

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**THE HAYWARD UNIFIED  
SCHOOL DISTRICT**

**And**

**SERVICE EMPLOYEES  
INTERNATIONAL UNION,  
LOCAL 1021**

**(Paraprofessional/YEP Unit)**

**2019-2022**



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**HAYWARD UNIFIED SCHOOL DISTRICT**

IN WITNESS WHEREOF, the parties hereto have executed this agreement between the HAYWARD UNIFIED SCHOOL DISTRICT and the SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021, (Paraprofessional/YEP Unit)

Approved by the Board of Education on the 18<sup>th</sup> day of November, 2020

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Kim Watts, Assistant Superintendent  
Human Resources, Hayward Unified School District



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## ARTICLE 1 RECOGNITION

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The Hayward Unified School District, hereafter referred to as "District," hereby acknowledges that Local 1021, SEIU, AFL-CIO is the exclusive bargaining representative for all classified unit members holding those positions described in Appendix A, attached hereto and incorporated by references as a part of this Agreement. All newly created classifications, 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, and disputed cases shall be submitted to PERB for resolution.

## ARTICLE 2 SAVINGS PROVISIONS

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A. If any provisions of this Agreement 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 employees; 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; and 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 Commission and/or this Agreement; and to modify or suspend this Agreement 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 Union 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 Union recognizes its duty and obligation 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 Union, the Union 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 Union agree that it is to their mutual benefit to encourage the resolution of differences through the meet and confer, negotiations and/or grievance processes. Therefore, it is agreed that the District and the Union will support this Agreement and that the Union, for its term, will not appear before the Governing Board to seek change or improvement in any matter subject to the meet and confer, negotiations and/or grievance processes except by mutual agreement of the District and the Union.

## ARTICLE 6 NON 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 discrimination, 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 CHECK OFF AND ORGANIZATIONAL SECURITY

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All Unit members in the Unit who are members of the Union on the dates this Agreement is ratified or who thereafter become members during the term of this Agreement must retain their membership in the Union for the duration of this Agreement, except that any Unit member may withdraw from the Union during the thirty (30) day period following the expiration of this Agreement. The Union shall indemnify and hold harmless the District and its Board, individually and collectively against any claims, demands or liability incurred by reason of litigation arising from this Article.

### A. Dues Deduction

1. The right of payroll deduction for payment of organizational dues shall be accorded without charge to the Union. Union members who currently have authorization cards on file for the above purposes need not be resolicited. Union dues and fees, upon formal written request from the Union to the District, shall be increased or decreased without re-solicitation and authorization from Unit members.
2. Pursuant to authorization by the Unit member, the District shall deduct the appropriate monthly Union dues and fees from the regular salary check each month, not to exceed twelve (12) months. (Part-time Unit members will pay pro rata dues.)
3. With respect to all sums deducted by the District pursuant to authorization of the Unit members, for membership dues, the District agrees promptly to remit such monies to the Union along with an alphabetical list of Unit members for whom such deductions have been made and any changes that may have occurred since the previous list.

### B. Representation Fee (Fair Share)

1. Any Unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initial fees and general assessments in the Union. Pursuant to such authorization, the District shall deduct the regular monthly dues from the regular salary check of the Unit member each month, not to exceed twelve (12) months. (Part-Time Unit members will pay a pro rata fair share contribution.) Deductions for Unit members who sign such authorization after the commencement of the school year shall be appropriately prorated to complete payments by the end of the school year.

ARTICLE 7  
CHECK OFF AND ORGANIZATIONAL SECURITY

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2. Any Unit member who is not a member of the Union, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a fee in an amount equal to membership dues, initial fees and general assessment payable to the Union in one lump sum cash payment in the same manner as required for the payment of membership dues, provided, however, that the Unit member may authorize payroll deduction for such fee in the same manner as provided in Section B.1., the Union shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168 and in the same manner as set forth in Section B.1. of this Article. There shall be no charge to the Union for such mandatory agency fee deductions.
  
3. Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting Unit member organizations shall not be required to join or financially support the Union as a condition of employment; except that such member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following nonreligious, non-labor organizations, charitable funds exempt from taxation under Section 501 (c) (3) of Title 26 of the Internal Revenue Code.
  - a. Hayward Education Fund
  - b. Scholarships, Inc.

Such payment shall be made on or before same date as cash dues/fees of each school year.

4. Proof of payment to one of the above-named charities and a written statement of objection along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting Unit member organizations, pursuant to Section B.1. above, shall be made on an annual basis to the Union and District as a condition of continued exemption from the provisions of Sections B.1. and B.2. above. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented on or before same date as cash dues/fees each school year.



ARTICLE 7  
CHECK OFF AND ORGANIZATIONAL SECURITY

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5. Any Unit member making payments as set forth in Section B.3. above, and who requests that the grievance or arbitration provisions of this Agreement be used in his or her behalf, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.
  
6. With respect to all sums deducted by the District pursuant to Sections B.1. and B.2. above, whether for membership dues or agency fees, the District agrees promptly to remit such monies to the Union accompanied by an alphabetical list of Unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Union, and indicating any changes in personnel from the list previously furnished.

