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HLPUSD Counter Proposal_2
ARTICLE II
TERM
1/29/26

- 2.1 This agreement is effective July 1, ~~2019-2022~~ **2025**, unless specified elsewhere in this contract, and shall remain in full force and effect up to and including June 30, ~~2022-2025~~ **2028, 2027** and thereafter shall continue in effect year-by-year unless one of the parties notifies the other in writing no later than April 1, of the final year of the agreement of its request to modify, amend, or terminate the agreement. The union will submit in writing its initial proposal for negotiations with the district no later than May 1. During the ~~2023-2024~~ and 2025-2025 **2026-2027 and 2027-2028** years there will be a general reopener on two articles each for the union and the district, Salary/Work Periods/Overtime and Health and Welfare Insurance will be renegotiated in each of those years.

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ARTICLE IV
Management Rights
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4.3 The district retains its right to suspend the provisions of this agreement in cases of emergency for the duration of the emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board. When an emergency is called, the district will notify the union of the reasons for the emergency, the expected duration of the emergency, and the specific articles of the agreement that are suspended by the emergency. **An emergency is a natural or human catastrophe such as fire, earthquake, flood, large-scale student disturbance, and pandemics. Nothing in this article shall lessen any enumerated ~~certificated~~ classified personnel rights provided in the Education Code.**

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ARTICLE V
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5.7 The district shall provide the union with ~~up to thirty 30~~ **reasonable periods of release time without loss of compensation** ~~days of release time~~ each school year for use by the Chief Steward and/or designee(s) for union business, including but not limited to negotiations, union representation, or to process grievances. ~~A reasonable number of representatives of an exclusive representative shall have the right to receive reasonable periods of released time without loss of compensation when meeting and negotiating and for the processing of grievances.~~ The above is subject to the written approval of the superintendent or his designee three (3) days prior to such release time. Additional release time may be authorized by the district or purchased by the union as appropriate.

5.12 Upon reasonable request, the district shall provide the union with a listing of all current bargaining union members, which shall include ~~full name, department, work, home, and personal cell phone numbers, personal email addresses on file with the employer, job classification, work location, and mailing address~~ **all information required by law.**

5.13 Within a reasonable period of time after execution of this agreement, the incorporation of the agreed upon changes to this agreement shall be reviewed by the parties. The district shall post the negotiated agreement on the district's website, <http://www.hlp schools.org>. A hard copy of the negotiated agreement **shall be provided to every member of the negotiations team and will be made** available at each district site for unit member access. Any employee who becomes a member of the bargaining unit after the execution of this agreement shall be provided with a copy of this agreement without charge at the time of their employment.

5.14 ~~Provide a copy of this agreement to each member of the Negotiations team.~~

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ARTICLE ~~V~~ VI – Grievance

6.1 SEIU and the District are committed to collaboratively working together to resolve disputes at the lowest level whenever possible. The number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits shall consist of work days. Upon mutual agreement between the Board, or its designee, and the union, these time limits may be extended. **There shall be no discrimination, coercion, restraint, retaliation, or reprisal against any employee or employees who may submit or are involved in a grievance.**

6.2 Definitions:

Grievance -- A claim by a ~~member~~ grievant of the bargaining unit that there has been a violation, misinterpretation, or misapplication of an express provision of this agreement, **and this complaint has not been resolved satisfactorily.**

Grievant -- A grievant is a district employee in the bargaining unit covered by this agreement who is adversely affected.

6.3 Grievance Resolution -- Grievances will be processed in accordance with the following steps:

6.3.1 Informal – Prior to filing a Step 1 grievance, ~~the~~ grievant shall attempt to resolve the grievance by meeting and discussing the matter with ~~her/his~~ **their** administrator (or designee). Any resolution at the informal level shall be in writing.

Any grievant who knew or reasonably should have known of the circumstances, which formed the basis for the grievance shall present the grievance in writing to the administrator within ~~ten (10)~~ **twenty (20) business days**. Failure to do so will render the grievance null and void. The written information shall include:

6.3.1.1 Description of the specific grounds of the grievance, including the name, dates, and places necessary for complete understanding of the grievance.

6.3.1.2 A listing of the provisions of this agreement, which are alleged to have been violated, misapplied, or misinterpreted.

