conducting the evaluation must be the direct supervisor. The Assistant Superintendent of Human Resources or designee shall have final approval of all evaluations. The ratings shall be made in a joint conference between the Unit Member and their supervisor in accordance with procedures prescribed by the Personnel Commission.
2. In preparing the rating sheets, the first step shall be a conference with the Unit Member at which time the Unit Member and supervisor will discuss ways and means of improving the conditions under which the Unit Member is working to provide greater efficiency and productivity. They will discuss

## **ARTICLE 17**

### **PERFORMANCE EVALUATION**

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the minimum requirements for the position. Together they will analyze the Unit Member's strong points and the areas in which improvement may be made. The rating sheet will be a product of their joint cooperation. A copy of the rating sheet will be given to the Unit Member. The Unit Member will indicate their knowledge of the rating by signing the copy that will be forwarded to the Human Resources Department. The Unit Member's signature does not indicate agreement or disagreement with the evaluation. If knowing this, the Unit Member does not wish to sign, the supervisor should so state at the bottom of the page and submit the evaluation to Human Resources for placement in the Unit Member's personnel file.

3. If the summary evaluation is marked "needs to improve" or "unsatisfactory," the Unit Member and the supervisor will work out a plan of action for improvement with dates set for specific assistance and follow-up evaluations. If the Unit Member is thereafter rated "competent," the follow-up evaluation shall specifically list the areas in which the Unit Member's performance has improved. Areas of strength shall be noted on the performance evaluation in a specific manner. Areas of weakness and where improvement is needed shall be noted in writing on the performance evaluation and/or attachments detailing areas of deficiency.
4. The Unit Member shall have the right to attach a written response to each evaluation document prepared as a part of this procedure. No action shall be taken on any materials in any Unit Member's file until the Unit Member has been shown a copy of the materials and given an opportunity to respond in writing.
5. Evaluation

No negative evaluation needing improvement of any Unit Member shall be placed in any personnel file without an opportunity for discussion between the Unit Member and the evaluator and satisfying requirements outlined in the Right of Review process in accordance with section D. All evaluations shall only be based upon the direct observation and knowledge of the evaluator and previous knowledge of the issue(s) by the Unit Member. To ensure that no surprises exist at the time of the performance evaluation, a written notice shall be given to a permanent Unit Member whose work performance is unsatisfactory. Also a reasonable period of remediation shall be granted before a performance evaluation is given. Conduct not directly observed must be investigated prior to the evaluation. The Unit Member shall have the right to review and respond to any derogatory evaluation in accordance with Section C.4. above.

**ARTICLE 17**  
**PERFORMANCE EVALUATION**

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D. Right of Review

1. A Unit Member receiving an unsatisfactory or needs to improve performance rating may request in writing, within five (5) working days, a review of the evaluation and/or meeting with the supervisor's administrator for the purpose of a review of the evaluation.
2. The administrator will respond within ten (10) working days of receipt of the request. A review of the evaluation shall take place shortly thereafter and a written response shall be given to the Unit Member.
3. This review and response shall serve in place of the regular grievance procedure.

E. Personnel Files

1. Each Unit Member's personnel file shall be located in the District's Human Resources Department. Upon request the Unit Member shall have the right to review the contents of this file, provided that the Unit Member's request is made for a time when the Unit Member is not actually required to render service to the District.
2. The Unit Member may be accompanied by a representative or the representative may review the file without the presence of the Unit Member provided the Unit Member gives the District a written authorization to that effect prior to the time of the review.
3. This review shall be made in the presence of the administrator or designee responsible for the safe keeping of the file.
4. All ratings, reports, or records which were obtained prior to the employment of the person involved or were prepared by identifiable examination committee members or were obtained in connection with a promotional examination shall not be available for inspection.
5. Except for E.4., the District shall give a Unit Member copies of information of a derogatory nature prior to placing the information in the file. The Unit Member shall have fifteen (15) days from receipt of the material in which to respond in writing. The Unit Member may make a written request to the Human Resources Department for an additional ten (10) days. If the request is received prior to the expiration of the original fifteen (15) day period, the request shall be granted.
6. If a performance deficiency is noted on a performance evaluation or otherwise brought to the Unit Member's attention, each shall be in a specific enough manner to give a Unit Member clear notice of the problem. The

**ARTICLE 17**  
**PERFORMANCE EVALUATION**

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evaluator shall offer suggestions for improvement in writing, including appropriate training. The Unit Member will be then given a reasonable opportunity to correct the problem before any further action is taken against them. When a deficiency is satisfactorily corrected, the Unit Member shall be so informed, in writing. It shall be presumed that the Unit Members' performance continues to be satisfactory, unless the Unit Member has been otherwise notified in writing of less than satisfactory performance and/or need to improve.

7. Unless otherwise agreed by the parties, the proper remedy, if the procedures outlined above have not been properly followed, shall be the removal of the performance evaluation from the Unit Member's file and/or its destruction. In such cases, a new evaluation may be made.
8. Following three (3) consecutive evaluations indicating an overall performance rating of "competent" or "outstanding," and no letters of unsatisfactory performance, upon written request of the Unit Member, the District shall place in the Unit Member's personnel file a letter indicating that the Unit Member has improved since the previous negative evaluation.

**ARTICLE 18**  
**HEALTH AND WELFARE BENEFITS**

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A. Basic Policy

1. The District shall offer a core program for health and welfare. The core program shall consist of health, dental and life insurance to be determined by the parties. The parties shall determine the conditions under which opting out of the core plan is permitted, provided that all Unit Members shall be covered by the District's dental plan and that Unit Members may opt out of health coverage upon presentation of proof of alternate coverage. Unit Members working less than half time may participate in the core program at their option.
2. The core program of benefits may include, but is not limited to, medical, dental, annuity and life insurance. The joint Health Cost Containment Committee may make recommendations regarding changes in benefits, providers and additional optional benefits.
3. The District agrees that there will be two (2) SEIU Local 1021 representatives as members of the Joint Health Cost Containment Committee. This committee meets to review, discuss, and make recommendations for health and welfare benefits and any other benefits such as the commuter benefits. The District is committed to continuing to work together in order to ensure the best cost option for all of our employees and to be in compliance with the Affordable Care Act (ACA). This standing meeting is a forum to discuss issues related to health and welfare benefits. Additionally, the Collective Bargaining Agreement includes a "me too" clause within Article 20, which relates to compensation, including benefits.

B. Mandatory and Optional Health and Welfare Benefits

1. The District shall maintain an optional IRS 125 Cafeteria Plan for the benefit of Unit Members and their families. Accounts shall be established under the IRS Section 125 Plan to shelter from applicable salary taxes allowable amounts for medical insurance premium payments and dependent care expenses.
2. a. Mandatory benefit plans available to Unit Members are as follows:
  - (1) Dental Insurance Plans
    - Delta
    - United Healthcare Dental

**ARTICLE 18**  
**HEALTH AND WELFARE BENEFITS**

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- (2) Life Insurance \$50,000 – Standard Life and Accident Insurance for Unit Members working half-time or more.
      - (3) Income Protection
    - b. Optional benefits currently available to Unit Members are as follows:
      - (1) District offered insurance plans
        - o CalPERS Health Care Coverage
      - (2) Annuities - From a list of District approved annuity plans.
      - (3) Other Optional Benefits
        - o American Fidelity IRS Section 125 Cafeteria Plan
        - o American Fidelity insurance plans
        - o Standard Life and Accident insurance plans
        - o Other plans as negotiated
      - (4) PERS Long Term Care
    - c. Enrollment in health and welfare plans may be extended at the Unit Member's expense in accordance with retirement provisions in Section D of this article or in compliance with COBRA.
- C. Enrollment Procedures
- 1. The District shall provide each Unit Member a Benefits Enrollment/ Authorization form to be completed upon employment. Once yearly thereafter during the Open Enrollment period notices will be sent to all Unit Members advising of the opportunity to make changes, additions or deletions to the plans. A report shall be provided each Unit Member by the District monthly showing the expenditures for each benefit. This report may be printed on the Unit Member's paycheck stub. The District will endeavor to arrange concurrent expiration dates for all carrier policies.
  - 2. Each Unit Member, newly hired, changing from an ineligible position to an eligible position (eligibility in reference to fringe benefits), or returning from leave between the first and fifteenth of the month, may be enrolled in the District's health and welfare benefit plans beginning the first day of the following month. Each Unit Member in the categories listed who assumes duties between the sixteenth and the end of the month may be enrolled and

**ARTICLE 18**  
**HEALTH AND WELFARE BENEFITS**

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provided with benefits beginning on the first day of the month following the first full month of employment. Enrollment in the IRS Section 125 Plan is limited to the yearly enrollment period designated in the plan except for new Unit Members who shall be eligible to enroll at the time they are hired. Once an election has been made to enter a program for health and welfare benefits, that decision may not be reversed except during the appropriate Open Enrollment period or due to a qualifying event.