## 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 transact official business on school property with Unit members before and after school hours and during the Unit members' lunch period provided that this shall not interfere with or interrupt school operations.
- G. The Union shall have the right to use interoffice mail for lawful Union business as long as it does not hinder regular routines.
- H. The Union shall have the right to be supplied with complete seniority lists by classification and total hours worked of all bargaining Unit members, as they exist, at least once each year but no later than April 30.
- I. 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).
- J. The District shall provide for a reasonable amount of release time to the Union for meeting and negotiation to not more than four (4) Union Members.
- K. 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.

## ARTICLE 8 UNION RIGHTS

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- L. Subject to the provisions of Section 8.D, the Union President, 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).

- M. 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.E.R.A. shall not be counted toward the hours of release under this section.
- N. A copy of the Notice of Intent to Discipline shall be sent to the Union unless the Unit Member objects.
- O. 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 non-work hours shall be compensated for the time they attend that constitutes additional time.

## ARTICLE 8 UNION RIGHTS

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-onboarded 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 STEWARDS

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### A. Selection of Shop Steward

The Union reserves the right to designate the method of selection of its Shop Stewards. The Union shall notify the District in writing of the names of the officers and Shop Stewards and the group they represent. If a change is made, the unions shall inform the District in writing of such change. There shall be a maximum of one (1) Shop Steward per site. If a site has more than twenty-five (25) Unit Members, an additional Shop Steward may be selected.

### B. Duties and Responsibilities of Shop Stewards

The following shall be understood to constitute the rights of the Job Stewards:

1. Upon prior approval, the Union shall be permitted a reasonable amount of release time to process grievances. The Shop Stewards shall advise the grievant's supervisor of their presence on campus.
2. The Shop Steward at each site shall be permitted to review concerns regarding safety with the Shop Steward's site supervisor.
3. 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 District shall either grant the Shop Steward release time to attend the meeting or the District shall conduct the meeting after the Shop Steward's regularly scheduled work hours.
4. Other than provided for in B.1. and B.2., Shop Stewards shall not conduct Union business during regularly scheduled work hours.

- C. 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.3.

## 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, HEW, EEOC, FEPC, and OSHA 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 21 (Implementation and Duration of Agreement and Negotiations Procedures).
3. Day: A day, for the purposes of this Article, 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, the Unit Member shall file the grievance within ten (10) 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 shall 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. In the event an informal meeting is not possible due to unavailability of either party, failure to conference informally 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) business 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 the 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. Within ten (10) business days after receiving the grievance, the manager shall communicate in writing the manager's decision to the Unit Member (and to the Union Representative) in writing.
4. Timelines may be waived by mutual agreement of the parties. If there is no such waiver, and the District Representative fails to communicate a decision within the timelines, the grievance may be advanced to the next level.

## ARTICLE 10 GRIEVANCE PROCEDURE

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### C. Level 2: Superintendent/Designee's Level

1. Within ten (10) business days after receiving Level 1 decision, the grievant shall finish. A copy of the appeal shall be furnished to the administrator the grievant, or Union Representative at the request and on behalf of the grievant, may appeal in writing a Level 1 decision to Level 2 to the Superintendent or designee..
2. Within ten (10) business days of the receipt of the Level 2 grievance, in order to resolve the issue The Superintendent or his designee shall investigate the details of the grievance and meet with the Unit member.
3. Within ten (10) business days of the receipt of the Level 2 grievance, the Superintendent or designee shall communicate in writing the outcome of the conference to the Unit Member, administrator and the Union Representative.
4. Timelines may be waived by mutual agreement of the parties. If there is no such waiver, and the District Representative fails to communicate a decision within the timelines, the grievance may be advanced to the next level.

### D. Level 3: Arbitration

1. Within twenty (20) business days after receiving the decision at Level 2 the aggrieved Unit Member(s) who deem(s) the response unsatisfactory, , may request in writing that the Union submit the grievance to arbitration. Within fifteen (15) days after receipt of the request from the aggrieved the Union may submit via written notice to the Superintendent the grievance to arbitration. If the two parties cannot agree on an impartial arbitrator, they shall jointly request from the California State Mediation and Conciliation Service an odd-numbered list of seven (7) experienced arbitrators. The impartial individual/arbitrator shall be selected within ten (10) business 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. If the District fails to follow the arbitrator's award, the District shall pay the cost of the arbitrator.
2. A notice of the arbitration 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 the hearing. Which will be private; and, unless otherwise agreed, will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.

## ARTICLE 10 GRIEVANCE PROCEDURE

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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(s) submitted, and shall have no authority to make a recommendation on any other issue. 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. 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) business days after submission, which decision shall be final and binding upon the District, the Union, and the Unit Member(s) involved unless the impartial arbitrator exceeds the arbitrator's authority or grants a monetary award, except as provided in D.4. above.
7. A copy of the decision shall be provided to the Union.

### 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 impartial arbitrator until the conclusion of the mediation process or may select an impartial 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 employer and have such grievances adjusted without the intervention of the exclusive representative provided 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



## ARTICLE 10 GRIEVANCE PROCEDURE

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exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. Grievants 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 or support thereof a grievance.
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 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 provided 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.