6.3.1.3 A listing of the specific action requested of the district, which will remedy the grievance.

6.3.2 Step 1

If the grievant is not satisfied with the disposition at the informal level, the grievant shall send a written copy of the grievance to their administrator within ~~ten (10)~~ **twenty (20) business days**. The Administrator shall meet with the grievant within ~~ten (10)~~ **five (5) business days**. The disposition of the grievance shall be in writing within **five (5) business days** after the meeting, with a copy furnished to the grievant.

6.3.3 Step 2.

If the grievant is still not satisfied, after the decision is rendered at Step 1, the grievant may submit the grievance to the Assistant Superintendent of Human Resources **within ten (10) business days**. **The disposition of the grievance shall be in writing within five (5) business days after the meeting, with a copy furnished to the grievant.**

6.3.4 Step 3

If a grievant is still not satisfied after the decision is rendered at Step 2, the grievant may submit the grievance to the Superintendent **within ten (10) business days**. **The disposition of the grievance shall be in writing within five (5) business days after the meeting, with a copy furnished to the grievant.**

6.3.5 Step 4

If the grievant is still not satisfied after the decision is rendered at Step 3, the grievant may submit the grievance to the Board of Education **within ten (10) business days**. The Board of Education will make a final determination **within ~~thirty (30)~~ business sixty (60) days**.

Article VIII
Salary/Work Periods/Overtime

- 8.1 ~~A six percent (6%) increase for 2019-2020 effective July 1, 2019. Three percent (3%) increase on schedule effective July 1, 2020 for the 2020-2021 school year. Three percent (3%) increase on schedule effective July 1, 2021 for the 2021-2022 school year.~~

~~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 and a half percent (2.5%) increase on the salary schedule for the 2025-2026 school year to be effective July 1, 2025. This increase will be applied to all hours paid including, but not limited to, regular hours, additional hours, and overtime hours.

8.3 Performance Incentive

- 8.3.1 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 Performance Incentive		
10	\$500.00	\$1,000.00	\$600.00
15	\$1,000.00	\$1,500.00	\$1,100.00
20	\$1,500.00	\$2,000.00	\$1,600.00
25	\$2,000.00	\$2,500.00	\$2,100.00
30	\$2,500.00	\$3,000.00	\$2,600.00

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. **2025-2026 increases to the "Performance Incentive" shall take effect on July 1, 2025**

- 8.9.1 The maximum number of hours of regular employment of an employee is eight hours a day and 40 hours per week. However, the Governing Board may employ persons for lesser periods of time and may, through authorize 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.**

8.9.4 Unit members assigned to District Committees shall be released, paid their regular salary, or paid overtime, for any hours that they participate in committee work.

8.13

8.13.1 Stipend for Educational Certificates held:

- ~~Associate's Degree~~ ~~\$300.00 annually~~
TO RETAIN AND RECRUIT highly qualified employees
- Bachelor's Degree and/or CBO Certificate
- ~~\$150.00~~ ~~\$300.00~~ ~~\$500.00~~ annually

~~8.14~~ ~~A one-time stipend of five hundred dollars (\$500) per employee will be given to those who were employed between January 4th, 2022 through February 15th, 2022. Effective July 1, 2014, a Bilingual stipend of \$300.00 per year shall be provided to unit members, who are certified Bilingual (Spanish or Mandarin only) by the Personnel Commission and provide second language services in the performance of their duties and responsibilities as HLPUSD employees.~~

~~Effective July 1, 2015, a Bilingual/Bi-literate (Spanish or Mandarin only) stipend of \$650.00 per year shall replace the "Bilingual Stipend." The Bilingual/Bi-literate stipend shall be provided to unit members, who are certified Bilingual/Bi-literate by the Personnel Commission, or who met the qualification of the "Bilingual Stipend" prior to June 30, 2015. At the discretion of the district, unit members receiving the Bilingual/Bi-literate stipend, shall provide second language services within the district.~~

~~Effective March 1, 2016, a bilingual stipend of \$300.00 per year shall be provided to unit members who are certified Bilingual (oral Spanish or Mandarin only) by the Personnel Commission and provide second language services in the performance of their duties and responsibilities as HLPUSD employees. A Bi-literate stipend of \$350.00 per year shall be provided to unit members, who are certified Bi-literate (written Spanish or Mandarin only) by the Personnel Commission and provide second language services in the performance of their duties and responsibilities as HLPUSD employees. Total compensation for unit members shall not exceed \$650 per unit member for both Bilingual and Bi-literate (oral and written) certifications.~~

8.14 Bilingual / Bi-literate Stipend

8.14.1 Effective July 1, 2025, a bilingual stipend of three hundred dollars (\$300.00) per year shall be provided to unit members who are certified bilingual (oral Spanish or Mandarin only) by the Personnel Commission and who provide second-language services in the performance of their duties and responsibilities as ~~HLPUSD~~ **a District** employees.