3. Allocation of Funds

- a. The District shall apply the amount of \$4,510.00 for full-time equivalency to the salary schedules of those classifications represented by the Unit which currently receive health and welfare benefits, effective as of July 1, 1998.
- b. Unit Members currently participating in a health plan at the subscriber plus 2 level of coverage, to which the District contributes a portion of the premium, shall receive an annual stipend of \$506.00 per year as long as they do not interrupt such coverage for the life of this contract. Such stipend shall not be added to the salary schedule.
- c. The District shall pay the premium for a \$50,000 term life insurance policy for each eligible Unit Member.
- d. The Unit Member may deduct from salary directly or through the IRS Section 125 Plan amounts for premiums for approved optional health and welfare benefit plans.

4. Each Unit Member who had been granted leave beyond paid leave for illness, disability, maternity, child adoption, advanced study or other personal reasons, may continue their dental, life, and health insurance for up to one year by paying the full cost.

D. Retirement Plan

- 1. Retirement income is provided under a coordinated program of PERS and Social Security (OASDI). The District will continue to make any required contribution to PERS, as well as making the employer's contribution to Social Security.
- 2. The District will pay the health plan premiums for Unit Members up to age 70 who at the time of retirement are in the employ of the District upon the following conditions:
  - a. Attained age 55 or more,
  - b. Were in a District plan at the time of retirement or apply for and

**ARTICLE 18**  
**HEALTH AND WELFARE BENEFITS**

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qualify to be covered by one of the District's health plans at the time of retirement.

- c. Are receiving PERS retirement allowance.
- d. Served 10 years in the District.
- e. After July 1, 1988, all new retirees shall be entitled to receive an amount equal to the Kaiser Health Plan cost for Unit Member-only coverage, adjusted annually.

After reaching the age of 70, a retired Unit Member may have the option of purchasing medical coverage through the District at the group rate provided the retired Unit Member satisfies the eligibility requirements of the insurance carrier and pays for such coverage in the manner prescribed by the carrier. Failure to pay in a timely manner shall be a basis for withdrawal of this benefit.

- 3. If the retiree is eligible for Medi-Care, the District will coordinate Medi-Care with the District health plan and reimburse to the retiree the premium cost for Part B--Medi-Care only, as long as the Medi-Care premium cost does not exceed the amount of premium reduction by the health insurance policy premium for the retiree. The retiree may pay for their coverage after reaching the age of 70, if the health care provider approves.
- 4. The District will pay the premium for the current term life insurance plan that is in effect at the time of retirement for the retiree up to age 65, or death, whichever occurs first, upon the following conditions:
  - a. Attained age 55 or more,
  - b. Received PERS allowance,
  - c. Served 15 years in the District prior to retirement,
  - d. Dependents will not be eligible for coverage,
  - e. Any disability clause will be deleted,
  - f. Amount of coverage as follows:

Age 55 through 59	\$50,000.00
Age 60 through 64	\$50,000.00

**E. Miscellaneous Provisions**

PERS retains all master contracts governing health and welfare benefits.



**ARTICLE 19**  
**COMPENSATION**

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- A. Effective July 1, 2019 the District will provide a four percent (4%) salary schedule increase retroactive to July 1, 2019 to be added to all represented positions.

Effective July 1, 2020 the District will provide a two percent (2%) salary schedule increase to be added to all represented positions.

- B. For the 2019-2020, 2020-2021, and 2021-2022 school years, salary schedule percentage adjustment, one-time payments, and benefit improvements shall not be lower than those negotiated with any other bargaining unit.

- C. The Governing Board of the District may withhold merit adjustment for all Unit Members within a class on an annual basis when such action becomes necessary in order to serve the best interests of the District.

- D. Longevity Recognition Plan

1. The Longevity Recognition Plan stipends for each Unit Member, regardless of hours worked, shall be based on the following calculation and percentage system:

Years of Service	Percentage
10	1.00%
15	2.00%
20	3.00%
25	5.00%
30	7.00%

2. The longevity stipends shall not be incorporated into the salary schedule.

- E. Anniversary Date

The anniversary date for determining the amount of longevity pay due to a Unit Member shall be the first day of the month, if this period of service is completed before the fifteenth day of the month, and the salary adjustment shall be made the first of the following month, if completed after the fifteenth of the month. The years of continuous service shall be calculated from the date of probationary employment. Periods of temporary employment shall not be counted toward longevity pay entitlement. This section is prospective from the date of the contract ratification.

## ARTICLE 19 COMPENSATION

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F. Salary Range Changes

Unless otherwise provided by special resolution of the Personnel Commission and Board of Education approval, whenever the salary range for a class is changed, the salary of each incumbent in the class on the date the range change was effective shall be adjusted to the step in the revised range that corresponds to the step the Unit Member was receiving in the former range and they shall retain the same anniversary date.

G. Working Out-of-Classification

When a Unit Member is assigned to perform duties which are not fixed and prescribed for the position by the class specification or which do not reasonably relate to those fixed for the position, for any period of time, the Unit Member's salary shall be adjusted upward by a 5% differential for the day. If this assignment is in a higher class, the salary adjustment shall be that step of the higher class which is next above the Unit Member's regular salary, or the minimum of the class, whichever salary is greater, but not lower than a 5% differential for the day. If the assignment is in a class at the same salary range, the payment of a 5% differential will be made for the day.

H. Compensation During District Required Training

A Unit Member who in the course of their employment is required by the District to engage in training shall receive compensation as follows:

1. When the District required training is scheduled during the Unit Member's regular assigned working hours, the Unit Member shall be released from work to attend without loss of pay.
2. When the District required training occurs during non-work time, the Unit Member shall be compensated at the appropriate rate of pay under this Article (straight time or overtime).
3. All costs incurred under a mandated training program for Unit Members including transportation, registration fees and supplies shall be paid by the District.

I. Whenever a Facilities Control Officer (FCO) is assigned training responsibilities, that FCO shall receive 5% premium pay for days actually spent in training a new Unit Member up to a maximum of thirty (30) days per Unit Member. The FCO shall receive the assignment in writing together with the beginning date and the ending date.

J. Effective July 1, 1988, full time FCOs and full time District Security Officers shall be paid on a monthly basis.

## ARTICLE 19 COMPENSATION

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K. Class and Compensation for Food Transporter/Kitchen Operator Classification

The parties agree to the class and compensation study suggested pay. The pay for the classification of Food Transporter/Kitchen Operator will be implemented retroactively to ninety (90) days (August 1, 2014) after the date of ratification of the contract agreement reached in March 2014.

L. Professional Growth

1. Professional Growth Program, excluding Security Services classifications

A Unit Member whose application is approved by the Assistant Superintendent of Human Resources or designee shall be entitled to receive reimbursement for the cost of fees or materials up to a maximum of \$150.00 for staff development or course work in areas related to the Unit Member's work duties. Effective July 1, 2006, the maximum reimbursable amount shall be increased to \$500.00. Provided adequate funds exist in the budget, Unit Members who are required to maintain a valid California Class B Driver's License and/or School Bus Driver's Certificate may be reimbursed for the renewal fees.

2. Professional Growth Program for Child Nutrition Unit Members

For units taken after date of this agreement, all Unit Members in the Food Service Department shall have the opportunity to participate in the following outlined professional growth program:

- a. A Unit Member successfully completing six (6) semester units of accredited Child Nutrition-related course work shall receive an additional \$.30 an hour in addition to the Unit Member's regular salary.
- b. A Unit Member successfully completing nine (9) semester units of accredited Child Nutrition-related course work shall receive an additional \$.30 an hour in addition to the Unit Member's regular salary totaling \$.60 an hour over the Unit Member's regular salary.
- c. A Unit Member successfully completing twelve (12) semester units of accredited Child Nutrition-related course work shall receive an additional \$.30 an hour in addition to the Unit Member's regular salary totaling \$.90 an hour over the Unit Member's regular salary.
- d. Courses must be accredited by a Junior College and approved by the Director of Child Nutrition, in writing, prior to taking the course.