## ARTICLE 11 NOTIFICATION OF JOB OPPORTUNITIES

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- A. The Director of Classified Human Resources 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.
- B. A permanent Unit Member who attains a passing score on an open-competitive examination shall be given a preferential promotion credit of five (5) points which shall be added to the Unit Member's total score to constitute the final score.
- C. Any Unit Member who is a promotional applicant who meets the minimum qualifications of education, training, and experience for admission to a promotional examination shall be admitted to the examination; said 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 in the first three (3) ranks on the appropriate 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.
- D. Vacant positions 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 fewer as those for which a reemployment list exists:
    - a. The provisions of Article 14- Transfers, shall be applied first.
    - b. If fewer than three (3) names of current Unit Members are on the transfer list, one (1) 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 having seniority rights or reinstatement to that position 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.

ARTICLE 11  
NOTIFICATION OF JOB OPPORTUNITIES

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2. When there is a vacant position for greater hours than those previously held by persons on a reemployment list:
  - 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, 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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- A. The basic work week for full time Unit Members shall be forty (40) hours per week, Monday through Friday.
- B. The basic work year for Unit Members shall be nine (9), ten (10), twelve (12) months or assigned for all positions as specified in this Article.
- C. Every Unit Member in the Unit 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. The duty free lunch break may be waived only by mutual agreement.
- D. Every full-time Unit Member shall be provided two fifteen (15) minute duty-free breaks. One close to mid-morning and one close to mid-afternoon, (or mid-afternoon and mid-evening), depending on their shift. Such breaks shall be considered a part of regular hours worked. The break schedule and site of the break shall be designated by the District. All four-hour through seven-hour positions shall include one fifteen (15) minute duty-free break.
- E. 1. 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. All probationary or permanent Unit Members shall be entitled to these 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 25 and January 1 shall be paid for those two 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 Day	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	

## ARTICLE 12 HOURS OF EMPLOYMENT

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b. All Other Employees

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	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.

2. No Unit Member shall be required to work on any one of the designated paid holidays, except when the needs of the District dictate otherwise. Except when state or Federal Law 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.
5. For the duration of this contract, the parties agree that the District shall not recognize a "Day of Mourning" if declared by the President or the Governor of this state.
6. Identified Unit Members shall be required to work one non-student day on a date determined by the Unit Member's immediate supervisor. (See side letter)
7. Identified Unit Members shall receive one (1) paid, non-work day. Said day is to fall on a non-student day when the Unit Member is not required to participate in district or site training programs and by mutual agreement of the Unit Member's immediate supervisor.
8. Identified Unit Members will have one non student day that is an unpaid non-work day.

\*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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- 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.
- G. For all paraprofessional classifications, there shall be one additional workday added prior to the start of the school year for the purposes of preparation and training.
- H. When any Unit position comes open, regularly assigned Unit Members in the classification with equal or less hours assigned shall be permitted to bid for the opening.
- I. All hours worked in excess of eight (8) hours in paid status in any day, or forty (40) hours 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 or as compensatory time off computed at time and one-half the hours worked. Determination of payment or granting of compensatory time off shall be made by the supervisor prior to ordering the overtime. If compensatory time off is authorized, such accumulated time off must be taken within a period of thirty (30) days from the time earned. Scheduling of such time off during this period shall be mutually agreed to.
  - 1. Unit Members may submit their requests to work on a substitute basis. When practical, the District will offer substitute assignments to Unit members who are determined to be qualified and available to perform the work. Such work will be offered without regard to rate of pay.
  - 2. Unit Members who are employed as substitutes in their current classification shall receive the rate of pay for such work at their normal rate of pay. The serving in a substitute position shall not be computed for purposes of overtime pay outlined in H. herein above.
- J. During the first week of a new school year, Unit Members who have transferred to a new school site will be provided up to two (2) hours for inservice/orientation.
- K. It is agreed by both parties that when H.E.A. and the District meet to discuss the school calendars each year, the Unit will have a representative present to participate in the discussions for the calendar setting.
- L. Paraprofessional (Severely Handicapped/Health Care) Transport Positions  
  
For Paraprofessionals (Severely Handicapped/Health Care) only, "transport" positions shall be offered at the start of each school year to the Paraprofessionals assigned to each site by District seniority on a rotational basis. If a Paraprofessional (Severely Handicapped/Health Care) declines a transport position, it shall be offered to the next most senior Paraprofessional (Severely Handicapped/Health Care) assigned to the site. If a transport position opens during the school year, it shall be

ARTICLE 12  
HOURS OF EMPLOYMENT

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offered to the next most senior employee in the classification who is assigned to the site. Employees shall not lose their place on the rotational list for transport positions for the future years by accepting a mid-year opening for a transport position and filling that position for the remainder of the school year.

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 disease; 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. For the purposes of this Article, "Days" refers to regularly scheduled work days at the number of hours regularly scheduled.

C. Allocation of Sick Leave

1. Permanent twelve (12) month Unit Members shall be entitled to sick leave without loss of salary at the rate of thirteen (13) days per year. Sick leave for Unit Members working less than a full year will be prorated as follows:

<u>Working Days</u>	<u>Sick Days Allotted</u>
180	10-1/2 days
190	10-3/4 days
195	11 days
200	11-3/4 days
210	12 days
220	12-3/4 days

- 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 (10) days of sick leave. Any unused portion shall accumulate year after year and be kept on deposit for future use.



