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

March 3, 2025

Article I

AGREEMENT

This is an agreement made and entered into this **3rd day of March 2025**, between the Board of Education of the Hacienda La Puente Unified School District and the Service Employees International Union Local 99 CTW.

For the Service Employees International Union Local 99 CTW:

SEIU Bargaining Team Chairperson

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

SEIU Chief Negotiator

For the Board of Education:

Board's Representative Chairperson

Board's Representative

Board's Representative

Board's Representative

Board's Representative

Board's Representative

TA 3/3/25
TA 3/3/25

HLPUSD Counter Proposal
Article VII Transfers
3/3/25 12:00 pm

Article VII Transfers

The district and the ~~association~~ Union agree to follow the Personnel Commission Rule 11 regarding transfers. Prior to any Personnel Commission Rule 11 change, ~~the association will have the opportunity to meet with~~ the Personnel Commission Director shall provide the Union written notice to provide input and discuss the proposed changes. ~~In the event the Personnel Commission Rule 11 changes, the revised Personnel Commission Rule 11 will automatically replace the language below in section 7. Tt~~Once the changes are approved by the Personnel Commission, the changes will be final and will be applied to Article 7. The district and the ~~association~~ Union ~~parties~~ agree to meet and confer if there are any changes to Personnel Commission Rule 11 that conflict with the sections below in Article VII ~~regarding the impacts and effects of the changes to the members. if there are that any changes to Personnel Commission Rule 11 that conflict with the will trigger automatic changes to all sections below in Article VII.~~

7.1 DEFINITION – A transfer is defined as a change of job location, but within the same position classification.

~~7.2 INVOLUNTARY TRANSFER: If the district initiates the transfer of an employee, a notification and explanation of pending transfer shall be made in writing five (5) working days prior to the effective date of the transfer unless waived by the employee.~~

7.2 POSITION TRANSFER

A position transfer may be initiated by the District or at the request of the employee. An employee may request a position transfer if the employee has permanent status.

Transfers shall be governed by the following:

A. If the district initiates the transfer of an employee, a notification and explanation of pending transfer shall be made in writing by the District at least five (5) ~~ten (10)~~ working days prior to the effective date of the transfer.

B. When a transfer is initiated by the District, the employee may request a conference or written statement regarding the reasons for the transfer. Upon such request, the District shall provide a written statement of the reasons for the transfer, meet with the employee, and provide the reasons prior to the effective date of the transfer. The employee shall have the right to be represented by the union at this meeting. The reasons for the transfer shall be clearly stated to the employee in ordinary and concise language understandable by the employee.

C. Employees shall not be transferred for punitive or disciplinary reasons except as provided under the disciplinary provisions of the Personnel Commission Rules.

D. Employees may appeal a transfer on grounds that the District did not comply with the procedures set forth in the Personnel Commission rules.

7.3 SUBMISSION OF REQUEST FOR TRANSFER

An employee may request a transfer by submitting a completed Classified Request for Transfer and/or Change in Assignment form. Consideration shall be given to all properly submitted requests for transfer. Transfer requests will be held on file for transfer consideration until the following June 30.

7.4 LATERAL TRANSFER

Lateral transfers shall be approved by the Personnel Commission and reported in the agenda for the subsequent Personnel Commission meeting. Employees may appeal the Personnel Commission's decision to the Personnel Commissioners. Determination of whether classes are sufficiently related to permit transfer between them shall be based on the similarity of duties, minimum qualifications, examination content, salary and other related factors. Lateral transfer candidates shall be certified for a vacant position in addition to all other promotional eligibles for hiring interviews. Certified promotional eligibles must be interviewed along with lateral transfer candidates. The appointing authority, at their discretion, may interview open competitive eligibles certified from appropriate employment or eligibility lists along with the lateral transfer candidate(s).

7.5 NO ADVERSE EFFECT FROM TRANSFER

Transfer shall not change the employee's range and step placement on the salary schedule, salary increment date, accumulated leave and vacation credit or otherwise adversely affect the employee's rights except as provided in the Personnel Commission rules.

7.6 SENIORITY CREDIT UPON TRANSFER

Transfers shall have the following effect on seniority:

A. There shall be no effect upon seniority when both positions are in the same class.

B. When the transfer is to a position in another class, seniority in the new class shall commence with the employee's first day of paid service in the new class. The employee shall retain seniority in the former class as well as total seniority with the District.