3. Professional Growth Program for Security Services Classifications

## ARTICLE 19 COMPENSATION

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A Unit Member, employed in a Security Services classification, whose application is approved by the Assistant Superintendent of Human Resources or designee shall be entitled to receive reimbursement for the cost of fees or materials up to a maximum of \$150.00 for staff development or course work in areas related to the Unit Member's work duties.

4. Staff Development Program

The District agrees to provide Unit Members with appropriate staff development programs. The Assistant Superintendent of Human Resources or designee will determine the type of staff development training to be offered.

M. Phone Calls

Any Unit Member, other than a Facility Control Operator (FCO), who receives a telephone call after 11:00 p.m. from District management regarding District work shall be entitled to receive one hour of pay at the Unit Member's regular hourly rate if the call does not require the Unit Member to report to a District site.

N. Premium pay for Training in the Removal of Asbestos:

1. All Unit Members who receive training in the proper removal of asbestos and are assigned by the District to remove asbestos shall receive five percent (5%) premium pay in addition to their regular salary.
2. The District shall select for training from among those that volunteer for the assignment. The District shall notify Unit Members of appropriate staff development training prior to making selections from the volunteers for said training.
3. The District will pay for training materials, medical examinations, and test materials necessary for the preparation and completion of the training procedure. All designated Unit Members will be given release time for such training.

O. A position requiring a special certificate that is required by regulatory or environmental regulations shall receive premium pay (5%) upon the determination of the Superintendent's designee the above criteria have been met.

In the event all positions within a classification require specialized certificates the classification will be changed to reflect the requirements and salary schedules adjusted appropriately.

## **ARTICLE 19 COMPENSATION**

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**P. Dental**

1. Upon proof of medical coverage, Unit Members will not be required to participate in medical coverage. The District shall contribute the full premium of the lowest cost employee selected dental plan offered by HUSD for the “employee only.” Unit Members may elect to have additional coverage for dependents. Any additional premium or out of pocket costs will be borne by the Unit Member.
  
2. The District shall provide unit members with Life and Disability Insurance from the Standard Insurance Company at no charge.

**ARTICLE 20**  
**TEMPORARY REASSIGNMENT PROGRAM**  
**FOR LOCAL 1021 PRESENTED CLASSIFICATIONS**

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A. Purpose

To provide opportunities for regular Unit Members in classifications represented by SEIU Local 1021 to work in different locations and situations on a temporary basis - other than normal transfer and promotional opportunities.

It is expected that Unit Members would gain in at least four ways:

1. Obtain additional experience that will develop his/her job skills.
2. Have an opportunity to demonstrate the ability to perform effectively in different situations.
3. Increase their potential for promotion within the District.
4. Be able to participate in voluntary training programs.

B. Eligibility

1. Permanent Unit Members (those who have passed the initial six-month probation period and those on a reemployment list) in the custodial, grounds, maintenance and warehouse departments represented by SEIU Local 1021 are eligible for temporary reassignment.
2. 5% pay for out-of-class work would be provided if the position is classified at a higher salary range.
3. In the case of a voluntary move to a lower classification, the individual would be placed on the corresponding step of the lower salary range.
4. The Unit Member must identify a career goal. The District may offer additional training for such a goal if it is deemed feasible.
5. Unit Members are encouraged to enroll in a training program that is offered outside the regular work hours. Training programs should be ones offered by the Hayward Unified School District or by an accredited institution. The only exception shall be a career goal selected that is within the same classification currently held by the Unit Member.
6. The program will be reviewed annually to determine if it is feasible to expand to another department.
7. The Unit Member must already possess required licenses or certificates if

**ARTICLE 20**  
**TEMPORARY REASSIGNMENT PROGRAM**  
**FOR LOCAL 1021 PRESENTED CLASSIFICATIONS**

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required by any regulating agency for any temporary reassignment position (e.g., Unit Member must already have a bus driver's certificate to qualify for a bus driving position.)

8. The Unit Member must meet the minimum requirements for the position to which they are requesting temporary reassignment. The most senior person who has taken and passed the required scheduled examination shall be referred to the program manager responsible for the vacancy. If no one interested in the vacancy has passed the required scheduled exam, then Section D.5., of this article, shall apply.
9. The department head shall have the authority to temporarily transfer departmental Unit Members to available vacancies before accepting temporary reassignment Unit Members.

C. Nature of Temporary Opportunities

1. To be included in the program, the opportunity must be for an anticipated duration of at least one month.
2. Types of opportunities:
  - a. Replacing another regular Unit Member temporarily who is on sick leave, leave without pay or otherwise away from their regular position.
  - b. Working temporarily on special (additional help) projects.
  - c. Working temporarily in an open vacant position until the position is filled.
  - d. In unusual cases, performing work temporarily in a different field, working on special project(s) or replacing a regular Unit Member who is on leave in target positions in the other field.

D. General Practice

1. Notification of Unit Member

Openings for temporary assignment will be announced in the Career Opportunities Bulletins and posted for ten (10) days.

**ARTICLE 20**  
**TEMPORARY REASSIGNMENT PROGRAM**  
**FOR LOCAL 1021 PRESENTED CLASSIFICATIONS**

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2. Application

Interested Unit Members shall file an application with the Human Resources Department no later than the filing deadline, in order to be considered for temporary reassignment.

3. Establishment of List

The Human Resources Department shall place the applicants' names on the list by date of hire. The Human Resources Department will administer the program and have full responsibility for day-to-day operation.

4. Contact

The program manager with the vacancy will contact eligible Unit Members interested in the program.

5. Referral

a. Same-Field Opportunities

Except as noted in section B.9 of this article (Eligibility), the most senior Unit Member who is interested and available shall be referred to the program manager responsible for a particular vacancy and shall be given the assignment.

b. Other-Field Opportunities

Except as noted in section B.9 of this article (Eligibility), the three highest ranking Unit Members who are interested and available shall be referred. The program manager shall make the final determination as to whom the opportunity shall be offered. The decision will be based upon seniority, demonstrated ability, and participation in training program.

6. Release from Regular Assignment

The manager of the selected Unit Member's regular position shall be given at least fifteen (15) days notice prior to the participants occupation of the temporary position. If while on temporary reassignment, a participant is selected for a regular transfer or promotion, the new regular assignment shall become effective within fifteen (15) working days from the date of selection.

E. Limits On Reassignment



**ARTICLE 20**  
**TEMPORARY REASSIGNMENT PROGRAM**  
**FOR LOCAL 1021 PRESENTED CLASSIFICATIONS**

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1. The number of temporary assignments offered to a Unit Member shall not exceed two per fiscal (school) year. There shall be at least forty-five (45) working days between each opportunity, and each assignment must be for at least thirty (30) working days.
2. Assignments shall not exceed six (6) months.

F. Performance

1. The manager of the temporary opportunity will determine if the Unit Member is capable of meeting the expectations of the district. If the Unit Member does not meet expectations, the Unit Member's assignment may be terminated immediately. If rejected during the first seven (7) days of assignment, nothing will be placed in the personnel file.
2. If after an attempt has been made to counsel the Unit Member and there is no improvement, the temporary worker will be required to return to their regular assignment.
3. If requested, a conference shall be held between the manager and the program participant in order to discuss the unfavorable areas of performance. The Human Resources Department will develop a brief checklist evaluating the Unit Member's performance to be used by the manager which will be entered into their personnel file. A Unit Member may place a rebuttal to an unfavorable evaluation in their personnel file.

G. General

The Labor Management Committee of four members (two from management and two from the Union), shall meet each June with Associate Superintendent of Human Resources to discuss the program and propose any changes that might improve it.

- H. Article 21 shall not apply to those Unit Members employed in Security Services classifications

## ARTICLE 21 MISCELLANEOUS

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### A. Contracting Out

The District shall not contract out, if doing so would result in displacement of a permanent Unit Member. The term “displacement” includes layoff, demotion, involuntary transfer to a new classification, involuntary transfer to a new location requiring a change of residence, and time base reductions. Displacement does not include changes in shifts or days off, nor does it include reassignment to other positions within the same classification and general location or employment with the contractor, so long as wages and benefits are comparable to those paid by the school district as established in the California Educational Code Sec. 45103.1.