ARTICLE 13  
LEAVES OF ABSENCE

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- 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 section A of this article. 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.
- 2. Unit Members will receive a cash bonus during the month designated below if their sick leave usage over the prior fiscal year does not exceed the following amounts. Part-time Unit Members will be prorated.

<u>Sick Leave Usage</u>	<u>Cash Bonus</u>
0 days	\$ 175.00
up to 1 day	\$ 100.00
up to 2 days	\$ 50.00

Bonus will be paid in the June 30, pay warrant.

- 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 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 sixty (60) minutes prior to the beginning of the member's work shift.

Whenever possible, Unit Members should make appointments at the convenience of the District.

- G. For any illness of five (5) days or more, an acceptable written statement may be required from the Unit Member or from the Unit Member's physician or health advisor. However, if the District has reason to believe that a Unit Member is abusing sick leave or has exhausted sick leave, it may require such a statement at any time. This statement must verify that the Unit Member was unable to work due to illness and must be submitted to the Payroll Department before the Unit Member is credited with pay for the absence. A release from the physician or health advisor shall be required before the Unit Member returns from sick leave involving major surgery or illness.

## ARTICLE 13 LEAVES OF ABSENCE

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### H. Extended Sick Leave

1. A Unit Member who is ill in excess of their accumulated leave shall receive 50% of their regular salary for a period not to exceed one hundred (100) working days in each fiscal year. Such partial 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.

### I. 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 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 person 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. The District and the Union agree that any employee concurrently holding more than one position will have all hours combined when calculating the minimum FMLA 1250 hour requirement. For example Para part time + YEP part time- both position hours will be combined to determine minimum hour's qualifications.

### J. Catastrophic Leave

1. The purpose of the Catastrophic Leave Bank ("Bank") is to provide paid leave to a Unit Member if and when the Unit Member has exhausted all other paid leave following a catastrophic illness or Injury. "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.
2. To be eligible to apply for catastrophic leave, Unit Members must donate at least one (1) sick day in the open enrollment period during the year in which they apply. Donations to the Bank will not be charged against the donating Unit Member's sick leave incentive or sick leave plateaus.

## ARTICLE 13 LEAVES OF ABSENCE

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3. The Catastrophic Sick Leave Bank Committee ("Committee") shall review, and approve or deny the request for leave.
  - a. The committee shall be made up of four (4) members. Two (2) Unit Members shall be appointed by the Union and two (2) members shall be appointed by the District. In the event that there is a tie vote among the Committee members, the Union President and the Assistant Superintendent for Human Resources shall make the decision to approve or deny the request.
  - b. The decision of the Committee, or the Union President and Assistant Superintendent of Human resources, shall be final and not be subject to the grievance procedure in Article 11 of this Agreement.
  - c. All applications and related materials shall be treated as confidential records in full compliance with the terms of applicable state and federal laws.
4. Applicants for leave benefits from the Bank must make an application for leave to the Committee. All applications shall be accompanied by written verification of catastrophic illness or injury, including but not limited to a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
5. A maximum of thirty (30) days may be granted to any one (1) individual applicant during any year.
  - a. An applicant may seek a one-time extension from the Committee.
  - b. Leave from the Bank shall not be awarded for a work-related illness or disability.
  - c. Leave shall be granted in full day increments only.
  - d. Days granted but not used will be returned to the bank.
6. Membership in the Bank is voluntary. Unit Members must notify the Committee in writing of their desire to participate in the Bank during the open enrollment period only.

## ARTICLE 13 LEAVES OF ABSENCE

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- a. Open enrollment typically occurs between early September and early October of each school year.
    - b. All donations are irrevocable.
  - 7. All unused sick days contributed to the Bank shall be carried over from year to year.
- K. Personal Necessity Leave
- 1. A maximum of ten (10) days of accumulated sick leave may be used in any fiscal year for Personal Necessity Leave.
  - 2. 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.
  - 3. The leave must be approved by the immediate supervisor normally within three (3) days prior to taking the leave.
  - 4. Unit Members shall be granted up to three (3) days for which no statement of reason need be given where the purpose of the leave is consistent with those indicated in K.2. Unit Members shall give three (3) days prior notice unless such notice is not possible.
  - 5. The Unit Member shall not be required to secure advance permission for leave taken for (1) death or serious illness of a member of his/her 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 K.3. of this article. In any case, the Unit member shall request personal necessity leave as soon as reasonably possible.
- L. Jury Duty/Court Witness Leave
- 1. All Unit Members shall be granted a jury duty leave of absence with pay by the division head or his 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 Unit Member receiving a call for jury duty shall notify their immediate supervisor, as soon as possible, after receipt of a letter directing appearance for qualification for jury service and/or jury summons.

## ARTICLE 13 LEAVES OF ABSENCE

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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 7 1/2 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 Business Services, 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 no 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.

### M. 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 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.
2. Allowable leave shall not accumulate from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.

## ARTICLE 13 LEAVES OF ABSENCE

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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.

