

COLLECTIVE BARGAINING
AGREEMENT

Between

THE HAYWARD UNIFIED SCHOOL
DISTRICT

And

THE ASSOCIATION OF
EDUCATIONAL OFFICE AND
TECHNICAL EMPLOYEES

(July 1, 2022 to June 30, 2025)

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Signatures

In witness hereof, the Association of Educational Office and Technical Employees, CTA/NEA has caused this agreement to be signed by its president, and the Hayward Unified School District has caused this agreement to be signed by its president and ratified by the parties on January 24, 2024.


Deisy Bates (Jun 26, 2024 17:05 PDT)


Deisy Bates
President
Association of Educational Office
and Technical Employees

Kim Watts

Kim Watts
Assistant Superintendent
Human Resources


David Hernandez (Jun 26, 2024 12:00 PDT)

David Hernandez
CTA Chapter Services Consultant


Fernando Yañez (Jun 26, 2024 13:05 PDT)

Fernando Yañez
Classified Human Resources &
Personnel Commission
HUSD Personnel Commission

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PREAMBLE

- A. In order to implement the provisions of the Education Employment Relations Act (EERA or Rodda Act), the Board of Education of the Hayward Unified School District and the Association of Educational Office and Technical Employees, CTA/NEA hereby enter into an agreement which has been negotiated according to the terms of the law, Government Code Section 3540, et. seq.
- B. In this document the Association of Educational Office and Technical Employees shall be referred to as the “Association” or “AEOTE”, the Hayward Unified School District Board of Education as the “Board” or “District”, the Superintendent of Schools as the “Superintendent”, and this agreement as the “Agreement” or “Contract”.
- C. This Agreement provides for the negotiation with the Association of the terms and conditions of employment for the Office and Technical Employees Unit, as defined by the EERA.

ARTICLE 1 RECOGNITION

- A. The District recognizes the Association as the exclusive representative of all employees in the Office and Technical Unit, pursuant to Section 3544.1 of the Government Code.
- B. The Office and Technical Unit shall include all regular full-time and regular part-time classified employees in the classifications listed in Appendix A.
- C. The Unit shall exclude the following positions:
 - Substitute or limited-term positions
 - Noon Supervisor positions
 - Positions in other recognized units
 - All positions designated as management, supervisory, and confidential pursuant to the requirements of the Rodda Act (Government Code Sections 3540, et. seq.)

ARTICLE 2 SAVINGS PROVISION

If any provisions of this Contract or any application hereafter to any unit member or group of 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.

I. 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) days after such determination for the purpose of arriving at a replacement for such Article or Section, if appropriate.

ARTICLE 3 DISTRICT RIGHTS

It is understood and agreed that the District retains all of its powers and authority to direct, manage and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to:

Determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of revenue; contract out work pursuant to Education Code 45103.1; and take action on any matter in the event of an emergency. In addition, the Board retains the right to hire, assign, evaluate, promote, terminate and discipline employees within the confines of the Agreement, the Education Code, and the Personnel Commission Rules.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, and regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

ARTICLE 4 CONCERTED ACTIVITIES

It is agreed and understood that there will be no strike, work stoppage, slow down, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by AEOTE 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.

AEOTE recognizes the duty and obligation of its representatives to comply with the provisions of the Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow down, or other interference with the operations of the District by employees who are represented by AEOTE, AEOTE agrees in good faith to take all necessary steps to cause these employees to cease such action.

It is agreed and understood that any employee violating this Article may be subject to discipline.

It is understood that in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in the Agreement or in District policy from any employee and/or AEOTE.

This article does not restrict picketing or informational leafleting during non-duty time.

ARTICLE 5 SUPPORT OF AGREEMENT

The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the bargaining process. Therefore, the parties agree they will negotiate only with the representative of the other party.

ARTICLE 6 NEGOTIATING PROCEDURES AND IMPLEMENTATION AND DURATION OF CONTRACT

A. Negotiating Procedures

1. The Association shall “sunshine” any changes in this Agreement no later than January 31 proceeding the June when the Agreement expires.
2. Negotiations for a new contract shall be initiated by the written request of the District or the Association. The request shall specify the matter or matters to be negotiated. The meeting date, time, and place shall mutually be agreed upon.
3. Either party may make use of outside consultants to assist in negotiation.
4. Negotiations shall continue at least twice per month until the matters being negotiated have been resolved by agreement, or until impasse is declared according to the provisions of the EERA.
5. A reasonable amount of time shall be set aside for negotiations or meetings during working hours, at no loss of salary to members of the Association’s negotiating team. Time after regular working hours may be used for negotiations and will be arranged by mutual agreement of the Association and the District. A substitute will be provided, if available, for members of the Unit when negotiating for a period of one half (1/2) day or more.
6. After the Chief Negotiator for the District and the Chief Negotiator for the Association have signed an agreement according to the requirements of the EERA, the Agreement shall be recommended to the Board and to the membership of the Association for ratification.
7. If ratified, the Agreement shall be signed by the President of the Board and by the President of the Association.
8. If either or both parties fail to ratify the Agreement, it shall be the responsibility of the Chief Negotiator of the District and the Chief Negotiator of the Association to resume negotiations immediately in an effort to secure an agreement which will be ratified by both parties.
9. If an impasse is declared by either party in accordance with the provisions of the EERA, the impasse shall be resolved according to the provisions of the EERA.
10. The parties recognize the value of continuity in the bargaining process. To that end, each member of each bargaining team shall be present, insofar as practicable,

ARTICLE 6 NEGOTIATING PROCEDURES AND IMPLEMENTATION AND DURATION OF CONTRACT

for each bargaining session. This provision is in no way intended to infringe on either party's right to select its own bargaining representatives.

B. Implementation and Duration of Contract

1. This Agreement shall become effective July 1, 2019 and remain in effect until June 30, 2022. During fiscal years 2019-2020, 2020-2021, and/or 2021-2022, the parties shall notify each other in writing by January 31st per fiscal year of their intent to reopen one article.

If by January 31, 2022, neither party presents a Sunshine Proposal for a successor agreement, the term of this Agreement shall automatically extend one year and shall expire June 30, 2023. If the term of this Agreement is extended, Article 16, section E (Salary) shall also extend for one year.

2. The term and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties via written amendments executed according to the provisions of this Agreement. This Agreement terminates and supersedes those past practices, agreements, memoranda of understanding, side letters, procedures, traditions, rules and regulations not included and/or inconsistent with any matters covered herein.
3. This Agreement shall supersede any rules, regulations, or practices of the Board of Trustees which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall become part of the established policies of the Board of Trustees. The parties further agree to continuation of all other written District Board Policies and rules and regulations not specifically enumerated herein.
4. The District will provide an electronic copy of this Agreement to each unit member. The Association may reproduce copies for unit members as the Association desires. The District shall provide the Association with fifty (50) hard copies.

ARTICLE 7 ASSOCIATION RIGHTS

- A. There may be an Association representative in each school and administrative building where members of the unit are employed.
- B. A copy of the Board Policies will be given to the President of the Association. When new policies are enacted, a copy will be given to the President of the Association.
- C. The Superintendent and/or his/her designee and representatives of the Association shall meet, if necessary, at the request of either party, once a month to discuss matters relating to this Contract and matters of concern to the Superintendent or his/her designee and unit members regarding their work.
- D. The Association may use designated District facilities, upon approval, for meetings of the Association and for Association functions by making application to designated District personnel by conforming to the Board's rules and regulations regarding the use of such facilities.
- E. The Association shall have the right to post notices of its organizational activities on bulletin boards designated at each work site in a mutually agreed upon location designated by the appropriate administrator and the unit representative. A copy will be provided to the appropriate administrator at the time of posting.
- F. Consistent with existing Board Policy (adopted April 28, 1997) and Administrative Regulations (revised February 8, 1999), the Association shall have the right to use inter-office mail and e-mail for Association business as long as it does not hinder regular routines. Every member will be guaranteed access to e-mail at his or her work location.
- G. When a member of the Association wishes to secure from the District Office or the Business Office information that is open to the general public, provisions shall be made so that the member may visit the office and secure the information during lunch hour or after the working hours of the member. This must be without additional cost to the District.
- H. At least seven (7) working days prior to any change of job classifications, job description, and staffing affecting the Unit, all members of the Executive Board of the Association will be notified in a manner consistent with Article 9.A, and may consult with the Superintendent or his/her designee in the meetings noted in C. above. (A working day is defined in Article 8.A.4.)
- I. The Association shall have the right to transact official business on District property with unit members before and after working hours and during the employees' lunch or break provided that this shall not interfere with or interrupt District operations.
- J. The District, upon request by the Association, agrees to furnish to the Association, without charge, within five (5) working days of such request, all available information concerning

ARTICLE 7 ASSOCIATION RIGHTS

the financial resources and staffing of the District. If the requested information cannot be provided within five (5) days, the District will provide the Association written explanation as to the reasons therefore and a date when the information can be reasonably expected. Such information shall include, but is not limited to: annual financial reports and audits, register of personnel, agendas and minutes of all Board meetings and all attachments thereto at the time of distributions to the Board, census and membership data, names, addresses and phone numbers of all unit members, wages paid thereto, educational background and other information that may be used in negotiations, in processing grievances and as necessary for the Association to fulfill its role as exclusive representative.

- K. The Association shall have unit member representatives on School Site Councils pursuant to Education Code Section 52012. Representatives shall be selected at the site by their peers. The Association shall appoint unit member representatives to any ad hoc committee established by the District or any other committee established under the Education Code. The Association shall appoint a unit member representative to any management position interview panel established by the District, at the level of Director or above, or for any position which supervises unit members.
- L. All employees in the unit who are members of the Association on the dates this Agreement is ratified or who thereafter become members during the term of this Agreement must retain their membership in the Association for the duration of this Agreement, except that any unit member may withdraw from the Association during the thirty (30) day period following the expiration of this Agreement. The Association 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.

- 1. Dues Deduction

- a. The right of payroll deduction for payment of organizational dues shall be accorded without charge to the Association. Association members who currently have authorization cards on file for the above purposes need not be re-solicited. Association dues and fees, upon formal written request from the Association to the District, shall be increased or decreased without re-solicitation and authorization from unit members.
- b. Pursuant to authorization by the unit member, the District shall deduct the appropriate monthly Association dues and fees from the regular salary check each month, not to exceed twelve (12) months.

ARTICLE 7 ASSOCIATION RIGHTS

- c. 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 Association 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.
- M. The Association shall be provided with up to one hundred twelve (112) 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.
- Additional release time, beyond that mentioned above, will be granted to the Association with prior written approval by the Classified Director or designee, at no cost to the District.
- Time utilized for grievance processing (Article. 8, E.8) site based decision-making (Article 20), New Employee Orientation (Article 21.C), 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.
- The unit member will notify his/her supervisor as far in advance as possible of the need for release and the estimated amount of time involved. The unit member will note under the "explanation" section of the timecard the category of Association activity involved. The AEOTE President will notify the HR Classified/PC Executive Director by email when the days are to be used.
- N. The Association President shall be supplied with complete seniority lists by classification of all bargaining unit members, as they exist on the effective date of this Agreement and every last business day in January thereafter.
- O. On a quarterly basis, or as requested, the Association President will receive a current listing of unit member's information available in the employee information system. This list shall include: name, address, work location, job classification, work/home phone numbers, date of hire, and leave status. The Association 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. The same information shall

ARTICLE 7 ASSOCIATION RIGHTS

be provided for new unit members within thirty (30) days of employment or by the first pay period following employment, whichever is later.

- P. The Personnel Commission Representative, the Classified Director of, and the Association shall meet monthly, if necessary, at the request of either party to discuss matters relating to this Contract and/or Association concerns

ARTICLE 8 GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - a grievance is a claim regarding the interpretation or application 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, E.E.O.C, F.E.H.C., and O.S.H.A. claims.
2. A grievance is an allegation by the Association or a unit member that there has been a misinterpretation, violation, or misapplication of a provision of this agreement.
3. Grievant - A grievant may be any unit member or the Association.
4. Day - A day, for the purposes of this Section, is any day in which the District offices are open.

If an event giving rise to a grievance occurs during a unit member's vacation or recess, a unit member shall file a grievance within five (5) days after the member is scheduled to return to duty.

B. Level I

1. When an employee has a grievance, the employee shall first discuss the matter in an informal conference with the employee's immediate supervisor.
2. If the matter is not resolved at the informal conference, the employee may, within thirty (30) days after the occurrence of the event giving rise to the grievance or within thirty (30) days after the employee should reasonably have known of the event, present the grievance in writing to his/her immediate supervisor. The grievance shall state the issue involved, the provisions in dispute, and the remedy sought.
3. The supervisor shall communicate his/her decision to the employee in writing within ten (10) days after receiving the complaint.

C. Level II

1. The grievant may appeal, in writing, a Level I decision to Level II to the Superintendent within ten (10) days after receiving it. A copy of the appeal shall be furnished to the supervisor.
2. The Superintendent or his/her designee shall investigate the details of the grievance and meet with the unit member, a union representative of his or her choice, and his/her supervisor within ten (10) days of the receipt of the grievance.

ARTICLE 8 GRIEVANCE PROCEDURE

3. The Superintendent or his/her designee shall communicate the outcome of the conference(s) to the unit member, the Executive Board of the Association, and his/her supervisor in writing within ten (10) days of the meeting.