Nothing in this article shall be construed to limit the District’s ability to respond to emergency situations.

### B. Summer Work (Excluding Security Services Classifications)

1. The most senior Unit Member in a classification shall have priority for summer work within the Unit Member's active duty classification.
2. During recess and summer months, Unit Members who are on the eligibility list shall be given priority to fill a summer work position from that list after all senior Unit Members in the classification have been placed.

### C. Work Scheduling

Site Supervisory Personnel shall meet with custodians as needed to discuss work scheduling.

### D. Protective Clothing

1. The District will provide the appropriate OSHA approved protective clothing uniforms to each Unit Member appearing in Appendix A under the headings Grounds, Maintenance, Technician, and Trades, as well as Heavy Equipment Mechanic.
  - a. All 4 hour or more Unit members appearing in Appendix A initially employed between July 1 and March 31 shall be furnished three (3) uniforms and receive the same number of uniforms for each year thereafter.
  - b. All less than 4-hour employees initially employed between July 1 and March 31 shall be furnished a maximum of two (2) uniforms and two (2) uniforms for each year thereafter beginning with the following July 1.

**ARTICLE 21**  
**MISCELLANEOUS**

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- c. Persons initially employed between April 1 and June 30 shall receive a maximum of two (2) uniforms.
    - d. Upon receipt of uniforms by the Unit Member, C clean and neat uniforms shall be worn at all times while on duty.
    - e. If the District issues any uniform articles which cannot be laundered, the District shall be responsible for their cleaning.
  - 2. The District also intends to adopt the appropriate OSHA approved protective clothing uniforms for each Unit Member appearing in Appendix A under the headings Custodial, Child Nutrition, Transportation, and Warehouse/Delivery Worker. The District and the Union shall meet and confer regarding uniforms for those Unit Members prior to their adoption.
  - 3. As new classifications are added, the Union and Management will meet and confer to expand the list of qualified Unit Members.
  - 4.
    - a. All employees required to work outdoors shall be provided appropriate raingear as needed.
    - b. Child Nutrition - Up to five shirts annually will be issued to serving staff Unit Members.
- E. The Board of Education, upon the request of a Unit Member, will provide for the defense of any civil action or proceeding brought against the Unit Member, in the Unit Member's official capacity, on account of an act of omission in the scope of the Unit Member's employment provided that the Unit Member was not engaged in fraudulent, corrupt, or malicious action and provided that the action is not brought by the Board or an agent of the Board.
- F. Personal Property Loss
- 1. The District shall reimburse Unit Members for the repair or replacement of personal property of the Unit Member lost, damaged or destroyed while the Unit Member was on duty in the school, on the school premises or at a school-sponsored activity, unless such damage or loss is due to negligence by the Unit Member, and is not covered by the Unit Member's personal insurance. Personal property shall include such things as eye glasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the Unit Member.
  - 2. Damaged property shall be submitted to the District together with a property report.
  - 3. In the event a payment is made under this policy, the District will, to the

**ARTICLE 21**  
**MISCELLANEOUS**

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extent of such payment, be subrogated to any right of the Unit Member to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.

4. The maximum amount of the District's reimbursement shall be no more than \$350.00 nor less than \$30.00 per incident. Exception: replacement of dentures shall not be subject to the \$350.00 limitation.
5. Establish a fixed fund of \$5,000.00 for legitimate damages to Unit Members' automobiles parked on school property during work hours. The Unit Member must have completed a security incident report and filed a tort claim. This fixed fund is available to all Unit Members except those employed in Security Services classifications.
6. Establish a fixed fund of \$2,000.00 for legitimate damages to Unit Members' automobiles parked on school property during work hours. The Unit Member must have completed a security incident report and filed a tort claim. This fixed fund is available to only those Unit Members employed in the Security Services classifications.

G. Seniority

1. For all purposes, seniority shall be defined as date of appointment to current classification. In the event current Unit Members have the same date of hire, the order of seniority that currently exists between these Unit Members shall be maintained. Unit Members hired on or after July 1, 1990, who are hired on the same date shall have the order of seniority established by lottery.
2. Seniority shall also include time spent in higher classifications.
3. This definition shall be used when applying the layoff procedures contained in Rule 9 of the Personnel Commission Rules.

H. Parties have agreed to negotiated side letters regarding carpets, rugs, upholstered furniture; and unauthorized animals in the classroom.

I. The District agrees to work with the Union to establish a mentoring program; this can include discussion of premium pay.

J. Substitute List (applies only to Security Services Classifications)

**ARTICLE 21**  
**MISCELLANEOUS**

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1. The District shall provide an opportunity for interested and eligible District Unit Members to apply for substitute work as a Facilities Control Officer and/or School Security Officer.
2. The District shall provide the necessary training for those Unit Members selected, on the Unit Member's own time.

**K. Summer School (High Schools; applies only to Security Services Classifications)**

The parties share an interest in having at least one Unit Member from each high school work during summer school. Therefore, the parties agree that summer school assignments shall be made on a rotating basis according to the following procedures.

1. At the beginning of this Agreement, Unit Members at each high school shall be placed on a summer school list in seniority order. New employees shall be placed on the summer list after the person with the lowest seniority ranking. Each high school shall maintain a separate summer school list for each covered classification.
2. Prior to the start of summer school, the District shall notify Unit Members which high school(s), if any, shall operate a summer school program. Thereafter, the District shall offer a summer school assignment to the Unit Member at the top of each summer school list. If that Unit Member declines the summer school assignment, the District shall offer the assignment to the next person on that list.
3. If a Unit Member accepts or declines a summer school assignment, that person's name shall be moved to the bottom of the appropriate summer school list.
4. If no Unit Member on an appropriate summer school list accepts the summer school assignment, or if assignments remain after one Unit Member from each high school has accepted a summer school assignment, the District shall offer the assignment(s) to the remaining Unit Members based on District seniority. If no Unit Member will accept a summer school assignment, the District may assign a Unit Member to perform that assignment in inverse seniority order.

**L. Business Costs**

The District is solely responsible for any and all costs of doing business in all matters relating to work, including, but not limited to, any costs related to job required trainings and certifications.

**ARTICLE 21**  
**MISCELLANEOUS**

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In the event that a District training cannot be held during the Unit Member's regular work hours, the Unit Member will be paid at their regular rate of pay, or overtime, or holiday pay as applicable for time spent in District's training.

- M. The work order system will be used to place furniture move requests. Every effort will be made so that only employees in the classification of the District Mover will be assigned to move furniture that is not District-owned and District-issued per Board Policy 3290. In the event the District Movers are unavailable and upon notification to the Manager of Child Nutrition Operations & Warehouse Delivery Systems or designee, the appropriate moving equipment will be provided to the site. Additionally, all classifications with custodian in their title will be trained on proper moving and lifting techniques.

**ARTICLE 22**  
**SITE BASED DECISION MAKING (SBDM)**

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A. Philosophy

1. The District and the SEIU Coalition agree that Shared Decision Making should be fostered, promoted and supported in accordance with the following provisions.

The District and the SEIU Coalition herein recognize that SDM in which unit members at designated sites are given increased responsibility for making decisions will improve effective operations practice and process. This process would better provide opportunities for the exchange of ideas, data and information that is necessary to improve overall operations of maintenance, operations, transportation, warehouse, and security. The District and the SEIU Coalition agree that better decisions should be made and fostered through the SDM process within the above mentioned departments.