7.7 DEMOTIONS

7.7.1 VOLUNTARY DEMOTIONS

A permanent employee may request a voluntary demotion to a vacant position in a class with a lower salary rate, provided that the employee has previous permanent status in that class or the Personnel Commission has determined that the classes are sufficiently related to permit a demotion based on similarity of duties, minimum qualifications, examination content and other related factors and the request for demotion is to a related class in the same occupational group. All demotion requests shall require the approval of the Personnel Commission. Demotion candidates shall be certified for a vacant position in addition to all other eligibles for interview.

A. A permanent employee may take a voluntary demotion to remain in a current position rather than being reassigned.

B. A permanent employee may accept a temporary demotion on a voluntary basis to fill a limited- term position or a summer assignment.

C. A voluntary demotion is available to a probationary employee, who does not hold permanent status in the District, only in lieu of layoff and according to the Personnel Commission Rules.

D. Salary placement for employees who demote to a class with a lower maximum salary rate shall be in accord with these Rules.

7.7.2 INVOLUNTARY DEMOTION

Involuntary demotion is a disciplinary action for cause and is subject to the disciplinary procedure in the Personnel Commission rules.

A. Salary placement upon involuntary demotion shall be in accordance with the Personnel Commission rules.

7.8 RESTORATION/REINSTATEMENT

7.8.1 RESTORATION OF CURRENT EMPLOYEE TO FORMER CLASS

An employee who has taken a voluntary demotion may be restored to a vacant position in the former class within thirty-nine (39) months after demotion.

7.8.2 REINSTATEMENT OF FORMER EMPLOYEE

A former permanent employee who resigned in good standing shall have the right to be reinstated to a vacant position in a former class and status within thirty-nine (39) months of the last date of paid service. In addition, the former employee may be reinstated to a vacant position in a lower related class if approved by the employee and the Personnel Commission. The determination of whether the class is sufficiently related to permit reinstatement shall be based on the similarity of duties, minimum qualifications, examination content and other related factors.

7.8.3 EFFECTS OF RESTORATION/REINSTATEMENT

The restoration of a current employee or the reinstatement of a former employee shall have the following effects:

A. A former employee reinstated to a position in a former class shall be placed at the same salary step as when the person left the District, and on the current salary range for the classification. If reinstated in a lower related class, the employee is placed at the rate closest that of the step to which they would be assigned if reinstated to their former class.

B. A current employee being restored to a former higher class would be placed on the salary range of the higher class and then to the step required in the Personnel Commission rules as if the employee was receiving a promotion.

C. A reinstated former employee receives restoration of accumulated sick leave and seniority as of the date of separation.

D. A reinstated former employee receives restoration of the former anniversary date, deducting the time away from the District and without step advancement credit for the break in service.

E. A reinstated former employee receives restoration of any longevity granted prior to resigning, without longevity or step advancement credit for the break in service.

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Article VIII

Salary/Work Periods/Overtime

8.1 A four percent (4%) increase for 2022-2023 effective July 1, 2022. An eight percent (8%) increase for 2023-2024 effective July 1, 2023. ~~**A two percent (2%) increase for 2024-2025 effective July 1, 2024.**~~

8.2 Supervisory recognition stipends will be granted to all eligible unit members according to the following schedules. Supervisory stipends will be based on unit member's number of years of service and their current hours per week.

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

After Years of Service	35-40 hours per week
10	~~$450~~ **$500.00**
15	~~$910~~ **$1,000.00**
20	~~$1,320~~ **$1,500.00**
25	~~$1,725~~ **$2,000.00**
30	~~$2,140~~ **$2,500.00**

Any decrease/removal of the Performance Incentive as a result of a marginal/unsatisfactory rating in Performance Factors (1-8) shall occur July 1, following the most recent annual evaluation. **2024-2025 increases to the "Performance Incentive" shall take effect on July 1, 2024.**

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8.9 WORKDAY AND WORK WEEK

8.9.1 The maximum number of hours of regular employment of an employee is eight hours a day and 40 hours a week. However, the Governing Board may employ persons for lesser periods of time and may, through authorized administrators, order and authorize unit members to work in excess of eight hours in one day or 40 hours in one week. The district may direct a 4/40 workweek. ~~**Unit members assigned to District committees shall be paid their regular salary for the time that they participate in committee work.**~~

8.9.2 All unit members working more than four and one-half consecutive hours per day shall be entitled to an unpaid, uninterrupted one-half hour lunch period of at least one-half hour.

8.9.3 All unit members working more than four consecutive hours per day shall be entitled to a paid, uninterrupted fifteen-minute rest period per each consecutive four-hour work period per day.