D. Level III

If the grievant is not satisfied with the response at Level II, the District and the Association may mutually agree to submit the grievance to mediation. Participation in mediation does not waive the grievant's or Association's right to move the grievance to arbitration. If the grievance is submitted to mediation, the process shall conclude prior to submission to arbitration.

1. The Association must notify the District in writing within ten (10) working days of the conclusion of Level Two of the Association's desire to refer the grievance to mediation. The District shall respond to the Association whether or not the District agrees to the mediation of the grievance no later than ten (10) working days after receipt of the Association's written request.
2. Within ten (10) working days following the agreement of the District and the Association to mediate the grievance, the Association shall notify State Mediation and Conciliation Service or other mutually agreed upon source to appoint a mediator. The mediator shall schedule a mediation conference at the earliest possible date. Mediation conferences will take place at a mutually convenient location and time.
3. There shall be one (1) person from each party designated as spokesperson for the party at the mediation conference.
4. The mediator shall assist the parties in resolving the grievance. The mediator shall have the authority to meet separately with either party, but shall not have the authority to compel the resolution of a grievance. Either party may raise any issue related to the grievance, whether or not it was raised earlier.
5. If, after due diligence, the mediator concludes resolution is not possible, the mediator shall notify both parties in writing.

ARTICLE 8 GRIEVANCE PROCEDURE

E. Level IV

1. It is the intent of the parties that resolution be reached at the lowest possible level and informal mediation may continue throughout the grievance process. However, if the grievant does not choose to utilize mediation (Level III); or if the decision at Level II is not satisfactory, and the matter is not resolved at Level III mediation, the aggrieved employee(s), within ten (10) days after receiving the decision at Level II, may request in writing that the Association submit the grievance to arbitration. The Association, by written notice to the Superintendent within fifteen (15) days after receipt of the request from the aggrieved, may submit the grievance to arbitration. Within five (5) days after the District receives the written notice, the parties shall meet to schedule the arbitration. This meeting may be conducted by telephone.

Representatives of the District and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from that person to serve. If the parties are unable to agree upon an arbitrator within ten (10) days, the Association shall request a list of seven (7) names from the California State Mediation and Conciliation Service. The parties shall alternately strike names from the list until an arbitrator is selected. The parties may mutually agree to request a second list, if either party is not satisfied with the list.

The cost of the impartial person and hearing expenses shall be shared equally by the District and the Association. In the event that the arbitrator does not desire a court reporter and only one party requests a court reporter, the party requesting the court reporter shall pay the entire cost of the court reporter except for transcripts ordered by the opposing party.

2. A notice of the request shall be sent to the Superintendent and shall include a copy of the original grievance and appeal and the decisions rendered.
3. The impartial person will decide the time and place for a hearing. The hearing will be private, and unless otherwise agreed, will be conducted in accordance with the Voluntary Rules of the American Arbitration Association.
4. The arbitrator shall not consider any matter outside the scope of the grievance as defined in this contract, shall confine the decision to the precise issue 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 arbitrator before hearing the substantive matter.

ARTICLE 8 GRIEVANCE PROCEDURE

5. 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: Hours of Employment 10, Leaves of Absence 11, Compensation 16, and Vacation and Holidays 13, the arbitrator shall have no power to grant money awards or damages.
6. After the close of the hearing, both parties shall have an opportunity to submit written arguments.
7. The impartial person shall submit the award in writing to all the parties within thirty (30) days after submission, which award shall be final and binding.
8. A copy of the decision shall be provided to the Association and the District.

F. Miscellaneous Provisions

1. During the pendency of any proceedings 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 as long as the adjustment is reached prior to Level III and the adjustment is not inconsistent with the terms of this contract; provided that the District shall not agree to a final resolution of the grievance until the exclusive representative has received a copy of the grievance and the proposed resolution, and has been given the opportunity to file a response. The District shall provide copies of the proposed resolution to the Association within ten (10) days. The Association shall respond within 10 days following receipt of the proposed resolution. A grievant may be represented by the Association or may represent himself/herself.
3. There shall be no reprisals of any kind taken against any unit member or representative because of participation in a grievance or support thereof.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of the procedure within the time allotted had the decision been 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.

ARTICLE 8 GRIEVANCE PROCEDURE

5. In the event that a grievance affects more than one unit member, the grievance may be filed on behalf of all affected employees, and if the grievance affects employees at more than one work location it may be initiated at Level II. Grievances concerning the same issue may be consolidated as long as it does 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 jointly by the District and the Association and shall be distributed sufficiently to facilitate the grievance procedure. The costs of preparing such forms shall be borne by the District.
8. Normally, all grievances shall be handled outside the regular workday. However, 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 release time for processing grievances.

ARTICLE 9 NOTIFICATION OF JOB OPPORTUNITIES

- A. Seven (7) working days prior to the creation or elimination of a bargaining unit classification, or the elimination, re-classification, or placement of hold of any bargaining unit position, the Superintendent or his or her designee will notify the Executive Board of the Association via District email.
- B. The Director of Classified Personnel, or designee, shall notify the Association immediately when the District intends to fill a vacant position. This notice shall include the qualifications, and deadlines for submitting applications.
- C. A vacant position that the District intends to fill will be posted within seven (7) working days after the unit member or his/her supervisor submits the unit member's complete separation form to the Director of Classified Personnel, or their immediate supervisor.
 - 1. An employment offer to fill a vacancy must be presented to a qualified candidate within twenty (20) working days after an eligibility list with three (3) ranks for the classification is established and presented to the hiring manager. The District will make every effort to assign a qualified substitute employee during the time the position is officially vacant.
 - 2. Human Resources shall provide the Association with an on-going copy of the Vacancy Tracking Report.
 - 3. Within seven (7) days of the exhaustion of the eligibility list, the District will re-open the position for recruitment.

D. Bilingual Positions

School Site Position(s) - When at least fifteen percent (15%) of the pupils enrolled in a school speak a single primary language other than English, the District will make every effort to provide at least one bilingual support staff. At sites where another staff member in the administrative office, not including the principal or assistant principal, is certified as fluent in the primary language spoken by such pupils and their parents or guardians, transfers shall not to be limited by bilingual skills.

District-Wide Position(s) – When at least fifteen percent (15%) of the pupils enrolled in the District speak a single language other than English, the district will make every effort to hire one (1) employee per department as necessary, that deals directly with students, parents/guardian(s) and community. The employee must be certified as fluent in the primary language spoken by such pupils and their parents or guardian(s).

ARTICLE 9 NOTIFICATION OF JOB OPPORTUNITIES

E. The Association shall provide the District via email with a list of its Executive Board members.

ARTICLE 10 HOURS OF EMPLOYMENT

- A. A full-time employee of the unit shall work five (5) days per week, eight (8) hours per day, and shall work twelve (12) months (annual), ten (10) months (school-year), or as assigned. The starting time of the various positions shall be set by the immediate administrative supervisors of the employees with the approval of the Superintendent or his/her designee.
- B. Full-time employees of the unit assigned to the District Office shall be provided a duty free lunchtime of one (1) hour exclusive of the eight (8) hour work day. Full-time employees of the unit assigned to a school location shall be provided a duty free lunchtime of one-half (1/2) hour exclusive of the eight (8) hour work day.
- C. An employee, his/her supervisor and the Assistant Superintendent of Human Resources may agree on different work days, work hours, and length of lunch period totaling to the same number of paid hours. By mutual agreement, a unit member may be scheduled for four (4) days of ten (10) hours each in a work week, or any other reasonable schedule.
1. Any request for a change in work days, work hours, and length of lunch period must be presented to the immediate supervisor in writing. The change must be approved or denied, in writing, to the employee within seven (7) working days of the request. Reasons must be given in the case of denial of the request.
 2. If the employee feels the denial has no merit, he/she may appeal it in writing to the Superintendent and AEOTE President for an impartial ruling within thirty (30) days of the request. The Superintendent may designate a Division Head to respond on his/her behalf.
- D. All full-time employees of the unit shall not be required to work on the holidays specified in Article 13.J., except in case of emergency.
- E. All hours worked in excess of eight (8) in any day or forty (40) in any week or on the sixth (6th) and seventh (7th) day of any work week shall be considered overtime.
1. Full time employees of the unit shall be paid time and one-half for work beyond eight (8) hours per day (with the exception of an employee working four (4) days of ten (10) hours each in a work week) and shall be paid double time and one-half when they work on legal holidays.
 2. Overtime shall be paid at time and one-half of the employee's regular rate of pay or as compensatory time off computed at time and one-half the hours worked, for all hours worked in excess of eight (8) in any day (with the exception of an employee working four (4) days of ten (10) hours each in a work week), or the sixth (6th) day of any work week. If a unit member works more than 48 hours in 6 days or works the seventh (7) consecutive day, he/she shall receive double the

ARTICLE 10 HOURS OF EMPLOYMENT

unit member's regular rate of pay for all hours worked in excess of 48 or for the 7th consecutive day.

3. Determination of payment or granting compensatory time off shall be made by the supervisor prior to ordering the overtime. The supervisor will make a concerted effort to accommodate the employee when assigning overtime.
 4. Scheduling of such time off during this period shall be mutually agreed to. If a mutually agreeable time cannot be arranged, the employee may request that the compensatory hours be converted to pay at the employee's hourly rate.
 5. The employee shall have the option to carryover a maximum of forty (40) hours compensatory time and be paid for the balance or to have the District pay the employee for all accumulated compensatory time on the books in the last salary payroll of the fiscal year.
 6. Any employee leaving the District shall be paid for all remaining compensatory time in his/her final paycheck.
- F. Full time (8 hour) employees shall be permitted a fifteen (15) minute rest period in mid-morning and again in mid-afternoon, which shall be agreed upon mutually by the employee and immediate supervisor. If no agreement is reached, the Assistant Superintendent of Human Resources or designee will decide the rest period. Employees will notify their Supervisor if they plan to leave the building area during this break time. Employees will be expected to take this time for relaxation and should the rest periods not be taken, such time may not be used to lengthen lunch periods or shorten the work day nor may the rest period be used to make up lost time.
- G. All unit members who are required to work a broken shift shall be paid for actual hours worked, plus an extra hour per day as compensation for the broken shift. For this purpose, a "broken shift" is defined as a schedule providing one (1) break in excess of one (1) hour or two (2) or more breaks in excess of one (1) hour each during a normal working day.
- H. Permanent Employees who are available to sub and notify H.R. shall have first priority to any AEOTE openings available throughout the District by seniority. A copy of the subbing list shall be forwarded to the AEOTE President upon request.
- I. Work Year Schedule (See Appendix B).

ARTICLE 11 LEAVES OF ABSENCE

A. Sick Leave

1. **Sick Leave Definition:** Sick Leave is defined as the necessary absence from duty of a unit member, because of personal illness or injury of a unit member or unit member's immediate family, exposure to contagious disease of a unit member or unit member's immediate family, or dental, eye and other physical or medical examinations or treatment by a licensed practitioner of a unit member or unit member's immediate family. For purposes of use of sick leave in this section, immediate family shall be limited to spouse, child, step child, foster child, parent or registered domestic partner.
2. Unit members may use accumulated sick leave in accordance with Section A.1.

B. A new employee must render service before being entitled to sick leave.

C. Allocation of Sick Leave

1. Unit members shall be entitled to sick leave without loss of salary. Sick leave shall accrue as follows:
 - a. Employees working the following number of days shall have the following amount of sick leave credited annually to their records at the beginning of the unit members' first full work month each fiscal year. Any unused portion shall be accumulated year after year and kept on deposit for future use. Leave shall be prorated based on full time equivalent and days employed:

<u>Number of Work Days</u>	<u>Sick Leave Allocation</u>
180	84 hours
190	86 hours
195	88 hours
200	94 hours
210	96 hours
220	102 hours
225	104 hours

- b. Probationary employees shall earn sick leave as shown in the above schedule for the duration of their probationary period. Such sick leave may

ARTICLE 11 LEAVES OF ABSENCE

be used, as accumulated, for the reasons defined under paragraph A. above. The use of sick leave shall result in an extension of the probationary period at the rate of one (1) day's extension for each day of sick leave used.

- D. Unlimited accumulation shall be allowed in all sick leave benefits. The cumulative aspect of sick leave from year-to-year is based on the schedule as shown above.
- E. If an employee leaves the District, accumulated sick leave will not be credited to the employee's final payment.
- F. The District shall notify employees of their accumulated sick leave amount monthly on the employees' pay stubs.
- G. Whenever possible, an employee must contact his/her supervisor in advance of taking sick leave.
- H. For any illness of five (5) or more workdays, the District may require an acceptable written statement from a physician or health advisor. This statement must verify that the employee was unable to work due to illness and must be submitted to the Payroll Department before the employee is credited with pay for the absence.

A release from the physician or health advisor shall be required before the employee returns to work from sick leave involving major surgery or illness.

When there is reason to believe that sick leave has been abused and as condition of payment, the Assistant Superintendent of Human Resources may require a doctor or medical advisor's statement following absence due to illness..

- I. Catastrophic Leave Bank.
 - 1. **Catastrophic Leave Definition:** Catastrophic Leave is defined as the necessary absence from duty of a unit member because of illness, injury, or destruction of home, that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family whose incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time_off.
 - 2. Employee's family or immediate family is defined in Article 11 Section L.