8.14.2 Effective July 1, 2025, a bi-literate stipend of three hundred and fifty dollars (\$350.00) per year shall be provided to unit members who are certified bi-literate (written Spanish or Mandarin only) by the Personnel Commission and who provide second-language services in the performance of their duties and responsibilities as ~~HLPUSD~~ **a District** employees.

8.14.3 Effective July 1, 2025, Unit members who are certified as both bilingual and bi-literate (oral and written) may receive both stipends; however, total compensation shall not exceed six hundred and fifty dollars (\$650.00) per year per unit member.

8.14.4 Only the following classifications are eligible for the Bilingual/Bi-literate (Spanish or Mandarin only) stipend:

- Adult School Office Manager
- Cafeteria Manager I
- Cafeteria Manager II
- Cafeteria Manager III
- Computer Field Services Supervisor
- **Facilities Manager**
- Facilities Supervisor
- Nutrition Services Supervisor
- Payroll Supervisor
- Personnel Assistant
- **Plant Supervisor**
- Police Officer
- Police and Safety Communications Specialist
- School Office Manager II
- Secretary II
- Senior Campus Security Officer

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

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Article IX
Health & Welfare

9.1 Health, vision, dental, and life insurance coverage is available through the district. The maximum district contribution on behalf of unit members whose assignment is thirty-five (35) hours or more per week on a regular continuous basis shall be \$12,900 per calendar year, effective July 1, 2022. The district agrees to research alternative health benefits trusts and pools to explore the reduction of costs of health insurance benefits. The employee may enroll for coverage during his/her first month of employment or during the first month he/she qualifies for coverage.

~~9.1.1 Effective July 1, 2024, the District annual contribution for a full-time equivalent employee count shall be set at \$12,900 annually. The District will deposit \$12,900 per full time employee into an SEIU Health Benefits Reserve Account for the purpose of providing health, dental, vision and life insurance. SEIU will determine how the money will be allocated to provide health insurance for unit members. If an individual employee selects a higher cost insurance plan, the additional cost will be borne by the employee through payroll deduction after the Health Benefits Reserve Account has applied an adjustment based on funds remaining in the pool. The Health Benefits Reserve Account will be the money left over after each participating member has been allocated the basic coverage. Health Benefits Reserve Account can be used to reduce the cost of the medical, dental, vision and life insurance.~~

~~9.1.2 If the monthly premium of the health, dental, vision and life insurance benefit plans selected by the employee exceeds the monthly allocated contribution, the Payroll Department shall deduct the balance through payroll deduction. The monthly contribution rates shall be established annually. Members will be provided with premium costs ten (10) days after the premiums have been confirmed by the insurance carrier for the upcoming open enrollment period. The employee out of pocket cost is the difference between the total cost of all premiums for the plans selected by the employee less the total for the Basic Health and Welfare and less the established SEIU Additional Contribution Rate funded from the reserve pool for each coverage plan offered. Total cost of all premiums selected — (Health, Dental, Vision, and Life Insurance Coverage + SEIU Additional Contribution Rate) = Employee Out of Pocket Cost~~

~~9.1.3 SEIU will provide fiscal oversight of the SEIU Health Benefits Reserve Account. Local 99 Service Employees International Union will determine from the dollar amount allocated for the SEIU Health Benefits Reserve Account, an SEIU additional Contribution Rate to be applied to coverage plans~~

~~9.1.4 For fiscal years 2024-2025, 2025-2026 and every fiscal year moving forward, bargaining unit members who do not enroll in the district provided insurance coverage for the entire benefit year, shall receive a \$1,500 one-time payment for each fiscal year. The \$1,500 one-time payment shall be paid out at the end of the benefit year. The remaining balance after~~

~~all bargaining unit member contributions are zero and the \$1,500 one-time payment for unit members that opt out, the District will allocate it to the general fund.~~

9.2 The district will provide, for eligible members ~~and retirees~~, a \$70,000 Life Insurance Policy, ~~in addition to the maximum district contribution as specified in 9.1.~~

9.5.2 Unit members hired prior to January 1, 2003, who have had benefits for five years prior to retirement at age fifty-five (55) or later, and who have served in the district for at least ten (10) years, shall have medical benefits paid by the district at the same level as current benefit-eligible unit members are receiving for a period of up to five (5) years or to age sixty-five (65), whichever comes first. Unit members hired on or after January 1, 2003, will be required to have served in the district for at least fifteen (15) years to have this benefit.