### N. 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 the Unit Member can carry on their assigned duties and responsibilities without danger to themselves or her child.
  - 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 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.

## ARTICLE 13 LEAVES OF ABSENCE

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### O. 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.

### P. Military Leave

1. 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.

### Q. Leave of Absence Without Pay

1. Leave of absence without pay may be granted to a 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 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.

### R. Accommodation of Unit Members with Disabilities

1. The District shall comply with the Department of Fair Employment and Housing regulations regarding the accommodation of Unit Members with disabilities.

## ARTICLE 13 LEAVES OF ABSENCE

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Disputes regarding compliance with DFEH regulations shall be resolved pursuant to DFEH procedures and not the grievance procedure contained in this contract.

S. Bereavement Leave

1. 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, 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 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 that of a family member. In exceptional cases, the Director of Classified Human Resources may grant up to three (3) additional days of leave. Refusal to grant additional days shall not be grievable.



## 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. The Director of Classified Human Resources shall maintain a transfer list of all permanent Unit Members who request assistance in obtaining transfers, and shall be of such assistance as may be possible in effecting the transfer of such applicants.
  - a. Requests for transfer by a Unit Member shall be made in writing to the Director of Classified Human Resources on a request for transfer form. Transfer requests will be maintained for the current fiscal year and then destroyed.
  - b. 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 there are fewer than three applicants on the transfer list, the administrative supervisor may request names from the appropriate eligible list to provide a total of three candidates from which to select.
2. A Unit Member who was not selected for transfer may request an interview with the site administrator who shall explain the reasons for the rejection.
3.
  - 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) business days following the posting's closing date.
  - b. Within fifteen (15) business days of receipt of certification from Human Resources, the administrative supervisor authorized to sign the personnel action form shall select a Unit Member to fill their vacant position.
  - c. A Unit member selected for transfer shall be released to transfer no later than the 16th business day following their 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 time lines set in b and c shall be adhered to.

## ARTICLE 14 TRANSFERS

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### 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. At the request of the Union, the District shall meet and confer regarding a general transfer(s).
4. Upon request, a shorter time may be mutually agreed to between the District and Unit Member. During non-work periods, the Unit Member shall be notified fifteen (15) days in advance by certified mail with the discussion to occur on the first day of the worker's return to work. The Unit member will begin the school year in the new assignment. In no case shall an administrative transfer result in a change in pay range, fewer hours per day, or fewer days per year.
5. 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.
6. When hours of a specific part-time job are expanded, the hours will be offered to the individual occupying that position. If that Unit Member declines the offer of additional hours, the hours will then be offered to a Unit Member in the same job classification at the school site who has the experience and training necessary to perform the needed tasks.

### D. Change of Assignment for Paraprofessionals

1. For classifications containing the term Paraprofessional only (excluding those that are itinerant by assignment), employees shall receive no fewer than five (5) business days' notice of permanent change of assignment initiated by the District (i.e. moving the Paraprofessional to a different classroom. Upon request of the Union, the District shall meet to discuss the reasons for the change of assignments and possible alternatives.

## ARTICLE 14 TRANSFERS

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2. In the case of a District-initiated temporary change of assignment (i.e. moving the paraprofessional to a different classroom), the temporary assignment may not continue for more than ten (10) consecutive days before the employee is returned to the employee's permanent assignment.
3. Provisions of this section may be waived only by mutual agreement of the Union and District.

## 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 allowed five (5) working days of credit for vacation with pay. Thereafter for each calendar month of service the Unit Member shall be allowed 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, for each calendar month of service they shall be entitled to one and four-fifths (1-4/5) working days of credit for vacation with pay, or twenty-two (22) paid 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. The 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 prior to July 1.
  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 his/her 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 and the Unit Member shall indicate 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 (Leaves of Absence). Appropriate leave of absence papers must be submitted to the Human Resources Office.

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.

F. Vacation Schedules

1. Vacations will be taken in conformity with the needs 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 the start of any vacation leave. Under unusual circumstances, the Assistant Superintendent of 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.

G. 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.

H. Holidays During Vacation

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

**ARTICLE 15  
VACATIONS**

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I. 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 Necessity Leave must be approved by the Assistant Superintendent of Human Resources or designee.

J. 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 section J.2 of this article.
- 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 section 1.a. and 1.b. on the basis of their daily rate of pay during the preceding fiscal year.

2. Guidelines and Additional Provisions

VACATION — Incentive Attendance Plan for Unit Members

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.

Part-time Unit Members' benefit under this plan shall be prorated.

## ARTICLE 15 VACATIONS

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- 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 days or less on June 30 of each year shall be eligible for the additional days of vacation.
3. This section will apply only to those Unit Members hired on or before June 30, 2006. Unit Members 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 Unit Members hired on or before June 30, 2006, will not be amended during the term of this Agreement.

## 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 Unit Member may appeal the problem in writing to the appropriate director and/or Assistant Superintendent of Human Resources or designee 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. 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 facilities, conditions or equipment to the Unit Member's immediate supervisor. If the Unit Member is not satisfied with the administrator's disposition of the issue, they may appeal the problem in writing to the appropriate director and/or Administrative Director for Classified Personnel for further consideration and action. The determination of the matter by the director and/or Director of Classified Personnel shall be reported to the Unit Member as soon as possible.
2. 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



## ARTICLE 16 EMPLOYEE SAFETY

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preclude a Unit Member from filing a claim with the California Division of Occupational Safety and Health Agency (Cal-OSHA).