ARTICLE 11 LEAVES OF ABSENCE

3. A three (3) member approval committee consisting of unit members selected by the Association shall have the responsibility of receiving requests, approving or denying requests, and communicating its decision to the unit member, the Assistant Superintendent of Human Resources and AEOTE. The committee shall not grant more leave to an individual or groups of individuals than is contained in the Catastrophic Leave Bank.
 - a. The committee shall make its decision based on the relative need and shall make reasonable efforts to preserve an adequate leave balance to cover future emergencies. The committee shall not grant leave for industrial injury.
 - b. Decisions made by the committee and approvals made by the Assistant Superintendent of Human Resources shall not be subject to the grievance procedure.
 - c. The Assistant Superintendent of Human Resources shall approve payment of Catastrophic Leave grants as submitted by the approval committee. Such grants shall be forwarded to the Payroll Supervisor as authorization for payment.
4. During the Health and Welfare Benefit “Open Enrollment” period employees may contribute sick leave to the Catastrophic Leave Bank. Any new hire shall have thirty (30) days from date of employment to enroll. The committee may announce a call for further sick leave contributions during the course of the school year, provided that the committee shall not issue more than two (2) additional calls per fiscal year. All unit members are eligible to contribute to the Catastrophic Leave Bank. A unit member may contribute a maximum of (24) twenty four hours of leave per fiscal year. However, employees with over two hundred (200) hours of accumulated sick leave may donate up to (40) forty hours. Only earned sick leave or sick leave bonus accrual (see Article 13, Section I.2a.) may be contributed to the Bank. Employees separating from the District have the option of donating at their discretion to the Catastrophic Leave Bank. Employees shall donate to the Catastrophic Leave Bank in order to be eligible to withdraw from the Catastrophic Leave Bank. The AEOTE Catastrophic Leave Bank shall be exclusively maintained for the benefits of AEOTE members. Direct donations to other bargaining units shall be allowed if approved by the Assistant Superintendent of Human Resources.
5. All unused sick leave days which may remain in the bank at the end of the fiscal year shall be carried over to the next fiscal year.

ARTICLE 11 LEAVES OF ABSENCE

6. Unit members contributing any portion of their leave balance to the Catastrophic Leave Bank shall contemporaneously execute a document:
 - a. acknowledging that their contribution is voluntary and irrevocable
 - b. pledging that they shall not initiate any demand, claim, or cause of action alleging that their contribution to the bank should be rescinded; and
 - c. indicating that they shall hold the District, AEOTE and their agents harmless against any suit or administrative claim alleging that the sick leave bank is unlawful or that their contribution to the bank was unlawful and should be returned
7. Unit members seeking to receive catastrophic leave benefits shall, as part of their application, execute a document pledging that the District, AEOTE, and their agents shall be held harmless against a suit or administrative claim alleging that the committee erred by not granting catastrophic leave benefit.

J. Differential Pay for Extended Sick Leave

1. An employee who is absent from work due to his/her own illness, and in excess of all of his/her accumulated paid leave, shall receive fifty percent (50%) of his/her regular salary for a period not to exceed one hundred (100) working days in each fiscal year. Such differential 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. This extended sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the employee may be entitled.
3. Prior to the employee receiving differential pay for extended sick leave, the employee shall submit to the Human Resources Department, a written statement from the employee's physician or health advisor verifying that the employee is unable to work due to illness and giving an approximate date of recovery. A release from the physician or health advisor shall be submitted before the employee returns to work.

K. Personal Necessity and Personal Leave

1. Personal Necessity

ARTICLE 11 LEAVES OF ABSENCE

- a. Upon prior approval, a unit member may use the number of days of sick leave earned during the fiscal work year in cases of personal need. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the employee cannot reasonably be expected to disregard, and that necessitate immediate attention, and cannot be taken care of after work hours or on weekends.
- b. To utilize Personal Necessity Leave, an employee shall request the leave from his/her immediate supervisor at least three (3) working days prior to the leave.
- c. The unit member shall not be required to secure advance permission for leave taken for any of the following reasons:
 1. death or serious illness of a member of his/her immediate family; or
 2. an accident involving his/her personal property, or the person, or personal property of a member of his/her immediate family; or
 3. if the reason for the leave was known at such a time that would preclude the employee from complying with K.1.b above.

2. Personal Leave

A maximum of five (5) days of sick leave earned during the fiscal year may be used by the unit member for personal reasons for which a justification may not be required. This Personal Leave shall not be used before or after holidays. To utilize Personal Leave, the unit member must obtain prior written permission from the immediate supervisor. Personal Leave shall not be denied for arbitrary reasons.

L. Leave for Serious Illness or Injury in the Family

1. Each fiscal year, an employee may be granted leave up to three (3) days of paid leave when serious illness or injury happens to a member of his/her immediate family. Members of the immediate family include: mother, father, stepmother, stepfather, mother-in-law, father-in-law, spouse, registered domestic partner, son, daughter, stepchild, brother, brother-in law, sister, sister-in-law, grandfather or grandmother of the employee or spouse, son-in-law, daughter-in law, grandchild, foster child, cases of guardianship, aunts, uncles, nieces or nephews, or any relative living in the same household as the employee.

ARTICLE 11 LEAVES OF ABSENCE

2. A physician or medical advisor must provide a statement of need for the presence of the employee to provide care before such leave is granted, in accordance with the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) guidelines.
3. Additional accommodations may be made at the discretion of the Superintendent or his/her designee.

M. Family and Medical Leave

1. Notwithstanding the provisions of this article, the benefits of The *California Family Rights Act* (CFRA) and The *Family and Medical Leave Act* (FMLA) shall be provided to the unit members and used in accordance with Article 11 section A.
2. If the unit member is eligible for leave under the provisions of Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and/or AB 2393 Parental Leave, sick leave shall run concurrently.

N. Bereavement Leave

An employee shall be granted five (5) days bereavement, or eight (8) days if travel beyond five hundred (500) mile radius is required, in the event of the death of a member or his/her immediate family. The Assistant Superintendent of Human Resources, or his/her designee, will review each case on an individual basis and will grant such leaves that are reasonable. Immediate family is defined in Article 11, Section L.

O. Jury Duty

1. All unit members shall be granted a jury leave of absence with pay by the division head or designated representative when necessarily absent from work because of a call for jury duty as provided in Section 44037 of the Education Code.
2. Any unit member receiving a call for jury duty shall notify his/her immediate supervisor as soon as possible after the receipt of a letter directing appearance for qualification for jury service and/or a jury summons.
3. Subject to the possibility of making reasonable travel arrangements, the employee shall be available to the District for work during the balance of his/her normal working day or week when not required to be in court or elsewhere for jury duty. If the employee's regular assignment is to other than the day shift, he/she shall be absent from duty the same number of hours served as a juror. For example, if an employee working a seven and one half (7 ½) hour night shift serves five (5) hours

ARTICLE 11 LEAVES OF ABSENCE

as a juror, he/she shall only be required to work that number of hours which added to five (5) equals the total shift. Employees need not return to work from jury duty when the amount of time remaining to be worked on the day in question, given reasonable travel time from court to the work site, would be less than ninety (90) minutes.

4. The employee shall attach to the time card a certification from the clerk of the court or other authorized officer indicating the dates of necessary attendance or service for the court.
5. The employee will collect any jury fees and remit them to the Director of Business Services, except the following fees which may be retained by the employee:
 - a. Any mileage fee.
 - b. Jury fees earned on holidays, during vacation, or on any days an employee is not required to report for duty.

P. Industrial Accident or Illness Leave

1. Whenever a member of the unit is absent from his/her required duties as the result of personal injury caused by an accident or an assault occurring while he/she is acting within the scope of employment, he/she will be paid full salary up to a limit of sixty (60) working days in any one fiscal year for the same accident.
2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave will commence on the first (1st) day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day. The District will claim the weekly benefits payable to the employee by the insurance carrier. The employee must file claim for these benefits.
5. Industrial accident or illness leave will be reduced by one (1) day for each day of authorized absence regardless of a compensation award made under workers' 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 employee 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.

ARTICLE 11 LEAVES OF ABSENCE

7. After all such allowable Industrial Accident or Illness leave is used, and the employee is not deemed eligible to return to work, the employee may utilize his/her regular accumulated sick leave.

Q. Pregnancy Leave

1. Pregnancy leave shall be granted by the District in accordance with the provisions of the Education Code and subject to the following conditions.
2. 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 employee must have been actually rendering paid service to the District immediately prior to the disability.
3. A pregnant employee who wishes to take leave to prepare for childbirth and who is physically able to render service to the District, may request such leave using sick leave, for a time mutually agreeable to the employee and the District.

R. Parental Leave

1. Effective January 1, 2017, employees shall be entitled to parental leave as afforded by AB 2393.
2. Employees may be eligible for leave to care for a child as provided by the *Family and Medical Leave Act* (FMLA) and the *California Family Rights Act* (CFRA).

S. Child Care Leave

Child Care Leave requested within the first year of birth or adoption, shall be granted to any employee, upon request, for a period of up to one (1) calendar year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness. Additional leave may be requested under Section V. Unpaid Leave.

T. Religious Leave

Leave of absence not to exceed three (3) days per year will be granted without pay to employees who are required to absent themselves for the purpose of observation of religious holidays. Said leaves shall be with pay if authorized by Supreme Court decision.

ARTICLE 11 LEAVES OF ABSENCE

U. Military Service Leave

1. Upon presentation of valid military orders, Military Service Leave shall be granted to every bargaining unit member who enters or is called into active military service of the United States or the State of California.
2. For purposes of this leave, active military service also includes a uniformed auxiliary of any branch of such military service, the United States Merchant Marines, and full-time paid service of the American Red Cross.
3. Such absence shall not affect in any way the classification of such employee.
4. Within six (6) months after such employee honorably leaves such service or has been placed on inactive duty, he/she shall be entitled to return to the position (s)he held at the time of his/her entrance into such service, at the salary to which (s)he would have been entitled had (s)he not absented himself/herself from the service of the District.
5. Military service leave shall be granted for military duty ordered for purposes of military training, drills, encampment, naval cruise, special exercises or like activity, providing that the period of ordered duty does not exceed one hundred and eighty (180) calendar days including time involved in going to and returning from such duty. The employee shall be entitled to receive his/her salary compensation for the first thirty (30) calendar days of any such absence, if the employee is currently in full paid status to the District and has been for one year prior to the leave. The employee shall make every effort to schedule the military leave at a time other than during the regular school year.

V. Unpaid Leave

Unpaid leave may be granted by the District for a period of up to one (1) year. If granted, such leave shall be without pay or credit toward service. The District will return the employee to his/her former position if the District determines that such return is operationally feasible. If the leave request is for thirty (30) or fewer days, the employee shall be returned to the same position.

W. Reporting Absences and Substitute Coverage

1. Reporting Absences Using Automated System

A unit member who will be absent for partial or full days shall report his/her

ARTICLE 11 LEAVES OF ABSENCE

absence to the District's automated employee substitute management system no later than sixty (60) minutes prior to the beginning of the member's work shift.

2. Except for situations involving business necessity (e.g. urgent deadlines or time-sensitive procedures), requests for substitutes from school sites shall have priority over requests from other departments.
3. No later than thirty (30) days after the onboarding of the new employee, the District will provide training on how to report absences using the automated system.
4. At the written request of the Association President, the District shall provide a report by classification listing the requests for substitutes and the substitute assignments for the unit members who reported absences.

ARTICLE 12 TRANSFERS

- A. 1. A “transfer” is any movement of a unit member between departments, division, or sites in the same job classification. A “permissible classification change” is movement between positions of different classes having substantially similar duties, responsibilities and qualifications, the same salary range, and when a similar examination is given, and consistent with Chapter 7 of the Personnel Commission Rules. Included in the definition of “transfer” as used in this article will be a “permissible classification change.” A “vacancy” is any unit position that is unfilled. A “promotion” is movement of a unit member from one (1) classification to a higher paid classification. A “demotion” is voluntary or involuntary movement of a unit member from one (1) classification to a lower paid classification.
2. A unit member may submit a request for transfer to the District at any time, whether or not a vacancy exists. A unit member may also submit request for a transfer subsequent to the posting of a vacancy notice pursuant to the posting procedure of this Article.
3. Unit members returning from leave shall be afforded all transfer rights provided under this section.
4. Involuntary transfers shall be made for just cause.
5. When school closing or elimination of program(s) occurs, the District shall seek volunteers prior to making any involuntary transfer. If an involuntary transfer becomes necessary, the qualified unit member in the affected classification with the least seniority shall be transferred.
6. The District shall provide assistance, as needed, in the moving of the unit member’s District material and equipment. Employees shall be given the option of the following:
1. Release time during the workday up to four (4) hours
 2. Paid hours outside the workday up to four (4) hours
 3. Immediate Supervisor will provide additional release time as mutually agreed upon.

ARTICLE 12 TRANSFERS

B. Permissible Transfers

Transfers of unit members between divisions or organizational units may be made between positions in the same class or between positions of different classes having substantially similar duties, responsibilities, and qualifications, the same salary range, and when a similar examination is given. Transfer postings shall include eligible classifications that do not require additional examination.

C. Notification of Transfer

Each unit member shall be given written notice not later than twelve (12) working days prior to a transfer. Such notice shall specify the work site to which the unit member will be transferred and their starting date.

D. Vacancies for Transfers

1. The District shall immediately post all vacancies with the exception of classifications with no incumbents, via email and furnish the Association with a copy of all postings.
2. The District shall notify unit members who interviewed and were not selected for a vacant position of their status approximately two (2) weeks after the last interview is completed. Upon the written request of an interviewed and not selected unit member, the District shall provide in writing the reasons for the unit member not receiving the transfer.