9.5.5 ~~9.6~~ Retirees may purchase vision and/or dental insurance at the district rate during the time they are participating in these options, if they have those benefits at the time of retirement.

9.6 ~~9.7~~ Health benefits for survivors of a bargaining unit member who had been with the district for a minimum of five years and who had health benefits shall be provided by the district at the rate of one month for each three years of service, limited to a maximum of six (6) months.

~~9.7 During the 2017-2018 Open Enrollment period, benefit eligible unit member shall elect from a two-tiered medical benefit option: "Self Only" (employee only) or "Other than self only" (employee plus 1 or more dependents). Effective, July 1, 2017, only a two-tiered, medical benefit option shall be offered. The District and the Union shall develop a Memorandum of Understanding (MOU) on the Maximum District Health and Welfare Contribution. In the event the "Excise Tax" component of the affordable Care Act is repealed, the parties agree to meet and confer withing sixty (60) days.~~

9.7 The District agrees to set aside the cost savings from bargaining unit members that did not enroll in health benefits in 2026-2027 and negotiate those cost savings during reopener negotiations for 2026-2027 and 2027-2028 to distribute consider distributing the cost saving to bargaining unit employees. If any additional increases to the district contribution to health benefits is negotiated with any other bargaining unit, the increase(s) shall apply equally to SEIU Local 99. If any other another bargaining unit negotiates any changes in benefits that impact the SEIU Local 99 this bargaining unit, the District agrees to negotiate and reach an agreement with SEIU Local 99 before implementing any changes to health benefits. The District agrees to explore and consider ways to reduce the cost to employee's health benefits during reopener negotiations for 2026-27 and 2027-28.

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ARTICLE X PROFESSIONAL GROWTH

10.1 ELIGIBILITY

All permanent SEIU unit members shall be eligible to participate in the program after completion of ~~two (2) continuous years~~ **one (1) full year** of service in a supervisory position. ~~The District will recognize a current District employees previously approved and current enrollment in professional growth coursework until the current course is completed. Current employees who are promoted into a supervisory position shall be eligible to participate upon successful completion of their six (6) month probationary period.~~

10.1.1 The District will recognize a current District employees previously approved and current enrollment in professional growth coursework until the current course is completed.

10.1.2 Current HLPUSD District employees who are promoted into a supervisory position shall be eligible to participate in the program upon successful completion of their six (6) month probationary period.

10.4 AWARDING OF SALARY STIPEND

10.4.1 One (1) professional growth stipend of \$100 ~~\$500~~ \$300 annually will be awarded after the unit member has accrued ten (10) approved and verified points. Any points earned beyond the necessary ten (10) points in one fiscal year may be carried into the next increment period.

10.4.3 ~~Up to three (3) points will be grandfathered in for college courses/workshops/seminars/conference or four (4) points for one four (4) unit college course taken between Jul 1, 2008 and June 30, 2009, provided that the college courses/workshop/seminars/conferences meet both the pre-approval and post-demonstration requirements established above.~~

10.4.4 A unit member may earn up to a total of five (5) professional growth stipends; however, no more than two (2) stipends may be earned during any one (1) full year of service.

ARTICLE XII
PERFORMANCE EVALUATIONS

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12.1 WHEN EVALUATIONS ARE TO BE MADE Timeline

12.2 WHO MAKES EVALUATIONS Evaluator

12.3 PROCEDURE TO BE FOLLOWED Procedures

12.3.1 Performance evaluations ~~reports~~ shall be made on adopted forms and shall be prepared by the unit member's ~~administrator and/or immediate supervisor~~. Any conduct not directly observed by the evaluator will be investigated first by the evaluator before being placed in the evaluation. Information of a derogatory nature shall not be used on the unit member's evaluation unless previously furnished to the unit member in writing, including transmission via email.