3. The California Occupational Safety and Health Act of 19973 (Cal-OSHA) poster "Safety and Health Protection on the Job," in both English and Spanish, shall be posted permanently at each site where all Unit Members can see it.
4. 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.
5. The District shall offer, each year of the contract, to all Unit Members in positions requiring CPR/First Aid and other safety trainings. CPR/First Aid will be offered at least two (2) times a year. Unit Members may attend the training session that is most convenient. If the District is unable to offer CPR/First Aid training, the District will reimburse the Unit Member with the total expenses, including compensation. Unit Members in positions requiring CPR/First Aid trainings and who do not attend one of the District sponsored training sessions shall be trained by a certified instructor at their own expense.
6.
  - a. No Paraprofessional/YEP shall be required to administer medication unless this function is addressed in the employee's official position description.
  - b. A Paraprofessional/YEP may administer medication through mutual Agreement with a Principal or a Director. Any Paraprofessional/YEP who does so shall receive five percent (5%) out-of-class pay not to exceed thirty (30) minutes per day. Such compensation shall be paid as a stipend at the end of each month.

### 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, they 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/AIDS antibody.
4. The District shall provide inservice training to Unit members regarding AIDS/ARC, its transmission and the proper handling of blood or bodily fluids.

## 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

There shall be filed with the Human Resources Department, a performance evaluation 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 disciplinary in nature. It is intended to recognize a Unit Member's good performance and assist Unit Members to improve 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 the minimum

## ARTICLE 17 PERFORMANCE EVALUATION

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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 Office. 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 that 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 adverse 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. 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 of this article.

6. Any Unit Member who receives an overall "unsatisfactory" on their annual evaluation shall be referred to the Mentor Program for assistance. Upon completion of the mentor assistance, a follow-up evaluation will be given by the Unit Member's administrative supervisor.

## ARTICLE 17 PERFORMANCE EVALUATION

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### D. Right of Review

1. A Unit Member who has reason to question 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) business 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 Office. 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 section E.4 of this article, 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 Division 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 evaluator shall offer suggestions for improvement in writing, including appropriate training. The Unit

## ARTICLE 17 PERFORMANCE EVALUATION

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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 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 19, 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
    - o Delta
    - o United Healthcare Dental
  - (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 PERS Health Care Coverage

ARTICLE 18  
HEALTH AND WELFARE BENEFITS

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- (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) CalPERS 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 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 end of the month may be enrolled and 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 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.

ARTICLE 18  
HEALTH AND WELFARE BENEFITS

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- 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 PERS contribution 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 qualify to be covered by one of the District's health plans at the time of retirement.
    - c. Are receiving PERS retirement benefits,
    - 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.



ARTICLE 18  
HEALTH AND WELFARE BENEFITS

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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 Medicare, the District will coordinate Medicare with the District health plan and reimburse to the retiree the premium cost for Part B-“Medicare” only, as long as the Medicare 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 all represented positions.

Effective July 1, 2020 the District will provide a two percent (2%) salary schedule increase 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. Effective 7/1/2001 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 merit increases shall be the first day of the month, if this period of service is completed before the fifteenth day of the month, and the merit increase shall be made the first of the following month; the merit increases shall be the first of the following month, if completed after the fifteenth of the month. This section is prospective from the date of the contract ratification.

- 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 he/she was receiving in the former range and he/she shall retain the same anniversary date.

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 they were receiving in the former range

## ARTICLE 19 COMPENSATION

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and shall retain the same anniversary date.

### G. Working Out-of-Classification

When a Unit Member is formally assigned to a higher classification within the Paraprofessional/YEP series, commencing the first day, the Unit Member shall be compensated at the rate applicable to the classification to which they are assigned. The rate is the first step of the higher classification or five percent above the Unit Member's present rate of pay, whichever is greater. Unit Members placed in a lower class for out-of-class purposes shall not suffer a loss of pay.

### H. Unit Members shall not assume sole responsibility for classroom management or instruction.

1. A Unit Member shall not be required to serve in the place of an absent teacher whose place would normally be filled by a substitute teacher.
2. Any time a Unit Member is required to assume the supervision of a class when the teacher is absent from the classroom, if the teacher's absence exceeds twenty-five (25) minutes, the Unit Member shall notify the site manager who shall immediately provide appropriate direct supervision of the class. If not substitute or site manager replaces the teacher within five minutes of notification, all paraeducators working in that classroom shall receive a 20% differential for all hours worked until the teacher returns. This does not preclude paraeducators from working with small groups of students outside of the teacher's presence.
3. A Unit Member in the classifications of Special Education: Unit Members who are required to work with a day-to-day substitute teacher shall receive 20% pay differential for each full day so required. A day-to-day substitute is defined as a certificated substitute working 20 or fewer days in the same classroom. When the substitute is long term (more than 20 days) the Para will revert back to their regular base pay without the 20% pay differential. For paraeducators who work within the resource program this 20% differential shall apply if the special education teacher with whom the paraeducator primarily works is absent.