E. Transfer List

The Director of Classified Human Resources shall maintain a transfer list of all permanent unit members who request his/her assistance in obtaining transfers, and shall be of such assistance as may be possible in effecting the transfers of such applicants.

1. Requests for transfer by an employee shall be made in writing to the Director of Classified Human Resources on "Request for Transfer" form. Transfer requests will be maintained for the current fiscal year and then destroyed.
2. When an appropriate vacancy occurs, selection for appointment shall be made from the first three (3) eligible 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 (3) eligible applicants on the Transfer List, the administrative supervisor may request names from the appropriate eligible list to provide a total of three (3)

ARTICLE 12 TRANSFERS

candidates from which to select. A unit member who receives an overall unsatisfactory or overall needs to improve on his/her current performance evaluation is not eligible for transfer unless and until (1) the Plan for Individual Improvement, as outlined in Article 15.D.4. has been implemented and completed, and (2) the employee has received an overall competent interim evaluation following implementation of the Plan for Individual Improvement. The Director of Classified Human Resources may designate a unit member as eligible for transfer even if he/she has been rated overall unsatisfactory or overall needs to improve. Such designation shall be in writing.

3. The names of those employees requesting transfer, who have authorized the release of their names to AEOTE, shall be furnished, on request, to the Association President, at his/her work location.

F. Administrative Transfers

1. Administrative transfers within a department or between departments shall be requested by the administrative supervisor on the Request for Personnel form, indicating the reason for the transfer.
2. Reasons for any transfer, which are not voluntary, shall first be discussed with the employee by his/her immediate supervisor. If more than one (1) vacancy exists, the employee shall be given the opportunity to express the employee's preference. The employee shall have right to representation at this meeting.
3. The AEOTE President or his/her designee shall be notified prior to any pending Administrative Transfers for disciplinary and extraordinary action.

G. Seniority

Seniority for the purposes of transfer shall be established as of the date of original employment in the District (Article 12, E2). Seniority for all other purposes shall be defined as date of appointment to current classification and shall also include time spent in higher classifications in the same job family.

This definition shall be used when applying the layoff procedure contained in Rule 9 of the Personnel Commission Rules. The Seniority list upon request by bargaining unit members shall be made available for review in the Human Resources Department. Upon request, an updated monthly Seniority list with employee names shall be sent to the AEOTE President.

ARTICLE 13 VACATIONS AND HOLIDAYS

A. Vacation Accrual

1. Following completion of six (6) months of continuous service, each unit member who is employed full time shall have vested five (5) working days of credit for vacation with pay.

Effective July 1, 2023, employees who are employed in the District and have completed 20 years of service in the District, will receive three (3) additional vacation days on the anniversary date of their 21st year in the District for a total of twenty-five (25) vacation days.

Years of Service	Proposed
0 – 6 months 6 months – 3 years	Vested 10
4 years – 6 years	15
7 years – 9 years	18
10 years – 14 years	21
15 years +	22
21 years +	25

2. The District shall notify employees of their accumulated vacation leave amount monthly on the employee's pay stub.
3. The maximum vacation accrual that may be carried over shall be thirty (30) days. Employees shall be expected to exhaust all other vacation leave in the year it is accrued. Unit Members shall have until August 15th to use any excess vacation credit above the maximum of thirty (30) days. Excess vacation credit not used by August 15th will be paid out to Unit Members. The District shall not deny vacation requests for arbitrary or capricious reasons. The District shall make every effort to facilitate employee use of vacation time. If there are any administrative concerns regarding the dates chosen, the administrator, bargaining unit member, and AEOTE representative, shall meet to resolve the issue. If an agreement cannot be reached, the administrator shall notify the Assistant Superintendent of Human Resources, AEOTE President and the CTA Labor Representative for final disposition.

ARTICLE 13 VACATIONS AND HOLIDAYS

- B. 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 when the employee indicates at the earliest practical opportunity:
1. The basis of the request for change in leave status and provides appropriate supporting documents including certification of illness from a licensed physician or other practitioner in case of illness; and
 2. The probable duration of the requested leave.

- C. 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 11 Leaves of Absence.

D. Regular Part-time Employees

Regular part-time employees shall be given the option to receive vacation benefits on a pro-rated (monthly) basis, a one time annual payment (June) and shall receive the salary equivalent for the vacation days accrued during their working period. Unit Members must declare their option for payment on the annual Reasonable Assurance Letter required of classified employees. Regular part-time employees shall accrue pro-rated vacation according to length of service as provided in Paragraph A, above.

- E. 1. Vacation will be taken at the mutual agreement of the District and the employee. In the event mutual agreement cannot be met, the final decision shall be determined by the Assistant Superintendent of Human Resources or his/her designee. 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 employee may be allowed to take all of his/her earned vacation in one unbroken period if it is the employee's wish to do so and the length of the vacation period 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 (2) working days prior to the effective date. Approval must be received from the supervisor prior to starting of any vacation leave. Under unusual circumstances, the Assistant Superintendent of Human Resources or designee may permit a modification of these requirements.

ARTICLE 13 VACATIONS AND HOLIDAYS

F. Payment on Separation

Upon separation from service, the employee shall be entitled to lump sum compensation for all earned and unused vacation as described in A.3. Employees who have not completed six (6) months of employment in regular status shall not be entitled to such compensation.

G. Holiday During Vacation

If a District approved holiday falls within a scheduled vacation period, one (1) additional vacation day shall be granted for each such holiday.

H. 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 employee cannot reasonably be expected to disregard their immediate attention.

I. 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 days, and the unit member has an accumulated vacation balance of 35 or fewer days on June 30th of any fiscal year, that member shall be entitled to two (2) additional days of vacation to be utilized during the following fiscal 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 fiscal year as designated in the Guidelines and Additional Provisions in I.2.a.
- c. School year employees 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 I.1.a, and I.1.b, on the basis of their hourly rate of pay during the preceding fiscal year.

ARTICLE 13 VACATIONS AND HOLIDAYS

2. Guidelines and Additional Provisions

- a. Allocation of additional vacation shall be granted annually as provided below:

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

- b. Statements of additional vacation entitlements shall be provided to each unit member by July 15th 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 earned.

J. Holiday Schedule

1. There shall be no less than sixteen (16) holidays per school year. Holidays are: New Year's Day, Martin Luther King, Jr.'s Birthday, Lincoln's Birthday, Presidents' Day, Spring Break Day, Cesar Chavez Day, Memorial Day, Juneteenth, 4th of July, Labor Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. Any 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 employees in the bargaining unit.
2. Unit members will not be required to work on the above holidays if school is not in session. If school is in session, Unit members who are required to work on a holiday shall be paid double time and one-half (regular days' pay plus time and a half). Days of public fast, mourning, thanksgiving, or any other holidays, declared by the President or Governor of this State shall be a paid at double time and one-half (regular days' pay plus time and a half) unless alternate days off are agreed to by AEOTE and the District.

ARTICLE 14 EMPLOYEE SAFETY

A. Safety and Health

1. The District recognizes its duty to provide a safe workplace for its employees. To this end, the District will attempt to provide employees a comfortable, sanitary, environmentally safe, and secure workplace. 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, he or she shall report this, in writing, to the administrative supervisor who will take the necessary actions to alleviate the problem. Should the administrative supervisor's solution be considered unsatisfactory, the member may appeal the problem, in writing, to the appropriate director for further consideration and action. The determination of the matter by the Director shall be reported to the employee as soon as possible.
3. It will be the responsibility of the injured employee to report an accident on the day of the accident.
4. In the event the accident is so serious that the employee is removed from duty, it will be the responsibility of the supervisor of the employee to report the accident to the proper authorities.
5. The District will comply with state/county and Cal/OSHA public health and safety requirements.

B. Facilities, Conditions and Equipment

1. A unit member shall report promptly, in writing, to the immediate supervisor, any unhealthy or unsafe facilities, conditions or equipment. The administrator shall respond appropriately to the report. If the employee is not satisfied with the administrator's disposition of the issue, he or she may appeal the problem, in writing, to the appropriate director for further consideration and action. The determination of the matter by the Director shall be reported to the employee as soon as possible.
2. Unit members will not be subject to any disciplinary action for making or filing any complaint involving an unsafe working condition. Nothing in this Article shall preclude an employee from filing a CAL-OSHA claim.
3. The California Occupational Safety and Health Act (CAL-OSHA) Poster "Safety and Health Protection on the Job", in both Spanish and English, shall be posted permanently at each site where all employees will see it.

ARTICLE 14 EMPLOYEE SAFETY

4. When an administrator finds a condition is such as to render a situation unsafe, unhealthy or hazardous, the supervising administrator shall take immediate steps to protect the safety of the employee.
 5. The designated main entry points shall have a two-way communication system that allows for all visitors to communicate with designated school staff.
 6. No unit member will be required to work in an unsafe or unhealthy environment. Upon presentation of a medical recommendation from a licensed medical practitioner to the Director of Risk Management, the District will make every attempt to reasonably accommodate the recommendation.
- C. Safety committees will be established at each site (including the District Office) and at least one unit member will serve on each committee.
1. Additionally, AEOTE meets with the Superintendent on a monthly basis and at this meeting there will be a standing item to identify, discuss and resolve safety issues.
- D. A grievance filed over a safety issue will be expedited.
- E. Assaults
1. Unit members shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor, who shall immediately report the incident to the police. Such information shall immediately be forwarded to the Superintendent. The Superintendent shall comply with any reasonable request from the unit member for information in the possession of the District relating to the incident or the persons involved.
 2. At the written request of the Association President, the District shall provide optional training for unit members seeking training related to subduing assaultive students or adults, breaking up fights, and using conflict intervention skills. The District shall provide the Association President a list of voluntary safety trainings compiled by the District Safety Committee. For these trainings, release time will be provided as pre-approved by the unit member's immediate supervisor.
 3. When a unit member is injured as a result of an assault, he/she shall immediately submit to his/her supervisor, a Workers' Compensation injury claims form. Medical expenses will be covered under the Workers' Compensation provision of the law. Personal property damage will be covered per Article 22, A.1 through 5, Unit Members Rights.

ARTICLE 14 EMPLOYEE SAFETY

4. Pursuant to the provisions of California Government Code Section 995, the District shall provide for the defense of a Unit member who has been assaulted in the performance of his/her duties on account of an act or omission in the scope of his or her employment as an employee of the District.
- F. The District will provide written guidelines and procedures to be used in the event of violent or traumatic incidents at the site.
 - G. The District will provide written District wide procedures for how to handle earthquakes, or other major catastrophes, during school hours.
 - H. First Aid Training.
 1. Any unit member hired into a position requiring First Aid Certification, will have six (6) months to obtain that certification at the District's expense through training options offered by the District. Training options will include an online training option available to Unit Members to complete at any approved time during their regular work hours. Unit Members will coordinate with their immediate supervisor to determine a time to schedule the First Aid training during their regular work hours. If the District additionally provides a non-online class option during that time period, the unit member may take this class during his/her regular working hours.
 2. The District shall notify unit members requiring First Aid Certification of any available training during the six (6) month period referenced above. For unit members who need certification or recertification, the District will offer training (e.g. the online training option described above) and provide a thirty (30) day advance notice.
 3. Unit members in positions requiring First Aid Certification or Certification renewal who do not participate in District-sponsored training (online or classroom) shall obtain certification or recertification at their own expense. The District will reimburse the employee in the event the District is unable to provide training as referenced in I.1.
 - I. Unit members shall be free of harassment and bullying by parents, students, peers and administration. All unit members will comply with applicable Board Policies. District supervisors will ensure the Board Policies are followed and will work collaboratively with Association leadership and Human Resources when a policy is violated. If the situation is not resolved after meeting with the supervisor/administrator, a grievance may be filed at Level II no later than ten (10) days after meeting with the supervisor/administrator, pursuant to Article 8 Grievance Procedure.
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ARTICLE 14 EMPLOYEE SAFETY

- J. When a unit member requires an ergonomic evaluation, the unit member shall provide his/her supervisor and Risk Management Office a medical provider's note indicating the need for an ergonomic evaluation. Within ten (10) working days of receiving the medical provider's note, a Risk Management representative shall notify the unit member and supervisor that the Risk Management Office has received the request and submitted it to the District's insurance carrier.
- K. Unit members shall not be appointed as an admin designee.
 - a. Each site will have a written plan to cover when an administrator is not on site. The plan shall outline the options for implementing operational duty/needs at the site. Development of the list of options shall be the responsibility of the site administrator working with the site-based decision making team or like committee. The plan shall be in place prior to the beginning of the new school year and presented to bargaining unit members the first work week of the school year.

ARTICLE 15 PERFORMANCE EVALUATION

A. The primary purpose of work performance evaluation shall be the improvement of employment skills. All evaluations shall be conducted in good faith and in accordance with the provisions of this agreement.

1. All unit members will be apprised of the evaluation system and shall be given information about the District performance evaluation program. The standards, goals, objectives, and expectations shall be consistent with the duties and responsibilities set forth in the employee's position description and will be made known to the employee when first employed and annually thereafter.
2. Evaluations shall be based on objective criteria as set forth in the position description of the unit member.