12.3.2 The immediate supervisor shall present the performance evaluation ~~report to and shall discuss it with the unit member. and shall discuss him/her.~~ The evaluation form shall be signed by the unit member to indicate receipt, and ~~he/she~~ shall be given a signed copy. **Should the unit member wish to provide a written rebuttal to the evaluation, the unit member will have ten (10) working days from the date of the meeting to provide a written copy to Human Resources to be attached to the evaluation. If the unit member is unavailable to receive and discuss the annual evaluation, time tables the timeframe will be considered met when a copy of the evaluation is mailed to the unit member's mailing address on record by April 30. Within 10 days of the unit member's return to duty, the employee may schedule a meeting to discuss the evaluation. If no a meeting is not requested within 10 days of the unit member's return to work, the evaluation shall be considered accepted without rebuttal.**

12.3.3 ~~If the unit member is unavailable to receive and discuss the annual evaluation, time tables will be considered met when a copy of the evaluation is mailed to the unit member's mailing address by April 30. Upon the unit member's return to duty, the immediate supervisor shall schedule a meeting to discuss the evaluation with the unit member.~~ **If the unit member is unavailable to receive and discuss the annual evaluation by April 30th, the timeline is considered met when a copy of the evaluation is mailed to the unit member's mailing address on record by April 30. and the evaluation will be mailed to the address on record. Within ten (10) days of the unit member's return to duty, the unit member may schedule request a meeting to discuss the evaluation. If a meeting is not requested within ten (10) days of the unit member's return to work, the evaluation shall be considered accepted without rebuttal.**

12.3.4 ~~A copy of the P~~performance evaluation ~~reports~~ shall be filed in the unit member's personnel ~~records~~ file and shall be available for administrative review in connection with promotional examination and disciplinary actions.

~~12.3.5 If a permanent employee should receive an evaluation with any rating which is unsatisfactory, he/she shall be given a written improvement plan along with the evaluation which shall be effective immediately if the unit member is available. The improvement plan, in conjunction with a conference with the unit member, will provide guidance to the unit member in order to assist him/her in correcting any deficiencies and improving performance.~~

If a permanent unit member receives an unsatisfactory evaluation, in any performance factor, a written improvement plan shall be provided ~~concurrently~~ either during the meeting or within ~~10~~ five (5) working days and shall be effective immediately if the unit member is available. The plan, along with a conference, shall provide guidance to address correct deficiencies and improve performance.

~~Within thirty (30) to sixty (60) working days of the effective date of performance improvement plan, the unit member shall be issued a new performance evaluation. Said evaluation shall be attached to the original evaluation and shall fall under the provisions of 11.3.4.~~

Within ~~thirty (30) to sixty (60)~~ working days of the improvement plan's effective date, the unit member shall receive a follow-up evaluation referred to as a Special Evaluation. This evaluation shall be attached to the original and governed by Section 12.3.4.

12.4 SPECIAL EVALUATIONS

~~12.4.1 A supervisor may issue to a unit member a special evaluation known as a Notice of Outstanding Service or a Notice of Unsatisfactory service at any time. Such notices Special evaluations shall be made on prescribed the designated performance evaluation form and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the employee member. The administrator supervisor shall present and discuss the special evaluation to with the unit member and discuss it with him/her. A copy of such notice shall be placed in the unit member's personnel file.~~

~~12.4.2 A supervisor may issue a unit member a special evaluation known as a Notice of Unsatisfactory service at any time. Special evaluations shall be made on the designated performance evaluation form and shall set forth specific reasons for unsatisfactory service. The supervisor shall present and discuss the special evaluation and copy of such notice shall be placed in the unit member's personnel file. Employees may also grieve under Article VI (Grievance Procedure) a formal Notice of Unsatisfactory Service which does not recommend disciplinary action (suspension, demotion, or dismissal). A Notice of Unsatisfactory Service or which does recommend disciplinary action may be appealed to the Personnel Commission in accordance with the provisions of Personnel Commission Rule 13.1.12. Such notice shall not be disciplinary in nature and rather shall provide guidance to address deficiencies and improve performance.~~