8.10 OVERTIME DEFINED

8.10.1 Overtime is ordered and authorized working time in excess of eight hours in one day or 40 hours in one week (unless on a 4/40 work week). No one shall order or authorize overtime unless it is compensable as provided below. Overtime of less than eight minutes shall not be credited; all overtime shall be reported and credited in multiples of fifteen minutes of working time.

8.10.2 Under no circumstances will unit members work overtime unless they have received prior verbal and/or written approval from the proper administrator. It must be clearly understood by all unit members that any claim for overtime will be rejected unless prior notice has been given and proper authorization has been received by the employee from the proper administrator.

8.11 COMPENSATION FOR OVERTIME

8.11.1 **The District shall abide by all State, Federal, wage laws and regulations.** ~~**The District shall comply with California Labor Code 510 going back to January 1, 2000.**~~ A regular unit member who works authorized overtime shall be paid at a rate equal to one and one-half times the amount of overtime worked. At the discretion of the district, **t**he **unit member** shall be paid at one and one-half times ~~**his**~~ **their** regular rate of pay for the overtime worked or receive compensatory time off at a rate equal to one and one-half times the amount of overtime worked. ~~**A regular unit member who works authorized overtime after 12 hours in a day or after 8 hours on the seventh day of a workweek shall be paid at a rate equal to two times their regular rate of pay.**~~

8.11.2 All properly authorized overtime shall be submitted on the proper "Overtime" timesheet and signed by the authorized administrator.

1/28/25

Article IX

Health and Welfare Insurance Benefits

9.1 Health, vision, dental, and life insurance coverage is available through the district. The maximum district contribution on behalf of ~~an~~ unit members whose assignment is thirty-five (35) hours or more per week on a regular continuous basis shall be $12,900.00 per calendar year, effective July 1, 2022. **The district agrees to research alternative health benefit trusts and pools to explore the reduction of costs of health insurance benefits.** ~~The district agrees to utilize the cost savings from unit members that did not enroll in health benefits during the 2024-2025 benefit year. During the 2024-2025 benefit year, the district shall contribute up to $7,405.56 for each unit member that is enrolled in health benefits to cover the employee contribution.~~ The employee may enroll for coverage during his/her first month of employment or during the first month he/she qualifies for coverage.

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Article XV

Safety

15.1 In order to provide for employee safety, the district and employees shall make a reasonable effort to follow the Civil Code, Education Code, California Occupational Safety and Health Act, and Board of Education Policies 4119.11, "Prohibition Against Sexual Harassment by Employees" and 1311, "Civility Policy" in an attempt to ensure a place of employment, which is as safe as the nature of the employment duties reasonably permits. The district~~'s and union agree to the formation of a school~~ safety committee ~~which~~ will meet **at least quarterly** ~~monthly~~ to address concerns and identify ~~training~~ needs.

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15.3.6 In order to provide a safe working environment and to comply with applicable safety regulations, the district may upgrade, replace or implement safety devices**, facility safety measures, appropriate signage,** and equipment as needed. The use of new and developing technologies shall be used to support student achievement, increase workplace efficiencies, and improve safety.

15.3.7 The district and the union agree to **meet annually to review, identify, evaluate, and determine corrective measures to prevent workplace violence within** ~~discuss the implementation of~~ **the Workplace Violence Prevention Plan.** ~~establish a committee to work on the workplace violence prevention plan, training, and to expanding the safety rules and regulations for all HLPUSD worksites.~~ **The Workplace Violence Prevention Plan, complaint procedures, and documents shall be readily accessible,** ~~physically and~~ **digitally, to all unit members. Physical copies will be provided to unit members by their supervisor upon request.** ~~The Workplace Violence Prevention Plan training shall be effective and conducted in person.~~ **The District will follow the requirements specified in California Labor Code to ensure that** ~~shall make available~~ **employees and their representatives have access to workplace violence hazard identification, evaluation, correction and training records, violent incident logs, and workplace incident investigation records.** ~~to employees and employee representatives.~~

15.4 ~~**The District shall notify unit members of a data breach in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement and any measures necessary to determine the scope of the breach. A data breach is a security incident that compromises the confidentiality, integrity, or availability of personal information. The District shall offer credit monitoring if certain conditions are met.**~~ **The District shall provide notification to** ~~**impacted**~~ **employees whose** ~~**may have been affected**~~ **personal data is compromised during a cyber incident** ~~**in the event of compromised data, including the breach of employee personal information,**~~ **as soon as reasonably practicable.** ~~**and**~~ **The District shall also provide identity theft services offered by the vendor and/or the District's insurance carrier to potentially impacted employees as determined by the district.**