B. Permanent Unit Members

There shall be filed with Human Resources Department a Classified Personnel Performance Evaluation for each unit member, evaluating his/her performance on the job for the period covered in the Performance Evaluation. The Performance Evaluation shall be completed each year during the period between January 1 to February 28/29 for each regular unit member who is not serving an initial probationary period. Supervisors and unit members may use the month of January as a conference month and the month of February as the time to schedule a meeting to complete the evaluation process. A Performance Evaluation shall be deemed completed once it has been reviewed and signed by the unit member and the evaluator. If, after review, the unit member declines to sign the Performance Evaluation, the supervisor shall so indicate on the Performance Evaluation, and the Performance Evaluation shall be deemed complete at that time. Any Performance Evaluation not completed by February 28/29 will not become a part of the unit member's personnel file; however, in the event that a unit member (evaluatee) or the supervisor (evaluator) is absent from work (due to an unscheduled absence) on the day that their evaluation conference is scheduled to take place, the deadline to complete the evaluation shall be extended by one day for each consecutive day the Unit Member or the supervisor is absent, starting from the date of the scheduled evaluation conference. The evaluator and evaluatee shall meet and complete the evaluation as soon as possible once the employee and supervisor have returned to work..

C. Probationary Employees

Probationary employees shall be evaluated at the end of the second (2nd), fourth (4th), and fifth (5th) month by their immediate supervisors. The evaluation at the end of the fifth (5th) month is a statement as to whether the employee shall be granted permanent status in the District.

ARTICLE 15 PERFORMANCE EVALUATION

1. Upon request, the Human Resources Department shall provide AEOTE with a report on the status of 2nd and 4th month probationary evaluations.

D. Procedures for Rating Employees

1. Each employee is to be rated by his/her immediate supervisor who is defined as the person of higher classification who assigns, checks, and supervises more of the work of the employee than any other person in the section or office. Whenever possible, each employee shall also be rated by the officer or person who is next higher in rank to the immediate supervisor and who has personal knowledge of the work of the employee. 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 employee and his/her supervisor in accordance with procedures prescribed by the Commission.
2. In preparing the rating sheets, the first (1st) steps should be a conference with the employee at which time the employee and supervisor will discuss ways and means of improving the conditions under which the employee is working to provide greater efficiency and productivity. They will discuss the minimum requirements for the position. Together they will analyze the employee'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 employee. The employee will indicate his/her knowledge of the rating by signing the copy that will be forwarded to Human Resources.
3. All monitoring or observation of a unit member's work shall be conducted openly and with full knowledge of the unit member without the use of eavesdropping or mechanical surveillance devices and befitting the professionalism of both parties, except in the case of suspected criminal misconduct or if necessary to provide security for equipment.
4. If the summary evaluation is marked "needs to improve" or "unsatisfactory", the employee and the supervisor will work out a plan of action within 15 (fifteen) working days with specific recommendations for improvement, counseling, and assistance to implement the recommendations, additional resources, techniques and means of measuring improvements, and a time schedule to monitor progress. Upon successful implementation of the Performance Improvement Plan, an interim evaluation will be completed.
5. The employee 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 employee's file until the employee has been provided a copy

ARTICLE 15 PERFORMANCE EVALUATION

of the material and given a reasonable opportunity to review the material and respond in writing.

6. No negative evaluation of any employee shall be placed in any personnel file without an opportunity for discussion between the employee and the evaluator. Evaluations shall be based upon observation and/or knowledge of the evaluator.
7. A unit member shall have the right to append any statement or documentation to any material made a part of the personnel file.
8. A unit member shall be entitled to representation by the Association at any meeting to discuss or report on the unit member's work performance.
9. Bargaining unit members shall be evaluated at least once each calendar year. Unit members' evaluations will only make reference to items occurring during the evaluation period.
10. There shall be no movement to dismiss an employee from service without due process.

E. Performance Evaluation Form

The District and the Association will form a committee to review and revise the performance evaluation form every three (3) years coinciding with the contract cycle. The Association will appoint a maximum of two (2) unit members, and the District will appoint a maximum of two (2) representatives to serve on the committee. The mutually-agreed upon performance evaluation form will be added to the contract as an appendix.

F. Job Descriptions

All new job descriptions in the AEOTE unit will contain the phrase "*Other duties, related to the job, as assigned*". This will replace any other reference used currently or previously. As unit job descriptions are revised they too will include this phrase. It is understood that even though a job description may contain older phraseology, the intent and meaning is "Other duties, related to the job, as assigned" for all AEOTE jobs. "Other Duties, related to the job, as assigned" will be a standing topic at the AEOTE/HR monthly meeting.

ARTICLE 16 COMPENSATION

A. General Provisions

1. The District shall maintain an optional IRC Section 125 Plan for the benefit of unit members and their families. The administrative costs of such a plan shall be borne by the District. Accounts shall be established under the IRC Section 125 plan to shelter from applicable salary taxes allowable amounts for medical insurance premium payments and dependent care expenses.
2. The District is committed to the Health Cost Containment Committee that is a forum to study healthcare cost containment measures in a good faith effort to identify recommendations regarding changes in benefits, providers and additional optional benefits. AEOTE will participate in the Committee as full members who will work towards identifying the most cost effective plans for the membership.
3. The District shall make available for each full-time unit member a health plan and a dental plan covering the employee, spouse, and dependents. Unit members who work part time may participate in the core program.
4. The District shall contribute the full premium of the lowest cost of the employee-selected dental plan offered by the District for Employee-Only.
5. The District shall pay the premium for a \$50,000 term life insurance policy for each eligible unit member.
6. All unit members working fifteen (15) hours per week or more will be required to enroll in a disability plan approved by AEOTE. Effective July 1, 2016 the District shall pay to the premium of the approved Income Protection Plan premium for each eligible unit member.
7. The core program may include, but not be limited to, of health, dental, disability, and life insurance to be determined by the parties. Medical insurance shall not be mandatory upon proof of medical insurance coverage. Dental, life insurance, and disability remain mandatory.
8. Current core program options available to unit members are as follows:
 - a. Dental Insurance Plans
 - Delta
 - United Healthcare/Pacific Union Dental
 - b. Life Insurance fifty-thousand dollars (\$50,000) –The Standard

ARTICLE 16 COMPENSATION

- c. Disability - The Standard
- d. Medical Insurance Plans
 - PERS Health Care Coverage
- e. Annuities – From a list of District approved annuity plans.
- f. Other Optional Benefits
 - American Fidelity Insurance Plans
 - The Standard Insurance Plans
- g. PERS Long Term Care

B. Enrollment Procedures

1. The District shall provide each unit member with a “Designation of Choices” form to be completed upon employment. Unit members shall be allowed to change designated plans during the annual “Open Enrollment” period.
2. Unit members shall be allowed to change from any health coverage option to no health coverage and from no health coverage to the health coverage option once per year during open enrollment. Exceptions to the open enrollment rule will be made for employees having a qualifying life event.
3. Each unit member, 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, or a new hire, may be enrolled in the District’s core program beginning the first day of the following month. Each unit member in the categories listed who assumes duties between the sixteenth and the end of the month may be enrolled and provided with benefits beginning on the first day of the month following the first full month of employment. Enrollment in the IRC Section 125 plan is limited to the yearly enrollment period designated in the plan with the exception of new employees and qualifying life events.
4. 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 employee’s paycheck. The District will endeavor to arrange concurrent expiration dates for all carrier policies.
5. a. The District shall pay the premium for a \$50,000 term life insurance policy for each eligible unit member. This amount will not be prorated for part-time employees.

ARTICLE 16 COMPENSATION

- b. The employee may deduct from salary directly or through the IRC Section 125 Plan amounts for premiums for approved optional health and welfare benefit plans as allowed by the Internal Revenue Code.
6. Each employee who has been granted leave beyond paid leave for illness, disability, maternity, child adoption, advanced study or other personal reasons, may continue his/her dental, life and health insurance for up to one year by paying the full cost. A unit member on a long term disability may continue coverage at his/her own expense for as long as the disability continues, or to retirement, provided this is agreeable to the carriers involved.

Notwithstanding the provisions of this article, the benefits of the California Family Rights Act of 1991 and the Family and Medical Leave Act of 1993 shall be provided to the members of the bargaining unit. However, their application shall not be interpreted so as to reduce or eliminate any benefit provided within this article.

7. Enrollment in health and welfare plans may be extended at the employee's expense in accordance with retirement provisions in Section C or in compliance with COBRA.

C. Retirement Plan

- 1. Retirement income is provided under a coordinated program of PERS and Social Security (OASDI). The District contributes to PERS as required, as well as making the employer's contribution to Social Security.
- 2. The District will pay the health plan premiums for employees up to age seventy (70) who at the time of retirement are in the employment of the District upon the following conditions:
 - a. Attained age fifty-five (55) or more.
 - b. Were in a District plan at the time of retirement or apply for and qualify to be covered by one (1) of the District's health plans at the time of retirement.
 - c. Are receiving PERS retirement benefits.
 - d. Served ten (10) years in the District.

ARTICLE 16 COMPENSATION

- e. All new retirees shall be entitled to receive an amount equal to the Kaiser Permanente (California)-Plan cost for employee-only coverage, adjusted annually.
3. After reaching the age of seventy (70), a retired employee may have the option of purchasing medical coverage at the group rate provided the retired employee 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.
4. Effective July 1, 2028, the District will pay the health plan premiums for employees up to age sixty-seven (67) who at the time of retirement are in the employment of the District upon the following conditions:
 - a. Attained age fifty-five (55) or more.
 - b. Were in a District plan at the time of retirement or apply for and qualify to be covered by one (1) of the District's health plans at the time of retirement.
 - c. Are receiving PERS retirement benefits.
 - d. Served ten (10) years in the District.
 - e. All new retirees shall be entitled to receive an amount equal to the Kaiser Permanente (California) Plan cost for employee-only coverage, adjusted annually.
5. After reaching the age of sixty-seven (67), a retired employee may have the option of purchasing medical coverage at the group rate provided the retired employee 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.
6. 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 his/her coverage after reaching the age of seventy (70), if the health care provider approves.

ARTICLE 16 COMPENSATION

7. 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 sixty-five (65), or death, whichever occurs first, upon the following conditions:
 - a. Attained age fifty-five (55) or more
 - b. Currently receiving PERS retirement allowance
 - c. Served fifteen (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 shall be fifty-thousand dollars (\$50,000)
8. Retired bargaining unit members over age sixty-five (65) may purchase coverage up to fifty-thousand dollars (\$50,000), subject to the conditions of the insurance carrier.

D. Miscellaneous Provisions

1. PERS retains all master contracts governing health and welfare benefits.
2. The parties shall study health care cost containment measures in a good faith effort to identify more cost effective plans. Notwithstanding the Association's participation in the HUSD Health Cost Containment Committee, the Association retains the right to bargain the selection of health and welfare plans and carriers.
3. Each employee who has been granted leave beyond paid leave for illness, disability, maternity, child care, paternity and/or adoptions, advanced study or other personal reasons, may continue his/her dental, life, and health insurance for up to one year by paying the full cost. A unit member on a long term disability may continue coverage at his/her own expense for as long as the disability continues, or to retirement, provided this is agreeable to the carriers.
4. Enrollment in health and welfare plans may be extended for at the employee's expense or in accordance with retirement provisions, or in compliance with COBRA.
5. The District will continue the Employee Assistance Program for the term of this Agreement at District cost. All unit members will be covered by the EAP.

ARTICLE 16 COMPENSATION

6. District insurance plans and carriers will provide for domestic partners as eligible for coverage. Domestic partner shall be any person living in the immediate household of the employee with whom the employee has a relationship similar to that which exists within a family and who has resided in the unit member's household for at least one (1) year.

E. Salary

For duration of the contract, if compensation, such as (but not limited to) salary schedule adjustments, one-time payments, or benefit improvements, is given to other employee groups, no less shall be given to AEOTE unit members.

Effective July 1, 2023 Unit members working .5 FTE and above shall receive: a) a District contribution of \$1,500 annually towards the District's healthcare plan coverage or b) a District cash in lieu contribution of \$900 annually to mitigate the employee's costs for healthcare plan coverage. Effective July 1, 2024, Unit members working .5 FTE and above shall receive: a) a District contribution of \$2,500 annually towards the District's healthcare plan coverage or b) a District cash in lieu contribution of \$1,350 annually to mitigate the employee's costs for healthcare plan coverage. Only unit members currently enrolled in the District's health benefit plan are eligible for the retroactive District contribution.

- F. The Board may withhold step increases for all employees on an annual basis when such action becomes necessary in order to serve the best interest of the District, provided that at the same time the District acts to withhold such step increases for all other employee units in the District.
- G. Direct Banking Services – All District employees working fifty percent (50%) or more are required to enroll in the Payroll Electronic Direct Deposit Program by December of 2013. Exceptions may be requested at time of hire.
- H. Longevity Recognition Plan

1. For continuous service with the District, unit members shall be granted longevity pay at the following periods:

6 years of service - \$70.33 per month
10 years of service - \$100.47 per month
15 years of service - \$200.96 per month
20 years of service - \$301.44 per month
25 years of service - \$502.41 per month
30 years of service - \$703.35 per month

ARTICLE 16 COMPENSATION

The longevity pay shall be an addendum to the salary schedule in Appendix D, and salary increases shall apply to each longevity step.

2. The anniversary date for determining the amount of longevity pay due an employee shall be the first (1st) day of the month if this period of service is completed before the fifteenth (15th) day of the month, and the salary adjustment shall be the first of the following month if completed after the fifteenth (15th) of the month. The years of continuous service shall be calculated from the date of probationary employment. Periods of temporary employment shall not be counted toward longevity pay entitlement.
3. The anniversary date for determining step increases shall be the first (1st) day of the month if this period of service is completed before the fifteenth (15th) day of the month, and the step increases shall be made the first (1st) of the following month if completed after the fifteenth (15th) of the month.