1.1 A **supervisor reviewer** may issue to a unit member a Notice of Outstanding Service ~~or a Notice of Unsatisfactory Service~~ at any time. ~~Such notices shall be made on prescribed form and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the employee member.~~ A **special evaluation shall be made on the designated ~~performance evaluation~~ form and shall set forth specific reasons for recognition of outstanding ~~or unsatisfactory~~ service by the member.** The ~~administrator~~ **supervisor reviewer** shall present **and discuss** the special evaluation ~~to with the unit member and discuss it with him/her~~. A copy of such notice shall be placed in the unit member's personnel file. **A copy of the designated form can be found in the Appendix of this contract.**



NOTICE OF OUTSTANDING WORK PERFORMANCE

Employee Name: _____ Employee ID Number : _____

Class Title: _____ Worksite: _____

The employee named above is commended for outstanding work performance for the period beginning ____/____/____ and ending ____/____/____. ~~Below are specific examples or explanatory comments of the outstanding work performance of the employee and how they have improved or benefited the service provided by the work unit. To follow are specific examples or explanatory comments of the outstanding work performed:~~ **Below are specific examples or explanatory comments of the outstanding work performed by the employee.**

EMPLOYEE
SIGNATURE _____ Classification _____ DATE _____

REVIEWER SUPERVISOR
SIGNATURE _____ Classification _____ DATE _____

This form is optional and will be created and used in the approved District Evaluation Tool (currently Informed K12)

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Article XIV
Leaves

14.1 LEAVES

While on a paid or unpaid leave of absence, classified bargaining unit members shall not perform other gainful employment **during their regular working hours**. (except ordered military service).

14.5 INDUSTRIAL ACCIDENT AND INDUSTRIAL ILLNESS LEAVE

14.5.3 Paid industrial accident leave shall be granted as indicated in the employee assignment from the first day of absence to and including the last day of absence to and including the last day of absence resulting from each separate industrial illness or industrial accident. A paid industrial accident leave shall be for not more than ~~70~~ **60** 70 working days.

14.6 BEREAVEMENT LEAVE

14.6.1 Probationary, permanent, and provisional employees in the classified service shall be allowed regular pay for not more than five working days when absent because of the death of any member of ~~his~~ **their** immediate family.

Members of immediate family means:

Parent (Stepparent)	Parent-in-law
Spouse	Son (Stepson)
Daughter (Stepdaughter)	Brother-in-law
Sister-in-law	Grandchild of employee (or spouse)
Sibling (Stepsibling)	Grandparent of employee (or spouse)
Son-in-law of employee	Daughter-in-law of employee
Legal Guardian of employee	Foster children
Registered Domestic Partner	

14.6.2 ~~The Superintendent or his designee shall have the discretion to grant bereavement leave to an employee for persons other Personnel Commission HLPUSD than immediate family when unusual circumstances exist~~ The superintendent, or his designee, shall have the discretion to grant bereavement leave to an employee for persons other than those of ~~his/her~~ their immediate family when unusual circumstances exist.

14.11 FAMILY SCHOOL PARTNERSHIP LEAVE

A unit member who is a parent of one or more children attending kindergarten or grades 1 ~~to~~ through 12 shall have the right to take off up to 40 hours each year without loss of pay, for the purpose of finding, enrolling, or reenroll their child in a school or to participate in activities of the school if the unit member, prior to taking the time off, gives reasonable notice to the employer of the planned absence.

14.11.1 Length of Leave

A regular classified employee shall be permitted, with District approval, to take up to forty (40) hours off each fiscal year; not to exceed eight (8) hours in a calendar month, to participate in ~~his~~ their child's school activities.

- A. The employee must be a parent, guardian, or grandparent with custody of the child.
- B. The child must be enrolled in kindergarten through grade twelve (12) or attending a licensed child day care facility.
- C. Employees shall utilize vacation, personal necessity, compensatory time or time off without pay. Absences shall be taken in units of at least two (2) hours.
- D. An employee shall give reasonable advance notice to his immediate supervisor and complete the appropriate leave form.
- E. The unit member shall also have the right to address a school emergency without loss of pay if they provide notice to the employer.

14.12.4 Compensation

- ~~A. An employee may use accrued and available paid sick leave, vacation, or compensatory time off Family School Partnership Leave. Otherwise, the leave may be unpaid.~~

14.12 REPRODUCTIVE LOSS LEAVE

14.12.1 Definition. A reproductive loss event as defined in Government Code 12945.6.
Reproductive loss events are as follows:

- A. **Failed adoption:** The dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.