B. Structure

1. Two thirds of the effected bargaining unit members voting shall initiate SDM at the designated sites:
  - a. Amador Yard-SDM Team shall be composed of:  
Two (2) representatives of the Administration  
Two (2) representatives of the Supervisors  
One (1) representative of each of the following cohorts:  
    paint/carpentry,  
    electronics/electric  
    maintenance (building #5)  
    grounds/utility  
    transportation  
    SAFECO
  - b. Warehouse/Purchasing
  - c. Child Nutrition Center - Production  
    Two (2) CNA  
    One (1) FPO  
    One (1) B-C-D  
    One (1) Machinery  
    One (1) Back Kitchen  
    One (1) Warehouse  
    One (1) Custodian  
    One (1) FP Suprv.  
    One (1) Manager (NSC)  
    One (1) Director

**ARTICLE 22**  
**SITE BASED DECISION MAKING (SBDM)**

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- d. Child Nutrition - Service
  - Two (2) HS
  - One (1) IS
  - Two (2) SKO
  - One (1) B-C-D
  - One (1) Back
  - One (1) Packaging FPC
  - One (1) Warehouse
  - One (1) Mrgr or Suprv
  - One (1) Asst. Director

- 2. Representatives shall be elected for a two year term and may stand for reelection.
- 3. Alternates may be elected and shall attend and vote in the absence of the regular representatives.
- 4. There shall be joint chairs selected at-large and rotated at designated intervals.
- 5. SDM Teams shall consider all points of view expressed at the sessions.
- 6. Meetings shall be held at a time convenient for all participants. Participants shall receive adequate release time or pay as appropriate. Subs will be provided if necessary. Decisions attained by consensus shall be the primary goal. The first major task of the team will be deciding on the process for reaching consensus. Decisions not susceptible to the consensus process shall in a timely fashion be determined by majority vote. The majority shall be based on members present.
- 7. An agenda shall be prepared by the co-chairs 72 hours in advance of each meeting with committee members provided an opportunity for submission of items and supporting documents 24 hours prior to its preparation and sent to committee members. Robert's Rules shall govern procedures not outlined in this agreement.

C. Functions

- 1. The Amador Yard SDM Team shall have the following functions and responsibilities:
  - a. Participation in training.
  - b. Developing an Amador Yard Project Agreement (PA). Such agreement shall not extend to hiring, firing, staffing or evaluating bargaining unit members. Neither shall such a project agreement



**ARTICLE 22**  
**SITE BASED DECISION MAKING (SBDM)**

---

include a merit pay system, or any other provisions contrary to the collective bargaining agreement. The PA shall include goals and objectives, staff development and shall include an evaluation of the PA on an annual basis.

- c. Designing and conducting staff development programs and policies.
- d. Yard-wide problem solving.
- e. Coordination among departments.
- f. Developing procedures and communications which encourage unit members involvement in SDM.

D. Implementation

- 1. In support of these goals and to facilitate the implementation of HUSD's Blueprint for the Future, the parties agree that these Teams shall meet regularly and in concert with HUSD:
  - a. To facilitate the implementation of the HUSD SDM model through this and any subsequent agreements between the District and SEIU.
  - b. Periodically review and assess SDM and where appropriate make changes.
  - c. Make sure that necessary financial resources are made available to the Amador Yard SDM as the staff prepares for and implements relevant processes and structures. The District shall assist in the application for relevant grants.
  - d. Provide guidance and relevant training to all SDM participants.

E. The District agrees to allow one member of the unit to serve on the Central Team for District SBDM.

F. One member from Maintenance and Operations on each site where SBDM is in operation.

The Maintenance and Operations unit at any site, with the exception of the Amador Yard or the Central Kitchen which is involved in SBDM, may designate at least one of its members to serve on that site's SBDM Team.

**ARTICLE 23**  
**IMPLEMENTATION AND DURATION OF AGREEMENT**

---

A. Duration of Agreement

1. During the term of this Agreement, the exclusive representative agrees that the District shall not be obligated to meet and negotiate with respect to any subject or matter referred to or covered in this Agreement. Upon request and mutual agreement the parties may reopen negotiations during the term of this Agreement. Notwithstanding the foregoing, the parties shall meet and negotiate regarding impact legislation affecting any term or condition of employment in this agreement.
2. During the term of this Agreement, in the event of a minor change, new practice subject, or matter arises that impacts hours, pay, workload, or conditions of employment, the Union shall be notified and shall have the right to meet and confer upon request.
3. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The parties further agree to continuation of all other written Board policies and rules and regulations not specifically enumerated within.
4. This agreement shall become effective upon ratification by both parties and remain in effect until midnight June 30, 2022.
5. The parties to this Agreement may mutually agree to extend this contract until a subsequent Agreement can be reached.

B. Reopeners

1. For the 2021-2022 school year, either party may give written notice of its desire to open Article 19, Compensation.
2. In the event that neither party gives appropriate written notice by January 31<sup>st</sup> to the other of its desire to reopen this Agreement, neither party shall be obligated to meet and negotiate.

C. Negotiations for a New Agreement

D. Negotiations for a new agreement shall be initiated by March 1<sup>st</sup> via a written request from the District or the Union. The request shall specify the matter(s) to be negotiated.

E. Upon receipt of this written notice, arrangements shall be made pursuant to the provision of the EERA, including Public Notice provisions, for meeting and negotiating to commence.

## **ARTICLE 24**

### **SAVINGS CLAUSE**

---

- A. If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations within thirty (30) days for the sole purpose of arriving at a mutually satisfactory replacement of such provision.

**ARTICLE 25**  
**RATIFICATION OF AGREEMENT**

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- A. After the Chief Negotiator for the School District and the Chief Negotiator of the Union have signed an Agreement according to the requirements of the Educational Employment Relations Act, the Agreement shall be recommended to the Board of Education and to the membership of the Union for ratification within three (3) days of the signing.
- B. Within five (5) days after the presentation to the Board and to the membership of the Union, notification of ratification or rejection shall be made a matter of public record. If ratified, a Ratification Document shall be signed at the end of a copy of this contract by the President of the Board of Education and the President of the Union. Only then shall the Agreement become effective at the time agreed upon in the Agreement.
- C. If either or both parties fail to ratify this Agreement, it shall be the responsibility of the Chief Negotiator and the negotiating representatives of the Union to resume negotiations immediately in an effort to secure an Agreement which will be ratified by both parties.

**NEGOTIATORS AGREEMENT**

---

Wendy Whittaker, Chapter President  
SEIU Local 1021, (M&O/SAFECO Unit)

---

Kim Watts, Assistant Superintendent  
Human Resources  
HUSD

---

Leroy Lanell Johnigan, Chapter Vice President  
SEIU Local 1021, (M&O/SAFECO Unit)

---

Fernando Yañez, Executive Director  
Classified Human Resources & Personnel Commission  
HUSD Personnel Commission

---

Letizia Zamudio, Field Representative  
SEIU Local 1021, (M&O/SAFECO Unit)

**APPENDIX A**  
**MAINTENANCE & OPERATIONS & SAFECO UNIT**

---

**Custodial**

Custodian  
Lead Custodian  
Senior Custodian

**Child Nutrition**

Child Nutrition Assistant  
Food Transporter/Kitchen Operator  
Serving Kitchen Operator

**Grounds**

Grounds Equipment Operator  
Groundskeeper  
Irrigation Technician  
Senior Grounds Equipment Operator

**Maintenance**

District Mover  
Heavy Equipment Operator  
Maintenance Technician  
Maintenance Worker

**Technician**

Cabling Technician  
Electronics Technician  
HVAC Mechanic

**Trades**

Carpenter/Cabinet Maker  
Electrician  
HVAC Mechanic  
Locksmith  
Painter  
Plumber  
Skilled Trades Worker

**Transportation**

Heavy Equipment Mechanic  
Transportation Dispatcher  
School Bus Driver

**Warehouse Supply**

Storekeeper  
Warehouse/Delivery Driver

**Security Services**

Campus Safety Officer  
Lead Campus Safety Officer  
Lead Crossing Guard  
School Crossing Guard  
District Security Officer  
Facility Control Operator

**APPENDIX B**  
**ENTITLEMENT SCHEDULE**

---

ENTITLEMENT for Regular **CLASSIFIED UNIT MEMBERS** working two (2) hours or more per day:

**12 MONTH PERCENTAGES**

**SCHOOL YEAR PERCENTAGES**

2 hrs. to 2-3/4 hrs	25%	2 hrs. to 2-3/4 hrs.	25%
3 hrs. to 3-3/4 hrs.	37½%	3 hrs. to 3-3/4 hrs.	37½%
4 hrs. to 4-3/4 hrs.	50%	4 hrs. to 4-3/4 hrs.	50%
5 hrs. to 5-3/4 hrs.	62½%	5 hrs. to 5-3/4 hrs.	62½%
6 hrs. to 6-3/4 hrs.	75%	6 hrs. to 6-3/4 hrs.	75%
7 hrs. to 7-3/4 hrs.	87½%	7 hrs. to 7-3/4 hrs.	87½%
8 hrs.	100%	8 hrs.	100%