### I. 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

## ARTICLE 19 COMPENSATION

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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.

### J. Professional Growth

1. 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 and/or materials up to a maximum of \$250 for community college or a two year institution and \$600 for a four year institution for course work in the child development area.
2. Paraprofessionals/YEP who earn 30 units from an accredited college or university in pursuit of a degree in the fields of Special Education or Early Childhood Education shall receive a \$450 stipend per year over and above the amount of salary paid by salary schedule placement. This covers classes with an emphasis in an educationally related field, directly pertinent to the specialized classification in which the Unit Member is working. The Assistant Superintendent of Human Resources and the coordinator of the program involved shall determine the applicability of the classes.
3. Paraprofessionals/YEP who receive an AA degree from an accredited community college in the fields of Special Education or Early Childhood Education, shall receive a \$650 stipend per year over and above the amount of salary paid by salary schedule placement. This covers AA degrees with emphasis in an educationally related field, directly pertinent to the specialized classification in which the Unit Member is working. The Assistant Superintendent of Human Resources and the coordinator of the program involved shall determine the applicability of the degree.
4. Paraprofessionals/YEP who receive a BA degree from an accredited college or university in the fields of Special Education or Early Childhood Education shall receive an \$850 stipend per year over and above the amount of salary paid by salary schedule placement. This covers BA degrees with emphasis in an educationally related field, directly pertinent to the specialized classification in which the Unit Member is working. The Assistant Superintendent of Human Resources and the coordinator of the program involved shall determine the applicability of the degree.
5. Paraprofessionals/YEP who receive an Early Childhood Education Certificate (ECE 12 40 units) shall receive a \$200 stipend.
6. Paraprofessionals/YEP who receive a Special Education Certificate (SEA) shall receive a \$200 stipend.

## ARTICLE 19 COMPENSATION

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7. Paraprofessionals/YEP who pass the CBEST shall receive an additional \$100.00 stipend.
8. Paraprofessionals/YEP shall be entitled to only one stipend -- the 30 unit, the AA or the BA. The ECE or SEA may be added to the AA or BA.
9. This stipend shall be paid over a ten-month period.
10. In order to receive credit for any stipend, verification of receipt of the degree, certificate or CBEST must be submitted to the Assistant Superintendent of Human Resources or designee prior to September 10th each year; provided, however, that if documentation is submitted between 9/30 and 2/15, the Unit Member shall receive the stipend, prorated from the date of acceptance of the verification by the Human Resources Department.

11. 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.

K. Bilingual

A stipend of \$600.00 per year shall be paid for Unit Members who speak and use a second language in the performance of their duties, as requested, and justified annually, by their supervisor, and who have been certified by Personnel Commission staff.

L. 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 MISCELLANEOUS

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### A. Summer Work

The most senior Paraprofessional/YEP in a program within a classification shall have priority for summer school work in that program.

### B. The Board of Education, upon request of a Unit Member, will provide for the defense of any civil action or proceeding brought against the Unit Member, in their official capacity, on account of an act of omission in the scope of their 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.

### C. 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 they were 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 their 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 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.

### D. Dependent Care

The District's joint Health Cost Containment Committee is currently studying this plan. Once that study is completed, the District will determine if it is feasible to implement the plan.

## ARTICLE 20 MISCELLANEOUS

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- E. No Unit Member shall be disciplined for refusing to perform personal errands for other members of the school staff.
- F. Unit Members shall not be required to transport children in their own vehicles.
- G. Excluding child development programs, no Unit Member shall be required to be solely responsible for a classroom of students for a period of time in excess of sixty (60) consecutive minutes. In the event the teacher is absent from the classroom for more than sixty (60) consecutive minutes, the Unit Member shall immediately inform the principal.
- H. For the purposes of layoffs, seniority shall be the date of hire in the appropriate class. 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.
- I. All Unit Members shall be offered First Aid/Til Help Comes (includes basic CPR training) in a combined class every two years.
- J. Mentor Program
  - 1. The Union and the District agree to the establishment of a Mentor program. There shall be six (6) mentors. They shall be appointed for a two year term by a committee composed of the Executive Director of Human Resources, one (1) Administrator from Special Education, one (1) Administrator from YEP, and at least one (1) unit representative from each group. This process must be completed within sixty (60) days of the ratification of this contract, or will revert back to the Union Chapter President and Executive Director of Classified Human Resources making the final decision.

Mentors shall be chosen based on having current or previous experience in the following areas:

    - YEP – two (2) mentors
    - Elementary School Paraprofessional/YEP – one (1) mentor
    - Middle School Paraprofessional/YEP – one (1) mentor
    - High School Paraprofessional/YEP – one (1) mentor
    - Adult Services and/or Healthcare Paraprofessional/YEP – one (1) mentor
  - 2. Mentor stipends shall be \$1,500 per mentor.
  - 3. At the request of the Union, the mentors will convene with the Executive Director of Human Resources, or designee, once every six months and will accept a list of willing mentee candidates.

ARTICLE 20  
MISCELLANEOUS

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K. 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.