I. Salary Range Changes

Unless otherwise provided by special resolution of the Commission and Board 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.

J. Bilingual and Bilingual-Biliterate Stipends

1. Bilingual Stipend

A Bilingual Stipend of one thousand dollars (\$1,000) per year shall be paid to unit members who have been certified as Bilingual by Personnel Commission staff, and who use second language oral skills in the performance of their duties, as requested and justified by their supervisors.

2. Bilingual-Biliterate Stipend

A stipend of one thousand five hundred dollars (\$1,500) per year shall be paid to unit members who have been certified as Bilingual-Biliterate by Personnel Commission staff and who use oral and written second language skills in the performance of their duties, as requested and justified by their supervisors. Unit members may not be required to translate documents consisting of more than two (2) full pages of text. Such documents, shall as a matter of course, be sent to a District translator.

ARTICLE 16 COMPENSATION

K. Job Descriptions

1. AEOTE and District shall meet prior to discuss any changes to essential job duties (Job Descriptions).
2. When an employee shall be required to perform duties which are not fixed and prescribed for the position by the class specification, or which do not reasonably relate to those fixed for the position, for any period of time, the salary shall be adjusted upward for the entire period. If this assignment is in a higher class, the salary adjustment shall be that step of the higher class which is next above the employee's regular salary or the minimum of the class, or 10% differential, whichever salary is greater. If the assignment is in an equivalent class, the payment of a 10% differential will be made.

ARTICLE 17 PROFESSIONAL GROWTH

A stipend of three hundred twenty-five dollars (\$325) will be granted annually upon completion and verification of fifteen (15) semester units of approved course work; employees shall receive a maximum of six hundred dollars (\$600) for a total of thirty (30) semester units; or nine hundred dollars (\$900) for a total of forty-five (45) semester units; one thousand dollars (\$1,000) for a bachelor degree.

Upon completion of approved course work, a stipend shall be granted annually as follows:

Fifteen Semester Units (15)	\$325.00
Thirty Semester Units (30)	\$600.00
Forty-Five Semester Units (45)	\$900.00
Bachelor Degree	\$1,000.00

A unit member who is receiving a professional growth stipend and completes additional units during a fiscal year, shall not receive the greater stipend amount until the next fiscal year.

All course work must relate to District positions covered by this Agreement.

ARTICLE 18 MENTOR/PEER ASSISTANCE PROGRAM

The District will budget ten thousand dollars (\$10,000) per year for the Association. This money in addition to any carryover amounts from section E.2 below shall be used to pay stipends of one thousand five hundred dollars (\$1,500) a year each for up to twelve (12) Association Trainer/Mentors and for sub coverage and supplies for the Trainer/Mentors. Stipends may be increased in subsequent years within budget parameters. Beginning in the 2001-02 fiscal year, any monies not used in the fiscal year allocated will be carried over each year. The carryover will be in addition to the budgeted amount of ten thousand dollars (\$10,000) per year. No more than three thousand dollars (\$3,000) shall be carried over to the following year.

- A. A Mentor/Peer Assistance Committee will be formed to select the Trainer/Mentors and develop the goals and objectives of the Mentor/Peer Assistance Program. The committee shall be compromised of up to three (3) members selected by the Association and up to three (3) members selected by the District. The committee shall meet at least two (2) times per school year.
- B. The Committee shall determine the criteria for selection of the Trainer/Mentors. Trainer/Mentors shall be solicited by application and participate in an interview process. Any unit member applying for Trainer/Mentor positions must be a full-time, permanent unit member in good standing. If no unit member in good standing is available, the Committee may select a retired or former unit member. Should a Trainer/Mentor resign his or her position during his/her term, the Trainer/Mentor position will be declared vacant.
- C. The composition of the Trainer/Mentor group shall reflect job family groups.

Trainer/Mentors shall apply their expertise to serve District-wide and not be limited to the areas of K-6, 7-8, or 9-12, etc.

- D. Trainer/Mentors shall serve two (2) Calendar year terms.
 - 1. One release day shall be given yearly to Mentors to develop a basic checklist of skills to mentor. This day will be paid from the carryover funds listed in section E.2.
- E.
 - 1. A maximum of up to twelve (12) Trainer/Mentors per year.
 - 2. Carry Carryover Funds (\$175,000) existing as of the date of ratification of this Agreement shall be reserved to be utilized for professional development/coaching program, and all associated fees such as but not limited to supplies and substitute costs. The currently existing carryover funds (\$175,000) shall carryover to the following year(s) until the funds have been exhausted.

ARTICLE 18 MENTOR/PEER ASSISTANCE PROGRAM

- F. A Professional Development Committee consisting of the different job families and District members shall meet to determine professional development training. The carry over money from the Mentor Assistance Program (\$175K) shall be used to fund such trainings. The committee shall meet at least twice a year to plan the trainings for the following year.

ARTICLE 19 DISTRICT CALENDAR SETTING

Both parties agree that when the Hayward Education Association (HEA) and the District meet to negotiate the school calendars each year, the Association will have an Association-selected representative present to participate in the negotiations for the calendars. The District will notify the Association of the date and time of the meeting. Upon completion of calendar negotiations, the District will provide the Association with a copy of the calendar pending Board approval.

ARTICLE 20 SITE BASED DECISION MAKING

A. Philosophy

1. The District and the Association agree that shared decision making should be fostered, promoted and supported in accordance with the following provisions contained herein.

The District and the Association believe and herein recognize that site based decision making in which unit members, other employees, parents, community members, and students (where age appropriate), at individual sites are given increased responsibility for making decisions, will improve effective educational practice and process. This process would better provide opportunities for the exchange of ideas, data, and information that is necessary for restructuring to improve educational opportunities for students and to increase employee job performance, satisfaction, and morale.

2. The District and the Association agree that better decisions will be made and should be fostered through the shared decision making process at all sites, including the District Office, in the District. To this end, the District and the Association will promote and assist employees in the development of shared decision making processes and procedures District-wide.

B. Accordingly, the parties agree as follows:

1. In support of these goals and to facilitate implementation of the District's Blueprint for the Future, which will include safe schools, the parties agree that the Central Team shall meet regularly. Any changes to the core composition mentioned herein will be the Central Team's responsibility. The core composition of the Central Team shall include: the Superintendent, the Deputy Superintendent, and three (3) site administrators all to be appointed by the Superintendent; three (3) regular classroom teachers and two (2) representatives of HEA appointed by the HEA President. AEOTE and Service Employees International Union, Local 790 (SEIU) will each appoint a representative. Should the number of SEIU representatives increase, AEOTE's representation will increase by the same number. The School Board will have two (2) representatives, one (1) of which could be a parent. Alternates may be appointed as needed by circumstances. The Central Team shall be jointly chaired by a representative selected by the District and a member selected by the eligible Associations. The Central Team shall:
 - a. Facilitate the implementation of the HUSD Site-Based Decision Making (SBDM) model through this and any subsequent agreements between the District and AEOTE regarding shared decision making. This would include seeking waivers where deemed appropriate by the parties through processes

ARTICLE 20 SITE BASED DECISION MAKING

established by the parties. In addition the Central Team is prohibited from hiring, firing, evaluating or directing the work of employees or establishing merit pay.

- b. Assess the impact of SBDM activities on the use of time and its impact on job responsibilities.
- c. Provide necessary resources and ensure that reasonable financial resources are made available to each site as the staff prepares for and implements SBDM procedures and plans.
- d. Advise and assist, as needed, District area teams and schools in the development of their procedures, processes and structures for shared decision making.
- e. Study SBDM and related issues and receive training.
- f. Develop training programs for SBDM at both the District and site level and share information internally and externally.
- g. Review, approve, and evaluate site level SBDM programs at least once each year. Develop and implement guidelines and criteria for a uniform system of evaluation of the site program.
- h. Develop a system to provide site level assistance as needed.
- i. Develop a process to terminate or suspend a project for cause.
- j. Meetings shall be held at a time convenient for members. Unit members serving on the District level SBDM team shall receive release time or pay as appropriate. Subs will be provided if necessary. Decisions attained by consensus of the members will be a primary goal. The first major task of the team will be to decide the process for reaching consensus. If consensus cannot be met, decisions made by the majority will stand. The majority shall be based on the number present. Robert's Rules shall be applicable to issues not herein addressed. An agenda shall be jointly prepared by the co-chairs seventy-two (72) hours in advance of each meeting with committee members being provided an opportunity for submission of items and supporting documents twenty-four (24) hours prior to its preparation and sent to committee members.

ARTICLE 20 SITE BASED DECISION MAKING

C. Local Site Based Decision Making Team

1. If two-thirds (2/3) of the Bargaining unit members at a school site, or the District Office, voting by secret ballot, wish to participate in SBDM, a local SBDM Team shall be established to receive Central District Team training. Local SBDM Teams will have a structure with representation such that the professional staff (site administration and instructional staff) together make up a simple majority.
2. The core composition of the elementary and child development centers site based decision making team will be: The site administrator, a FRA representative, a curriculum council person, classroom teachers, a certificated support staff person, no less than one (1) AEOTE unit member, a parent or parents.
3. The core composition for the intermediate, high schools and adult school shall be: A site administrator, a FRA representative, a site or District Curriculum Council person, classroom teachers, certificated support staff, not less than one (1) AEOTE unit member, parent(s) and student(s).
4. The parents/community members who are selected should not be District employees.
 - a. Representatives shall be elected for a two (2) year term specifically to serve on the local SBDM Team and shall be eligible for reelection. Alternate team members may be elected and may attend and vote in the absence of the regular representative.
 - b. SBDM Teams shall have joint chairpersons.
 - c. Local SBDM Teams shall consider all points of view expressed at the session and shall solicit the advice and counsel of parent organizations, employee groups, and all other interested parties. Meetings should be open and time given for reasonable input. Local Teams have the following functions and responsibilities:
 - (1) Participation in SBDM training.
 - (2) Developing a School Site Project Agreement. Such agreement shall not include the Local SBDM Team hiring, firing, or evaluating bargaining unit members. Neither shall such a Project Agreement include a merit pay system for bargaining unit members. The School Site Project Agreement shall include goals and objectives and may have a plan for including parents in school activities, staff

ARTICLE 20 SITE BASED DECISION MAKING

development, and shall include an evaluation of the Project Agreement on an annual basis.

- (3) Making decisions about school issues such as budget, curriculum, safety.
 - (4) Tailoring and coordinating curriculum and instruction issues across grade levels and between and within departments at the school site level.
 - (5) Establishing/revising site pupil discipline plans and practices.
 - (6) Designing and conducting site staff development programs and policies.
 - (7) Solving school-wide problems and developing programs.
 - (8) Developing procedures and communications which encourage unit member involvement in decision making
 - (9) Developing grant proposals and other proposals for additional compensation for additional responsibilities.
 - (10) Recommendations on staffing and the day-to-day operations of the school.
- D. A SBDM Team may make decisions regarding the use of unrestricted general fund monies flowing to the site. It may recommend to the appropriate body/person the use of other site funds.
- E. The focus of the SBDM Team activity shall be upon establishment of local site plans and practices and planning direction rather than day-to-day administration or execution of policy and plans.
- F. The District and AEOTE recognize that the site based decision making may be an innovative process and that proposals may be considered that are in conflict with collective bargaining agreement, Board Policy, regulation, or law. Upon request of the SBDM Team and approval of the District level Central Team, the District and AEOTE may pursue the

ARTICLE 20 SITE BASED DECISION MAKING

waiver. Until such waiver is granted by the proper body, no action should be taken by the site.

- G. SBDM Team meetings shall be held at a time convenient for a majority of the team members.
- H. Decisions attained by consensus of the members will be a primary goal. The first (1st) major task of the team will be to decide the process for reaching consensus. If consensus cannot be met, decisions made by the majority will stand. The majority shall be based on the number present. Robert's Rules shall be applicable to issues not herein addressed. An agenda shall be jointly prepared by the co-chairs seventy-two (72) hours in advance of each meeting with committee members being provided an opportunity for submission of items and supporting documents twenty-four (24) hours prior to its preparation and sent to committee members.

In order to be resolved by vote at a meeting in the event consensus fails, the meeting agenda must have identified the proposed action with sufficient particularity that the team members could have, prior to the meeting, meaningfully consulted with all interested parties with respect to the specific action under consideration. The vote shall be a majority of those team members present at the meeting. Decisions of the SBDM Team with respect to functions and responsibilities are subject to review and approval of the central team.

- I. The District will fund site budgets for SBDM site meetings.
 - 1. The budgeted amount will be equal to the required number of representatives on the SBDM site team times the required nine (9) meetings per year, times the daily teacher's substitute rate.

Distribution of these budgeted monies to members of the SBDM Site teams shall be determined and approved by each site team. The rate for each unit member shall be no less than the highest rate paid to any SBDM site team member.
 - 2. In the event, that funding is not provided or allocated by the district for SBDM site team's budget, and if any other unit members are provided compensation for its SBDM site team meetings, AEOTE SBDM site team members at that site may then submit a timecard for the actual hours worked their regular work day up to a maximum of 12 hours per site per year.