**APPENDIX C**  
**DISCIPLINARY ACTION AND APPEAL**

---

**Personnel Commission Rules**  
**CHAPTER 10**  
**DISCIPLINARY ACTION AND APPEAL**

**10.1 Causes For Disciplinary Actions**

A. Actions subject to discipline:

In addition to those prescribed in Education Code Section 45123, 45124, and 45303, or other governmental statutes, the following are causes for disciplinary action:

1. Incompetence.
2. Inefficiency.
3. Insubordination or willful disobedience.
4. Inattention to or dereliction of duty.
5. Discourteous, abusive, or threatening treatment of the public, employees, or students, including sexual harassment, or any violation of Government Code Section 12940, Paragraph (i).
6. Any willful or persistent violation of the provisions of the Education Code or of written rules, regulations, or procedures adopted or established by the Board of Education, the Personnel Commission, or the administration.
7. Work-related dishonesty, including examination deception or fraud.
8. Appearing for work under the effects of alcohol or drugs or using alcohol or drugs illegally while on duty.
9. Immoral conduct.
10. Engaging in political activities during assigned duty hours.
11. Conviction by a court of competent jurisdiction of a felony or of a crime involving moral turpitude (for example, sex offense or narcotics convictions). A plea, verdict, or finding of guilty, or a conviction following a plea of nolo contendere, is deemed to be a conviction within the meaning of these rules. The record of conviction of the crime shall be conclusive evidence of the fact that the conviction occurred, but only of that fact, and the Commission may inquire into the circumstances surrounding the commission of the crime in order to determine if the conviction is of an offense involving moral turpitude.
12. One or more criminal convictions where the nature of the crime is such that it would indicate that the employee is a poor employment risk for the particular job which he/she holds with the District.
13. Failure to disclose material facts or the making of any false or misleading statement on any application, examination form or other official document of the District.
14. Frequent unexcused absence or tardiness.

## APPENDIX C

### DISCIPLINARY ACTION AND APPEAL

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15. Abuse of leave privileges by habitual use of illness leave for trivial indispositions, or by absence so frequent that, over an extended period of time, the efficiency of the service is impaired.
  16. Failure to report upon reasonable notice for review of criminal records.
  17. Failure to report upon reasonable notice for health examination.
  18. Absence without leave, or abandonment of position. Any employee who fails to report for duty for three consecutive working days without permission from the supervisor shall be deemed absent without leave; or fails to return from a leave of absence within three working days after the expiration of an authorized leave shall be deemed to have abandoned the position. Such absences without leave shall be deemed an automatic resignation.
  19. Failure to progress adequately in a training program which is required for the classification.
  20. Active participation by a management or confidential employee in the affairs of an employee organization which is an exclusive representative. "Active participation" shall include holding office in the organization, working for the organization in the capacity of an employee or volunteer, participating in activities designed to increase membership in the organization, and serving on committees established for the purpose of developing, reviewing, or approving the collective bargaining position of the organization or reviewing or approving proposals presented by the Board of Education.
  21. Willful or persistent violation of, or failure to enforce, regulations or procedures pertaining to health and safety.
  22. Unauthorized use of District or student body property.
  23. Any other failure of good conduct tending to injure the public service.
  24. Failure to maintain a license, permit or certification as required by Federal or State Law, statute, rule or regulation, may be grounds for disciplinary action.
- B. Substitute, Provisional, Limited-Term Employees:

Any substitute, provisional or limited-term employee may be dismissed from such status in accordance with Rule 4.10, Disqualification of Unfit Applicants, Candidates, Eligibles.

#### **10.2 Procedures For Disciplinary Actions**

**Statement of Intent:** The purpose of this Commission rule is to provide orderly procedures in processing disciplinary actions. The procedures listed provide protections and guidelines for both the District and the employee within established law and personnel practice. In most cases, discipline should be viewed as a positive experience, used to modify behavior, rather than penalize an employee; therefore, discipline should be progressive. The employee should be informed of the work standards required and warned of offenses prior to the imposition of discipline.



## APPENDIX C

### DISCIPLINARY ACTION AND APPEAL

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#### DEFINITIONS:

1. DAYS - Calendars days unless otherwise designated.
2. DISABILITY - Includes impairment of sight, hearing, or speech, or impairment of physical ability because of amputation or loss of function or coordination, or any other health impairment which requires special education or related services.
3. DISCHARGE OR DISMISSAL - Separation from service for cause.
4. DISCIPLINARY ACTION - Suspension, involuntary demotion, of an employee for cause.
5. INVOLUNTARY ACTION - Reduction of an employee or dismissal from a higher class to a lower class or salary increment for cause as a disciplinary measure.
6. NOTICE OF UNSATISFACTORY SERVICE - A form or letter used as a written reprimand. It has the following uses:
  - a. To notify the employee of unsatisfactory service when a written reprimand is needed. Such use is optional at supervisory discretion.
  - b. To notify the employee of the causes and charges for impending disciplinary actions when they are based on unsatisfactory service.
7. RECEIPT - When service is by mail, receipt shall be interpreted to mean the acceptance of the registered or certified document by or on behalf of the addressee, as evidenced by a signature on the return receipt. Notification by the United States Postal Service to the effect that delivery cannot be made at the home of record shall be deemed to meet the requirement of "receipt" as used in these rules.
8. SUSPENSION - Temporary removal of an employee from a position for cause without pay, or indefinite removal preliminary to investigation of charges pursuant to the provisions of the Education Code Section 45304.
9. UNSATISFACTORY SERVICE - The performance of assigned duties in a manner which is detrimental to the good of the service, or the failure to perform them, or the performance of actions while on duty which are detrimental to the good of the service.
  - A. No employee in the classified service shall be suspended, demoted, dismissed, or in any way discriminated against because of political, religious acts, opinions or affiliations, race, color, sex, sexual orientation, national origin or ancestry, disability, military veteran or non-veteran status or marital status except as subject to the provisions of these Rules.
  - B. Before a permanent employee in the classified service may be suspended, demoted, or dismissed, the following procedures must be followed:
    1. The employee must receive a written notice of the proposed action specifying:
      - a. the recommended effective date
      - b. the charge/s on which the proposed action is based

**APPENDIX C**  
**DISCIPLINARY ACTION AND APPEAL**

---

- c. the date action will be presented to the Board of Education for consideration employee's right to respond to the charge/s specified.

[Revised: 11-21-02]

2. Delivery of Written Notice

- a. The notice shall be delivered to the employee personally if practicable, and the employee shall be requested to sign it as acknowledgement of receipt.
- b. When personal delivery of the notice is impracticable, the notice shall be sent to the employee's last known address by registered or certified mail with return receipt requested.
- c. If an employee refuses to sign a notice which is personally delivered, the notice may be presented by the witness.

[Revised: 11-21-02]

3. Employee's Rights

- a. The employee shall have the right to respond either orally or in writing.
- b. The employee shall have the right to examine and obtain copies of all written materials on which the proposed action is based.
- c. The employee shall have the right to request in writing a meeting with the Superintendent or designee within five working days of receipt of the notice.
- d. The employee shall have the right to representation at such meeting.
- e. Failure of the employee to make a response or request a meeting within five working days shall constitute a waiver of this provision.

[Revised: 11-21-02]

4. Action by the Board of Education

- a. After action is taken by the Board, the Superintendent or designee shall notify the employee and the Executive Director of Classified Human Resources of the Board action.
- b. The Executive Director of Classified Human Resources shall immediately notify the employee in writing of the Board action, effective date, and appeal rights.

[Revised: 11-21-02]

- C. Dismissal shall cause removal of the employee's name from all current eligibility lists.
- D. Failure to appeal as provided in Commission Rule shall make the action of the Board of Education final and conclusive.