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



ARTICLE 21  
IMPLEMENTATION AND DURATION OF AGREEMENT AND  
NEGOTIATION PROCEDURES

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- A. 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.

During the term of this Agreement, in the event of a minor change, new practice subject, or matter arising 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.

- B. 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 herein.
- C. This Agreement shall become effective upon ratification by both parties and remain in effect until midnight, June 30, 2022.
- D. The parties to this Agreement may mutually agree to extend this contract until a subsequent Agreement can be reached.
- E. Reopeners
1. For the 2021-2022 school year, either party may give written notice no later than June 30, 2021 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.
- F. Negotiations for a New Agreement
1. 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.
  2. Upon receipt of this written notice, arrangements shall be made pursuant to the provision of the EERA, including public notice provisions, for negotiations to commence.

ARTICLE 22  
RATIFICATION OF CONTRACT

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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 Employment Relations Board (PERB), the Agreement shall be recommended to the Board of Education and to the membership of the Union for ratification.
- B. Within five (5) days after the presentation to the Board of Education 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**

*Khadijah Abdulhaqq*  
Khadijah Abdulhaqq (Apr 5, 2022 15:35 PDT)

Khadijah Abdulhaqq, Chapter President  
SEIU Local 1021, (Paraprofessional Unit)

*Sheila Convocar*  
Sheila Convocar (Apr 4, 2022 06:19 PDT)

Sheila Convocar, Chapter Vice President  
SEIU Local 1021, (Paraprofessional Unit)

*Letizia Zamudio*  
Letizia Zamudio (Apr 3, 2022 16:34 PDT)

Letizia Zamudio, Field Representative  
SEIU Local 1021, (Paraprofessional Unit)

*Kaden Kratzer*  
Kaden Kratzer (Mar 28, 2022 13:36 PDT)

Kaden Kratzer, Education Director  
SEIU Local 1021, (Paraprofessional Unit)

*David Canham*  
David Canham (Mar 28, 2022 13:36 PDT)

David Canham, Deputy Director of Representation  
SEIU Local 1021, (Paraprofessional Unit)

*Fernando Yañez*  
Fernando Yañez (Mar 28, 2022 14:27 PDT)

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

Joseph Bryant, President  
SEIU Local 1021, (Paraprofessional Unit)

*Nely Obligation*

Nely Obligation, Director of Representation  
SEIU Local 1021, (Paraprofessional Unit)

*Nicholas Williams*  
Nicholas Williams (Apr 4, 2022 09:39 PDT)

Nicholas Williams, Unit Member  
SEIU Local 1021, (Paraprofessional Unit)

*Gerardo Chow*  
Gerardo Chow (Apr 5, 2022 05:51 PDT)

Gerardo Chow, Unit Member  
SEIU Local 1021, (Paraprofessional Unit)

*Kim Watts*

Kim Watts, Assistant Superintendent  
Human Resources, Hayward Unified School District

## Appendix A

### PARAPROFESSIONAL UNIT

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Child Development Assistant  
Community Liaison Migrant  
Detention Room Assistant  
Paraprofessional  
Paraprofessional (Bilingual)  
Paraprofessional (Bilingual/Biliterate)  
Paraprofessional (Deaf and Hard of Hearing)  
Paraprofessional (Science Lab)  
Paraprofessional (Special Education)  
Paraprofessional (Special Education) (Bilingual)  
Paraprofessional (Severely Handicapped)  
Paraprofessional (Severely Handicapped) (Bilingual)  
Paraprofessional (Severely Handicapped/Health Care)  
Resource Center Assistant  
School Community Liaison  
Speech Language Pathologist Assistant (I/II)  
YEP Site Coordinator  
YEP Leader

## Appendix B

### ENTITLEMENT SCHEDULE

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

#### 12 MONTH PERCENTAGES

2 hrs. to 2-3/4 hrs.	25%
3 hrs. to 3-3/4 hrs.	37.5%
4 hrs. to 4-3/4 hrs.	50%
5 hrs. to 5-3/4 hrs.	62.5%
6 hrs. to 6-3/4 hrs.	75%
7 hrs. to 7-3/4 hrs.	87.5%
8 hrs.	100%

#### SCHOOL YEAR PERCENTAGES

2 hrs. to 2-3/4 hrs.	25%
3 hrs. to 3-3/4 hrs.	37.5%
4 hrs. to 4-3/4 hrs.	50%
5 hrs. to 5-3/4 hrs.	62.5%
6 hrs. to 6-3/4 hrs.	75%
7 hrs. to 7-3/4 hrs.	87.5%
8 hrs.	100%

## Appendix C

### PERFORMANCE EVALUATION

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#### SEIU (Paraprofessional/YEP Unit)

##### 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 their 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 a narrative to substantiate any area of work that needs improvement. The Employee has the right to write a rebuttal, if they disagree with the report.





## **Hayward Unified School District**

### **Board of Education**

**Dr. Annette Walker, President**  
**Dr. April Oquenda, Vice President**  
**Dr. Robert Carlson, Clerk**  
**Dr. Luis Reynoso, Trustee**  
**Mr. Ken Rawdon, Trustee**

### **Administrative Staff**

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