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- J. Membership on a site team will be voluntary. Selection will be made by one's peers.
- K. Unresolved SBDM site level issues will be submitted to the Central Team before implementation at the site.
- L. If implementation of SBDM at the District Office shall be jointly agreed upon by AEOTE and the District, any committee that is formed shall have the same number of AEOTE representatives as the number of District members.

ARTICLE 21 UNIT MEMBERS RIGHTS

A. School and Personal Property Liability Coverage

1. The District shall reimburse unit members for the repair or replacement of personal property of the unit member lost, damaged, or destroyed while the unit member was on duty at their work site, on District premises, or at a school-sponsored activity, unless such damage or loss is due to negligence by the unit member, and is not covered by the Unit Member's personal insurance. Personal property shall include such things as eye glasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the unit member.
2. Damaged property shall be submitted to the District together with a property report.
3. In the event a payment is made under this policy, the District will, to the 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 one thousand dollars (\$1,000.00) nor less than thirty dollars (\$30.00) per incident. Exception: replacement of dentures shall not be subject to the three hundred and fifty dollars (\$350.00) limitation. The total funded amount per year for reimbursement shall be no more than ten thousand dollars (\$10,000).
5. The District shall establish a fixed fund of five thousand dollars (\$5,000.00) yearly for legitimate damages to unit member's automobiles parked on/at District property while working at the site during work hours. The unit member must have completed a security incident report and filed a tort claim. In the event that an employee has to park off the district property due to lack of parking at the site, they will be afforded the right to file a claim.

B. Dress Code

Unit members shall have the right to select attire appropriate to their position.

C. New Employee Orientation and Onboarding

Prior to the start date at their site, employees will meet the following steps:

1. Onboarding
2. Orientation – Closest to hiring date

ARTICLE 21 UNIT MEMBERS RIGHTS

Upon completion of the onboarding process, and a start date has been established, employees shall be provided with the following:

- a. Training - Specific to the individual's job, shall commence on their start date. The District and the Association will develop a training program to commence in October of 2023.
 - b. Shadowing (based on section D below).
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 and the Association President or designee shall establish mutually-agreed-upon dates and times for the Orientations.
 3. New unit members shall be invited to the 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.
 5. The Association shall be allotted sixty (60) minutes of uninterrupted time during the Orientation to provide unit members an overview of the Association and this Agreement. District administrators will not be present during the Association time.
 6. The Association may distribute union literature and/or forms and invite California Teachers Association (CTA) endorsed vendors and CTA staff during the Association portion of the Orientation.
 7. Up to five (5) Chapter leaders shall be provided release time to attend the Orientation.
 8. The Association President shall be informed at least twenty-four (24) hours in advance, whenever possible, when unit members are onboarded in-between

ARTICLE 21 UNIT MEMBERS RIGHTS

Orientations to allow one (1) Association representative to present time-sensitive information to its new members.

D. Shadowing

New employees shall shadow an employee in the same classification for at least three (3) days within the first year from beginning their position. The shadowing dates requested by new employees shall be pre-approved by an administrator in the Human Resources Department. New transfers shall shadow an employee in the same position for two (2) days prior to the beginning of their position. In the event the new employee is the only employee in that classification, the District and AEOTE shall mutually identify an appropriate classification to shadow. New employees shall be compensated at their starting rate while in training. New transfers shall be compensated at their new rate of pay. If a unit member is a shadower, not a mentor, they shall be entitled to a ten 10% percent out of class compensation. The compensation shall not exceed 24 hours per employee (shadowee) who are new to the family group. New employees or new transfers needing additional support shall contact a mentor through the mentor program.

E. Providing Safe Health Care

AEOTE members shall not be required to provide a particular health service which is normally performed by a school nurse or other “qualified person”. AEOTE unit members in a position requiring a First Aid Certificate shall be responsible for the administration of minor first aid only. Minor first aid shall be defined as bandaging scrapes, dispensing ice packs or calling parents to pick their sick or injured children up from school. In the event of serious injury, and/or in the absence of an Administrator on campus to provide guidance, AEOTE unit members shall be expected to call 911.

AEOTE unit members in a position requiring a First Aid Certificate shall **not** be required to:

1. Maintain and stock classroom first aid kits.
2. Track and follow-up physicals and immunizations for students out of compliance.
3. Develop and maintain tracking systems for required physicals and immunizations.
4. Prepare and maintain medication logs per District AR 5141.21(a), #6. (Unit members will, however, initial and note the date and time medication was administered to a student.)

ARTICLE 21 UNIT MEMBERS RIGHTS

5. Conduct whole-class pediculosis checks; instruct parents in pediculosis eradication procedures.
6. Determine who will receive medication renewal and medication procedures forms for students requiring ongoing medication; send parents letters asking them to pick-up medication at the end of the school year; call and remind parents to turn in letter giving school permission to administer medication.
7. Dispense medication more complicated than pill form, simple liquids, or inhalers.
8. Give injections of any kind.
9. Use any invasive procedures.
10. Explain medication procedures to parents and physicians, but may give written information as provided by the District.
11. Have responsibility for coordinating items such as required vision screening for students but may schedule and/or notify parents in cooperation with Principal, Speech Therapist and District Nurse.
12. Supervise and/or assist students requiring catheterization (or other Medication procedures normally performed by trained professionals).
13. Determine SDT Health Codes for student records or any other purpose.

AEOTE unit members in a position requiring a First Aid Certificate shall:

1. Coordinate the stocking and maintenance of classroom first aid kits.
2. Ensure that the student's physician and parent/guardian are provided the medication authorizations required by District BP 5141.21 and forward the completed authorizations to the appropriate District personnel. Ensure that no medications are distributed without proper authorizations on file.
3. Upon receipt of the medication log from District personnel, dispense medication to students in pill form, simple liquids and inhalers, oversee the self-administration of such medication, and record the dispensation of the medication in the medication log.
4. Advise the appropriate District personnel to bundle and launder any soiled lines.

ARTICLE 21 UNIT MEMBERS RIGHTS

5. As directed, notify parents of lice infestations, chicken pox or other similar health issues at the school site.

The District shall defend and indemnify unit members for any claims arising out of any act or omission related to the performance of these duties as required by Government Code Section 825, 825.2 and 995.

The site Principal may authorize overtime to perform these duties on an as-needed basis.

F. Telecommuting

Unit members may telecommute with mutual agreement of their immediate supervisor and the Assistant Superintendent of Human Resources.

G. Personnel Files

1. There shall be a single personnel file for each member of the unit.
2. The unit member's only official personnel file shall be kept in Human Resources.
3. All material placed in a unit member's file shall be dated and signed by the person who caused the material to be prepared.
4. Access to a unit member's personnel file shall be limited to a "need to know" basis. Access authorization must be obtained from the Assistant Superintendent of Human Resources. The contents of all personnel files shall be kept in strictest confidence. The District shall keep a log indicating the persons who have requested to examine a personnel file, as well as the dates such requests were made. Such log shall be available for examination by the unit member or his/her authorized Association representative.
5. Materials in the personnel file shall be made available for inspection by the unit member, within twenty-four (24) hours, upon unit member's request.
6. Unit members shall have the right to inspect and obtain a copy of the materials in their personnel file, within twenty-four (24) hours, upon unit member's request.
7. An Association representative may review the unit member's file with written authorization from the unit member or may accompany the member in his/her review of the file.
8. No derogatory information shall be placed in the unit member's personnel file without advance notification to the unit member. No document shall become a

ARTICLE 21 UNIT MEMBERS RIGHTS

permanent part of a unit member's personnel file during the pendency of a grievance on such material.

9. Letters of Reprimand

Except for letters of reprimand involving a violation of any law, upon written request of a bargaining unit member, the District shall place a letter of reprimand in a sealed envelope in the employee's personnel file so long as there has been no repeat of the conduct that was the subject of the letter of reprimand, and the letter of reprimand is at least two (2) years old. In the event of future discipline, the Superintendent or designee may open the sealed envelope.

10. The unit member shall have the right to have his/her own comments attached to any materials placed in the file.

11. Such review, and any preparation of comments in response to the material and/or statement, shall take place during normal business hours.

12. Any grievance regarding this Article shall be filed at the Assistant Superintendent of Human Resources level of the grievance process.

13. Any material, which has not been reduced to writing within ten (10) working days following:

- a. the event or occurrence;
- b. the conclusion of the District's investigation; or
- c. the exhaustion of unit member's due process rights;

whichever occurs last, will not be added to the file.

14. Any material not contained in the unit member's personnel file may not be used in any manner to assess work performance or in any action which affects the employment status of the unit member.

H. Non-Discrimination

1. Non-Discrimination Clause

The District shall not discriminate against a unit member on the basis of race, color, creed, religion, age, sex, national origin, political affiliation, domicile, marital

ARTICLE 21 UNIT MEMBERS RIGHTS

status, sexual preference, physical handicap, or membership or participation in the activities of the Association.

2. Rules and Regulations

Rules and regulations developed to implement this Agreement shall be reasonable in their impact and effect; shall be uniformly applied, and shall be drawn in conformity with this Agreement.

ARTICLE 23 PROGRESSIVE DISCIPLINE

The District will post and email all unit members a list of all summer school and extended school year positions available. To be considered for these positions, the Unit Member must be in good standing. To be considered in good standing, a Unit Member's most recently completed summary evaluation rating within the preceding twelve (12) month period shall not be less than "Competent" (see Appendix E) and the Unit Member shall not have been issued any form of written reprimand in the preceding twelve (12) month period.

- A. Unit members whose regular assignments are those of the posted summer school extended year classifications and sites and who apply will be offered the position first.
- B. In the event that the incumbents do not accept the positions or no incumbents exist, other unit members who are regularly assigned to the summer school or extended year site will be offered the positions in order of District seniority and provided they are deemed qualified by the Personnel Commission. These assignments will be made on a rotating basis.
- C. Should the aforementioned unit members not accept the positions, other unit members in the designated classifications who apply for the position, will be given first right of refusal in order of District seniority on a rotating basis.
- D. Any unfilled positions shall be offered in District seniority order to qualified unit members serving in other classifications, on a rotating basis.
- E. Unit members who are not placed in a summer school or extended school year positions, shall have first right of refusal, in order of seniority in the classification, to substitute provided they have confirmed in via email their availability to substitute during this period.

ARTICLE 23 PROGRESSIVE DISCIPLINE

The District supports the concept of “progressive discipline.” While the underlying premise is a progressive application of corrective measures, not all steps are appropriate in every circumstance. The degree of applied discipline shall fit the seriousness of the misconduct. The steps to be applied in the “progressive discipline” process are reserved to the District’s discretion based on a consideration of factors such as: the Unit Member’s total work record, the seriousness of the offense, whether it is repeat conduct, the impact on students and the educational program, etc. When the supervisor or administration is going to apply progressive discipline, they must inform the unit member regarding the nature of the meeting and of their right to have union representation.

In general, the order of steps to be taken in the progressive discipline process are:

- Oral Warning/Conference
- Written Warning
- Letter of Reprimand
- Suspension Without Pay/Reduction in Pay
- Dismissal

ASSOCIATION OF EDUCATIONAL OFFICE AND TECHNICAL EMPLOYEES UNIT

LIST OF CLASSIFICATIONS IN UNIT

Academic/Vocational Evaluator	Instructional Media Technician
Accounting Specialist	Lead Accounting Specialist
Administrative Secretary	Lead Attendance Clerk
Assessment Technician	Lead Credentials Technician
Assessment Technician - Bilingual	Lead Payroll Technician*
Attendance Clerk	Lead Personnel Operations Technician
Bilingual Migrant Education Outreach Worker I	Lead Publications Assistant*
Bilingual Migrant Education Outreach Worker II	Library Media Technician
Budget Accountant I	Office Assistant*
Budget Accountant II	Office Specialist
Buyer	Outreach Worker*
Child Development Placement Assistant	Parent Outreach Worker*
Child Nutrition Budget Accountant I	Payroll Technician
College Career Center Technician	Personnel Operations Technician
Computer Center Technician*	Position Control Systems Coordinator
Community School Specialist	Publications Assistant
Computer Lab Assistant	Receptionist*
Computer Lab Technician	Registrar
Coordination of Services Team Specialist	School Business Assistant
Credentials Technician	School Data Technician
CWA Outreach Worker	School Office Manager
Data Entry Clerk	School Support Secretary
Database Systems Specialist	Secretary
Eligibility Technician	Senior Administrative Secretary
Employee Benefits Specialist	SIP Program Assistant
Enrollment Technician	Student Records Assistant*
Family Engagement, Outreach and Equity Specialist	Systems Analyst
Human Resources Analyst	Technology Support Specialist I
High School Accounting Technician	Technology Support Specialist II
Instructional Materials Technician	Technology Support Specialist III
	Translator- Interpreter

***Positions Abolished**

APPENDIX B**ASSOCIATION OF EDUCATIONAL OFFICE AND TECHNICAL EMPLOYEES UNIT
WORK YEAR SCHEDULE FOR SCHOOL-YEAR AND YEAR-ROUND POSITIONS**