**APPENDIX C**  
**DISCIPLINARY ACTION AND APPEAL**

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- E. In exceptional circumstances (e.g., to protect the safety of co-workers or students) an immediate suspension with or without pay may be made without advance notice in accordance with Education Code Section 44940. [Revised: 11-21-02]
- F. Suspension without pay shall not exceed the limitations (30 days) in accordance with Education Code Section 45304. [Revised: 11-21-02]

**10.3 Suspension For Specific Offenses Processed As Involuntary Leave**

A regular employee charged with the commission of any sex offense defined in Section 44010 or narcotics offense defined in Section 44011 of the Education Code, Sections 11357 to 11361, inclusive, 11363, 11364, or 11377 to 11382, inclusive, Insofar as such sections relate to, any controlled substances in paragraph (4) or (5) of subdivision (b) of Section 11056 or any controlled substances in subdivision (d) of Section 11054, except paragraphs (10), (11), (12) and (17) of such subdivision, of the Health and Safety Code; or a serious or violent felony as defined in the Penal Code, Sections 667.5(c) and 1192.7(c), by complaint, information, or indictment filed in a court of competent jurisdiction may be suspended as provided for in the second paragraph of Section 45304 of the Education Code. An employee who is so suspended has no right to appeal the suspension to the Commission and, therefore, has no right to a hearing. Such a suspension will be processed as an involuntary personal leave in accordance with the provisions of this rule relative to suspensions. The employee may receive compensation as provided for in Section 45304 of the Education Code. [Revised: 11-21-02]

**10.4 Appeal to Disciplinary Action**

- A. After being furnished with a written copy of the charges, a permanent employee who has been suspended, demoted, or dismissed may appeal to the Personnel Commission within 14 days by filing a written answer to such charges. Appeal may be made only on the following grounds:
  - 1. That the procedure set forth in these rules has not been followed.
  - 2. That the disciplinary action was taken because of the employee's affiliations, political or religious acts or opinions, race, sex, sexual orientation, disabilities, color, national origin, marital status, age, ancestry, or medical condition. [Revised: 11-21-02]
  - 3. That there has been abuse of discretion.
  - 4. That the action taken was not in accord with the facts.

**10.5 Hearing Procedure**

- A. The Personnel Commission may conduct hearings of appeals or may appoint a hearing officer to conduct the hearing and report findings and recommendations to the Commission. In the event of an appeal by an employee of the Personnel Commission, a hearing officer shall be appointed.

**APPENDIX C**  
**DISCIPLINARY ACTION AND APPEAL**

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- B. Hearings shall be conducted in the manner most conducive to determination of the truth, and neither the Commission nor its hearing officer shall be bound by technical rules of evidence. Decisions made by the Commission shall not be invalidated by any informality in the proceedings.
- C. The Personnel Commission or its hearing officer shall determine the relevancy, weight, and credibility of testimony and evidence. It shall base its findings on the preponderance of evidence.
- D. Each side will be permitted an opening statement. The Board shall first present its witnesses and evidence to sustain its charges and the employee will then present witnesses and evidence in defense. Each side may then present a closing statement.
- E. Each side will be allowed to examine and cross-examine witnesses.
- F. Both the Board and the employee will be allowed to be represented by legal counsel or other designated representative.
- G. The Commission may, and shall if requested by the Board or the employee- - and pertinent to the proceedings - - subpoena witnesses and/or require the production of records or other material evidence. The response timeframe and procedures are outlined below:
  - 1. **Prehearing Conference**
    - a) The Executive Director of Classified Human Resources and representatives who will present the case to the Personnel Commission are required to meet for a prehearing conference.
    - b) The purpose of the prehearing conference is to review matters in preparation for the hearing, and if possible resolve any matters or motions.
    - c) Exhibits, witness list, narrative statements and subpoena requests must be exchanged no less than fifteen (15) days before the prehearing conference.
    - d) Exhibits not presented fifteen (15) days in advance of the prehearing conference or additional witnesses not identified will not be allowed at the hearing unless it can be shown that despite using due diligence, the exhibit or witness could not have been identified earlier.
    - e) The parties will use the prehearing conference to work out stipulations regarding exhibits and matters which are not in dispute.
    - f) The parties shall meet with the Executive Director of Classified Human Resources or Hearing Officer for the prehearing conference.
  - 2. **Subpoena Requests:**
    - a) The date and time each witness is requested to appear should be provided with the request for subpoenas.
    - b) The party shall provide all necessary witness fees to the Executive Director of Classified Human Resources concurrently with its witness list.
  - 3. **Exhibits Required:**

**APPENDIX C**  
**DISCIPLINARY ACTION AND APPEAL**

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- a) Parties are directed to provide sufficient copies of the material for each Commissioner, the hearing officer (if applicable), opposing counsel, and the Executive Director of Classified Human Resources.
  - b) Any documents or other exhibits which were part of the record during the administrative review process or are normal District records may be entered by stipulation.
- 4. Notification and Correspondence:**
- a) All correspondence and notification from this office will be addressed to the Assistant Superintendent of Human Resources as the District's representative.
  - b) It is the representative of the employee's responsibility to notify the employee of scheduled meetings.
  - c) Failure to appear at the prehearing conference or failure to provide required documents to proceed with the hearing on the scheduled date(s) may result in forfeiture of the appeal.
- H. The Commission may, prior to or during a hearing, grant a continuance for any reason it believes to be important to its reaching a fair and proper decision.
- I. Whether the hearing is held in an open or closed session, the Commission, after it concludes the hearing, may deliberate its decision in closed session. No persons other than members of the Commission, its counsel, and its staff shall be permitted to participate in the deliberations. If its counsel also served as counsel for the Board, he/she shall be barred from the Commission's final deliberations. The accused employee may waive rights to an open hearing.
- J. The Commission may sustain or reject any or all of the charges filed against the employee. It may sustain, reject, or modify the disciplinary action invoked against the employee. It may not provide for discipline more stringent than that invoked by the Board. If the Commission employs a hearing officer, the Commission may instruct such authorized representative to present findings or recommendations. The Commission may accept, reject or amend any of the findings recommendations of its hearing officer. Any rejection or amendment of findings or recommendations shall be based either on a review of the transcript or recording of the hearing or investigation or upon the results of such supplementary hearing or investigation as the Commission may order. Should the appellant fail to appear at the time and place of the hearing, the appeal shall be considered withdrawn. [Education Code Section 45312]
- K. The Commission shall render its judgment as soon after the conclusion of the hearing as practicable. The decision shall be filed by the Commission as a public record and given or mailed simultaneously to each party within 14 days of the filing. The decision shall set forth which charges, if any, are sustained and the reasons therefore. If a disciplinary action is not sustained its order shall set forth the effective date of the action ordered by the Commission. [Revised: 10/10/2012]

**APPENDIX C**  
**DISCIPLINARY ACTION AND APPEAL**

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**L. LEGAL REFERENCES**

M. Education Code:

44010 Sex Offense

N. 44940 Mandatory Leave of Absence Offense

O. 45122.1 Serious and Violent Felonies

P. 45125 Fingerprint Records

45304 Written Charges for Suspension, Demotion, or Dismissal; Provisions for Suspension Pending Determination of Sex Offense or Narcotics Offense

Q. 45305 Appeal by Employee

45306 Investigation and Hearing on Appeal

45307 Reinstatement and Employee Compensation; Determination of Terms and Conditions; Notification

45311 Powers of Commission in Conducting Hearings, and Inspect in Records of Governing Board

45312 Hearings or Investigation by Hearing Officer

R. Government Code:

12926 Definitions Regarding Unlawful Practices

S. Health & Safety Code: Controlled Substances Convictions

11054 Controlled Substance; Opiates

11357-11361 Marijuana

11363 Peyote

11364 Paraphernalia

11377-11382 Prescription Drugs

T. Penal Code:

U. 667.5(c) and 1192.7(c) Violent and Serious Felonies

## APPENDIX D

### CLASSIFIED PERSONNEL PERFORMANCE REPORT

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Evaluation Purpose:

Recognizing that employees comprise the District's most valuable resource, the purpose of conducting a periodic performance evaluation is to encourage excellence by providing a written and oral assessment of work performance. The performance evaluation system is designed to communicate performance standards for the position and encourage professional growth and improvement of skills and other performance aspects of the employee being evaluated.

**Performance evaluation is not a disciplinary measure.**

The entire evaluation must be based on the employee's current assignment and must also be based on the job descriptions of his/her classification. The Evaluator shall consider each category and mark the box that most closely represents the employee's performance throughout the evaluation period.

Prior to completion of the Performance Evaluation Report, the Evaluator and the Employee must interact to review the areas where the performance needs improvement. The Evaluator must provide explanation or narrative to substantiate any area of work that needs improvement. The Employee has the right to write a rebuttal, if he or she disagrees with the report.

# **SIDE LETTERS**





Side Letter of Agreement

SEIU Local 1021

And

HUSD


The Hayward Unified School District (HUSD) and the Service Employees International Union (SEIU) agree that all the provisions of the current agreement between the parties will stay in full force and effect until the parties negotiate a successor agreement for 2012- 2015.



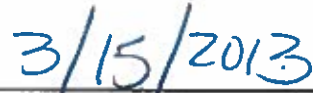
Signature: HUSD



Date



Signature: SEIU



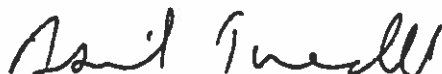
Date


TENTATIVE AGREEMENT  
BETWEEN  
HAYWARD UNIFIED SCHOOL DISTRICT  
AND  
UNITED PUBLIC EMPLOYEES, LOCAL 790 SEIU, AFL-CIO

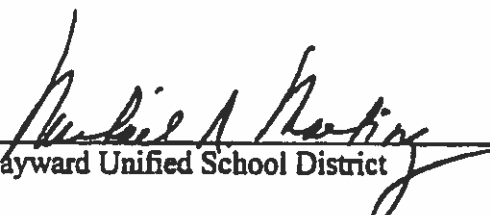
**ADDENDUM TO THE AGREEMENT BETWEEN HAYWARD UNIFIED  
SCHOOL DISTRICT AND THE UNITED PUBLIC EMPLOYEES, LOCAL 790,  
SEIU, AFL-CIO**

This is an addendum to the July 1, 1997 – June 30, 2000 Agreement between Hayward Unified School District and SEIU, 790. Except as modified below, the language of the Agreement shall be continued in effect without change.

The Agreement shall apply to the 1998-99, 1999-2000 and the 2000-2001 school years. This Agreement shall remain in full force and effect up to and including June 30, 2001.

  
\_\_\_\_\_  
United Public Employees, Local 790 SEIU,  
AFL-CIO

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Hayward Unified School District

  
\_\_\_\_\_  
Date

**LETTER OF AGREEMENT  
REGARDING**

**Resource Center Assistant Change in Range**

The parties hereby recognize that the Personnel Commission has recommended a change in the range for Resource Center Assistants from range 13 to 19. We agree to these changes and further agree that incumbents in those positions will receive a salary increase retroactive to November 1, 2000.

*Michael A. Harting*  
Signed for the District

*Joris A. LeBlanc*  
Signed for Local 790

11/28/00  
Date

12-1-00  
Date

RECEIVED  
DEC 06 2000  
PERSONNEL SERVICES

**UNITED PUBLIC EMPLOYERS, LOCAL 790 SEIU, AFL-CIO  
MAINTENANCE AND OPERATIONS UNIT  
and the  
HAYWARD UNIFIED SCHOOL DISTRICT  
LETTER OF AGREEMENT**

WHEREAS, the United Public Employees, Local 790 SEIU ("Union") and the Hayward Unified School District ("District") (collectively "Parties") agreed, as part of the 1997-2000 Contract, to incorporate health benefits into base compensation;

WHEREAS, the Parties agreed to the salary schedule in the 1997-2000 Contract which included additional compensation for health benefits ("Regular Salary Schedule");

WHEREAS, the Union subsequently asserted that the Regular Salary Schedule failed to provide unit members who work less than 12 months per year with the health benefits equivalent that was intended by the parties in agreeing to the 1997-2000 Contract;

WHEREAS, the Union and the District met and conferred, and agreed to create a separate salary schedule for unit members who work less than 12 months per year ("Revised Salary Schedule") to ensure that they receive the same benefits equivalent as was intended by the parties in agreeing to the 1997-2000 Contract: and

WHEREAS, under the Revised Salary Schedule, unit members who work less than 12 months per year are paid at a higher rate for overtime and summertime work than was intended by the parties in agreeing to the 1997-2000 Contract;

THE PARTIES AGREE that:

- (1) The Regular Salary Schedule shall govern pay rates for summertime work of employees who work less than 12 months per year, and any overtime work they perform at any time during the year shall be based on their rate of pay from the Regular Salary Schedule.
- (2) The Revised Salary Schedule shall continue to govern pay rates for all other work performed by employees who work less than 12 months per year.

12/15/99  
Date

12/15/99  
Date

Ray N. Lee  
Chief Negotiator  
United Public Employees, Local 790

Hayward  
Chief Negotiator  
Hayward Unified School District

**HUSD and SEIU (M&O)**


**Side Letter Relating to  
Article 20, section I (Professional Growth)  
February 14, 2003**

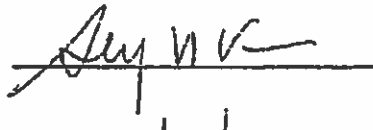
**Both the District and Union wish to encourage Unit members to pursue professional growth opportunities without increasing the District's annual allocation for professional growth set forth in Article 20, section I, subsection 1 (\$5,000.00). For the fiscal year, beginning July 1, 2003 through June 30, 2004, the District agrees to increase the reimbursement amounts listed in Article 20 section, I, subsection 1 and 2 from \$300 to \$400, for approved course work in areas related to the Unit member's work duties.**

**If money from the \$5,000.00 allocation remains at the end of the referenced fiscal year, the District shall increase the reimbursement amount in an equal amount per Unit member, but only for those Unit members who received the initial reimbursement.**

**HUSD**

**SEIU (M&O)**

  
\_\_\_\_\_  
Date 2/14/03

  
\_\_\_\_\_  
Date 2/14/03

DISTRICT PROPOSAL

October 12, 1987

SIDE LETTER OF AGREEMENT

Persons who have ten (10) years experience at the journey level or ten (10) years of a combination of a recognized apprenticeship program and journey level experience who are hired to the position of Electrician, Carpenter, Glazier, Plumber, Mechanic, Painter, Locksmith, Office Machines Technician, or Electronics Technician shall be hired at the "C" step of the range for the position. Employees in these positions who currently have ten (10) years experience or more and who are currently on the "A" or "B" step shall be moved to the "C" step.

Jack Wenzel  
District

Dec. 19, 1988  
Date

Margaret Cunningham  
Union

Dec. 16, 1987  
Date

**Side Letter of Agreement Between  
Hayward Unified School District (HUSD)  
And the  
Service Employees International Union, Local 1021, SAFECO Unit  
March 1, 2018  
Campus Safety Officers Supervising Classrooms**

**Background**

At HUSD secondary schools there is at times a need for supervision of a classroom when the teacher is not in the room. HUSD expects the administrators on site to provide the supervision until a certificated teacher or substitute is able to cover the classroom. If an administrator is not available to supervise the classroom, a Campus Safety Officer may be asked to do so. The District and SEIU have engaged in discussion as to the CSO's responsibility to supervise classrooms in these situations. This side letter provides guidance for how to address this issue.

**Classroom Supervision Plan**

All secondary schools will have a classroom supervision plan in case a classroom is left uncovered. Site administration is responsible for implementing the site-specific details of the plan based on the following order in which staff is required or requested to supervise a classroom:

1. Site administration
2. Certificated staff subject to their agreement
  - a. Counselors
  - b. Teachers on Special Assignment
  - c. Teachers on prep
  - d. Available substitutes
3. Campus Safety Officers

As noted above, the final option in the plan is for a CSO to supervise students in a classroom until a certificated staff member arrives. If a CSO is required to supervise students in a classroom s/he will receive an additional 5% for the day.

**General Provisions**

It is understood that the enforcement of the provisions of this Side Letter of Agreement (SLA) will be subject to all levels of Article 11 of the Collective Bargaining Agreement. To the extent that the specific terms and conditions of this Side Letter of Agreement conflicts with any




provisions of the Collective Bargaining Agreement between the parties in effect as the date hereof, the agreements set for the in this SLA shall control.

This Side Letter will sunset if an agreement on this issue is included in the upcoming successor CBA. Otherwise, this Side Letter Agreement will remain in effect through the length of the successor CBA. The parties agree to meet annually in May to review the implementation of this SLA.

  
\_\_\_\_\_  
For SEIU

  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
For HUSD

  
\_\_\_\_\_  
DATE



**Hayward Unified School District**

**Administrative Staff**

**Dr. Matt Wayne, Ed.D., Superintendent**

**Chien Wu-Fernandez, Associate Superintendent, Student and Family Services**

**Kim Watts, Assistant Superintendent, Human Resources**

**Allan Garde, Assistant Superintendent, Business Services**

**Dr. Lisa Davies, Ed.D., Assistant Superintendent, Educational Services**