POSITION	WORK CALENDAR #	WORK DAYS	HOLIDAYS	TOTAL
Academic/Vocational Evaluator	2004	183	14	197
Administrative Secretary (Brenkwitz)	2009	196	14	210
Attendance Clerk (Elementary)	2003	185	14	199
Attendance Clerk (High School)	2005	188	14	202
Attendance Clerk (Middle School)	2010	198	14	212
Attendance Clerk (Year-Round)	2102	185	14	199
Bilingual Migrant Education Outreach Worker I	2004	183	14	197
Bilingual Migrant Education Outreach Worker II	2004	183	14	197
College Career Center Technician	2004	183	14	197
Community School Specialist	2007	190	14	204
Computer Lab Assistant (Year-Round)	2103	183	14	197
Computer Lab Assistant (Elementary)	2004	183	14	197
Computer Lab Technician	2004	183	14	197
Coordination of Services Team Specialist*	2004	183	14	197
CWA Outreach Worker	2004	183	14	197
Family Engagement, Outreach, and Equity	2004	190	14	204
High School Accounting Technician	2004	183	14	197
Instructional Materials Technician	2025	206	14	220
Instructional Media Technician	2025	206	14	220
Library Media Technician	2016	187	14	201
Library Media Technician (Year-Round)	2105	187	14	201
Office Assistant	2008	193	14	207
Office Specialist (Child Nutrition)	2001	180	14	194
Office Specialist (Adult School Independent Study & Student Services)	2017	196	14	210
Office Specialist (High School & Adult School)	2008	193	14	207
Parent Outreach Worker	2004	183	14	197
Registrar (Brenkwitz)	2007	190	14	204
School Data Technician (High School)	2007	193	14	207
School Office Manager	2011	201	14	215
School Office Manager (Year-Round)	2013	201	14	215
School Support Secretary	2008	193	14	207
Secretary	2008	193	14	207
SIP Program Assistant	2001	180	14	194
SIP Program Assistant (Year-Round)	2106	180	14	194
Technology Support Specialist II	2020	203	14	217

APPENDIX C

ASSOCIATION OF EDUCATIONAL OFFICE AND TECHNICAL EMPLOYEES UNIT SALARY RANGE PLACEMENT

Accounting

Classification Title	Range
Accounting Specialist	15
School Business Assistant	15
Accounting Specialist - Lead	19
High School Accounting Tech	20
Budget Accountant I	23
Child Nutrition Budget Accountant I	23
Budget Accountant II	25

Operations

Classification Title	Range
Publications Assistant	15
Academic Vocational Evaluator	16
College Career Center Technician	16
Instructional Media Technician	16
Library Media Technician	16
Publications Assistant - Lead	19
Credentials Technician	20
Eligibility Technician	20
Employee Benefit Specialist	20
Enrollment Technician	20
Payroll Technician	20
Personnel Operations Technician	20
Assessment Technician	21
Instructional Materials Tech	21
Buyer	24
Credentials Technician - Lead	24
Payroll Technician - Lead	24
Personnel Operations Tech - Lead	24
Position Control Systems Coordinator	26
Human Resources Analyst	32

Outreach

Classification Title	Range
Coordination of Services Team Specialist*	16
Family Engagement, Outreach, and Equity Specialist	18
Bilingual Migrant Education Outreach Worker I	18
CWA Outreach Worker	20
Bilingual Migrant Education Outreach Worker II	20
Outreach Worker	20
Parent Outreach Worker	20

Clerical

Classification Title	Range
Data Entry Clerk	7
Office Assistant*	7
Student Records Assistant*	9
Receptionist*	9
Office Specialist	11
School Support Secretary	11
Child Development Placement Asst.	11
Attendance Clerk	13
Secretary	13
Registrar	15
Administrative Secretary	17
Attendance Clerk - Lead	17
School Data Technician	17
School Office Manager	17
Translator - Interpreter	20
Senior Admin Secretary	21

Technology

Classification Title	Range
SIP Program Assistant	9
Computer Lab Assistant	13
Computer Center Technician*	19
Computer Lab Technician	19
Database Systems Specialist	21
Tech Support Specialist I	22
Tech Support Specialist II	26
Tech Support Specialist III	30
Systems Analyst	38

* Positions Abolished

APPENDIX D

ASSOCIATION OF EDUCATIONAL OFFICE AND TECHNICAL EMPLOYEES UNIT
 SALARY SCHEDULE 2022-2023
 2% Increase Effective 07/01/2022

Range	← Step →				
↓	A	B	C	D	E
1	24.54	25.13	25.77	26.40	27.09
2	25.13	25.77	26.40	27.09	27.76
3	25.77	26.40	27.09	27.76	28.44
4	26.40	27.09	27.76	28.44	29.15
5	27.09	27.76	28.44	29.15	29.89
6	27.76	28.44	29.15	29.89	30.63
7	28.44	29.15	29.89	30.63	31.39
8	29.15	29.89	30.63	31.39	32.17
9	29.89	30.63	31.39	32.17	32.99
10	30.63	31.39	32.17	32.99	33.82
11	31.39	32.17	32.99	33.82	34.66
12	32.17	32.99	33.82	34.66	35.54
13	32.99	33.82	34.66	35.54	36.41
14	33.82	34.66	35.54	36.41	37.32
15	34.66	35.54	36.41	37.32	38.25
16	35.54	36.41	37.32	38.25	39.25
17	36.41	37.32	38.25	39.25	40.20
18	37.32	38.25	39.25	40.20	41.19
19	38.25	39.25	40.20	41.19	42.24
20	39.25	40.20	41.19	42.24	43.31
21	40.20	41.19	42.24	43.31	44.38
22	41.19	42.24	43.31	44.38	45.48
23	42.24	43.31	44.38	45.48	46.61
24	43.31	44.38	45.48	46.61	47.78
25	44.38	45.48	46.61	47.78	48.97
26	45.48	46.61	47.78	48.97	50.20
27	46.61	47.78	48.97	50.20	51.46
28	47.78	48.97	50.20	51.46	52.73
29	48.97	50.20	51.46	52.73	54.06
30	50.20	51.46	52.73	54.06	55.41
31	51.46	52.73	54.06	55.41	56.79
32	52.73	54.06	55.41	56.79	58.21
33	54.06	55.41	56.79	58.21	59.67
34	55.41	56.79	58.21	59.67	61.16
35	56.79	58.21	59.67	61.16	62.70
36	58.21	59.67	61.16	62.70	64.25
37	59.67	61.16	62.70	64.25	65.88
38	61.16	62.70	64.25	65.88	67.51
39	62.70	64.25	65.88	67.51	69.21
40	64.25	65.88	67.51	69.21	70.92

Longevity Increments	Monthly 10 Pay	Monthly 11 Pay	Monthly YR	Monthly Annual
6 years	71.74	65.21	59.77	71.74
10 years	102.48	93.17	85.40	102.48
15 years	204.98	186.34	170.82	204.98
20 years	307.47	279.52	256.22	307.47
25 years	512.46	465.86	427.04	512.46
30 years	717.42	652.20	597.84	717.42
Professional Growth				Annual
	Fifteen Semester Units			325.00
	Thirty Semester Units			600.00
	Forty-Five Semester Units			900.00
	Bachelors Degree			1000.00

**ASSOCIATION OF EDUCATIONAL OFFICE AND TECHNICAL EMPLOYEES UNIT
SALARY SCHEDULE 2024-2025
8.5% Increase Effective 7/1/2023**

Range	←Step→				
↓	A	B	C	D	E
1	26.63	27.27	27.96	28.64	29.39
2	27.27	27.96	28.64	29.39	30.12
3	27.96	28.64	29.39	30.12	30.86
4	28.64	29.39	30.12	30.86	31.63
5	29.39	30.12	30.86	31.63	32.43
6	30.12	30.86	31.63	32.43	33.23
7	30.86	31.63	32.43	33.23	34.06
8	31.63	32.43	33.23	34.06	34.90
9	32.43	33.23	34.06	34.90	35.79
10	33.23	34.06	34.90	35.79	36.69
11	34.06	34.90	35.79	36.69	37.61
12	34.90	35.79	36.69	37.61	38.56
13	35.79	36.69	37.61	38.56	39.50
14	36.69	37.61	38.56	39.50	40.49
15	37.61	38.56	39.50	40.49	41.50
16	38.56	39.50	40.49	41.50	42.59
17	39.50	40.49	41.50	42.59	43.62
18	40.49	41.50	42.59	43.62	44.69
19	41.50	42.59	43.62	44.69	45.83
20	42.59	43.62	44.69	45.83	46.99
21	43.62	44.69	45.83	46.99	48.15
22	44.69	45.83	46.99	48.15	49.35
23	45.83	46.99	48.15	49.35	50.57
24	46.99	48.15	49.35	50.57	51.84
25	48.15	49.35	50.57	51.84	53.13
26	49.35	50.57	51.84	53.13	54.47
27	50.57	51.84	53.13	54.47	55.83
28	51.84	53.13	54.47	55.83	57.21
29	53.13	54.47	55.83	57.21	58.66
30	54.47	55.83	57.21	58.66	60.12
31	55.83	57.21	58.66	60.12	61.62
32	57.21	58.66	60.12	61.62	63.16
33	58.66	60.12	61.62	63.16	64.74
34	60.12	61.62	63.16	64.74	66.36
35	61.62	63.16	64.74	66.36	68.03
36	63.16	64.74	66.36	68.03	69.71
37	64.74	66.36	68.03	69.71	71.48
38	66.36	68.03	69.71	71.48	73.25
39	68.03	69.71	71.48	73.25	75.09
40	69.71	71.48	73.25	75.09	76.95

Longevity Increments	Monthly 10 Pay	Monthly 11 Pay	Monthly YR	Monthly Annual
6 years	77.84	70.75	64.85	77.84
10 years	111.19	101.09	92.66	111.19
15 years	222.40	202.18	185.34	222.40
20 years	333.60	303.28	278.00	333.60
25 years	556.02	505.46	463.34	556.02
30 years	778.40	707.64	648.66	778.40
Professional Growth				Annual
	Fifteen Semester Units			325.00
	Thirty Semester Units			600.00
	Forty-Five Semester Units			900.00
	Bachelors Degree			1000.00

APPENDIX E

HAYWARD UNIFIED SCHOOL DISTRICT

CLASSIFIED PERSONNEL PERFORMANCE EVALUATION AEOTE

Please read the file "directions" before completing this form.

Probation 2 mo 4 mo
 Annual
 Rating Period _____ to _____

Not Applicable..... Factor does not apply to this position.
 Unsatisfactory Employee's performance is unsatisfactory and definitely not up to standard. Specific explanation must be made on the report.
 Needs to Improve..... Employee should concentrate effort to bring performance up to work standards. This is not to be construed as a notice of unsatisfactory service not as a disciplinary action.
 Competent Employee's performance clearly and consistently meets standards.
 Outstanding Employee's performance is superior, significantly exceeding job requirements.

When rating each factor, please do not use the shaded areas.

Employee _____

Classification _____

Location _____

Evaluating Supervisor _____

SECTION I: PERFORMANCE FACTORS

A. Quality of Work	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
1. Performs duties accurately and completely						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Demonstrates creativity						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. Quantity of Work	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
3. Completes required tasks in a reasonable amount of time						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments on Quality and Quantity of Work _____

C. Work Habits And Behavior	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
4. Plans, organizes, and prioritizes effectively						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Demonstrates skill levels necessary for the performance of assigned tasks						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Uses materials and equipment economically						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Exhibits good safety habits						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Works effectively under stress						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Demonstrates understanding of department's objectives and works effectively toward achieving them						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Demonstrates thorough knowledge of present job responsibilities						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Complies with District policies, regulations, and procedures						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. Demonstrates adaptability and flexibility in new work situations						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Willingly accepts tasks that will require a degree of responsibility						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. Demonstrates willingness to accept suggestions and/or direction in the performance of tasks						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments on Work Habits And Behavior

SECTION I: PERFORMANCE FACTORS (continued)

D. Punctuality	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
15. Complies with assigned working schedule							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
16. Maintains good attendance record							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
17. Contacts supervisor at earliest opportunity if absence or tardiness is unavoidable							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

E. Dependability	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
18. Works effectively in absence of supervisor						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19. Exercises independent judgment effectively						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20. Maintains confidentiality							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21. Responds appropriately in emergency situations							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments on Punctuality and Dependability:

F. Personal Relations	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
22. Demonstrates Courtesy and patience							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23. Works effectively with students, community, and fellow employees							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

G. Personal Qualities	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
24. Exhibits appropriate work attire							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25. Uses language appropriate to the position							<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26. Shows interest and takes initiative						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments on Personal Relations and Personal Qualities:

H. Other Factors (if applicable)	RELATIVE VALUE (check one)					NOT APPLICABLE	UNSATISFACTORY	NEEDS TO IMPROVE	COMPETENT	OUT-STANDING
	Least Important	<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4					
27. Assigns and reviews work of subordinates as directed by supervisor						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28. Demonstrates leadership in relationships with subordinates						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Hayward Unified School District

Board of Education

Peter Bufete, President
Sara Prada, Vice President
Dr. April Oquenda, Clerk
Ken Rawdon, Trustee
Joe Ramos, Trustee

Administrative Staff

Dr. Jason Reimann, Superintendent
Chien Wu-Fernandez, Associate Superintendent, Student and Family Services
Kim Watts, Assistant Superintendent, Human Resources
Allan Garde, Assistant Superintendent, Business Services
Dr. Lisa Davies, Assistant Superintendent, Educational Services












AEOTE 2022-2025 FINAL 062624

Final Audit Report


2024-06-27

Created:	2024-06-26
By:	Gisela Maldonado (gmartin-correa@husd.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWnrCGUGwCTxQuf5NM3_TKlj6ZmUz2KgC


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-  Document created by Gisela Maldonado (gmartin-correa@husd.k12.ca.us)
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