- B. Failed surrogacy: The dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.
- C. Miscarriage: May be a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual who would have been a parent as a result of the pregnancy.
- D. Stillbirth: May be a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual that would have been a parent as a result of the pregnancy.
- E. Unsuccessful assisted reproduction: An unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure (i.e., artificial insemination or an embryo transfer, including gamete and embryo donation). Assisted reproduction does not include reproduction through sexual intercourse. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

14.12.2 Requirements. Employees are eligible for reproductive loss leave if they've been working for the employer for at least thirty (30) days prior to the leave's start date and suffer a qualifying event.

14.12.3 Length of Leave. An employee shall be granted up to five (5) days of reproductive loss leave within three (3) months. Employees who experience more than one (1) reproductive loss are limited to twenty (20) days of reproductive loss leave within a twelve (12) month period.

14.12.4 Compensation. An employee may use accrued and available paid sick leave, vacation, or compensatory time off during reproductive loss leave. Otherwise, reproductive loss leave may be unpaid.

14.12.5 Documentation. No documentation to certify reproductive loss leave is required.

14.13 MILITARY LEAVE

An employee who is under called to active military duty in for the United States armed forces, including the Coast Guard, is entitled to a military leave of absence for the period of service, subject to federal and state law.

Please refer to the Personnel Commission Rules (Rule ~~15.14~~ 15.15) regarding Military Leave.

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~~14.13.1 Regular classified employees under official orders, who are called to active duty in the Armed Services of the United States of America, including the Coast Guard, shall be granted military leave of absence for the period of service consistent with federal and state law.~~

~~14.13.2 RESERVE SERVICE~~

~~Regular classified employees who are members of an authorized reserve corps, and who must be temporarily absent due to active duty training or exercises shall be granted a temporary military leave of absence. A temporary military leave shall not exceed six (6) months.~~

~~14.13.3 THIRTY (30) DAYS LEAVE WITH PAY~~

~~Regular classified employees shall be granted full pay and other benefits for the first thirty (30) calendar days of military leave. Employees on military leave shall be granted salary advancement and shall continue to accrue seniority for purposes of layoff.~~

~~Employees on military leave shall continue to accrue vacation and illness privileges as defined in 14.2 and 14.3.2 respectively.~~

~~14.13.4 OFFICIAL ORDERS~~

~~In order for a paid or unpaid military leave of absence to be granted, the employee must submit to Personnel Services official orders to active or reserve duty, stating the date to report.~~

~~14.13.5 RETURN FROM MILITARY LEAVE~~

~~Upon return from military leave, the employee shall be reinstated to his same regular position or an equivalent position in the same class. REFERENCE: California Military and Veterans Code 389, 395, 395.01-395.06, 395.1-395.4~~

14.14 MILITARY SPOUSAL LEAVE

~~Employers with 25 or more employees shall~~ **Regular classified employees shall be provided** up to 10 days of unpaid leave to spouses of military members while the employee's military spouse is on leave from deployment during a period of military conflict.

14.14.1 ~~Under the CFRA, employers shall provide~~ **Regular classified employees shall be provided** up to 12 weeks of unpaid job-protected leave during a 12-month period, due to a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States. The

provided leave period can be utilized for diverse occasions and purposes, from spending time with the military spouse before deployment, managing household affairs, or assisting children during the military spouse's deployment.

C3:19pm

Tagline 8/20/20

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f/m
08/26/20

MEMORANDUM OF UNDERSTANDING

Between the

Hacienda-La Puente School District (District)

And

Service Employees International Union, Local 99

Compensation for Working Juneteenth 2021 and 2022

August 26, 2026

WHEREAS the Hacienda La Puente Unified School District, hereafter referred to as "District", and the Service Employees International Union, and its Local Chapter 99, hereafter referred to as "SEIU", enter into this Memorandum of Understanding (MOU) regarding holiday compensation for the Juneteenth holiday in 2021 and 2022.

The parties agree that SEIU members who were in paid status in any classified HLPUSD job classification, and not already having received received compensation for this same issue in another unit, during any portion of the day immediately preceding or succeeding the Juneteenth holidays of 2021 and 2022 are entitled to compensation as outlined in Article XIII, Holidays, in the Collective Bargaining Agreement between the District and SEIU.

The parties agree that those SEIU members who were in paid status on the dates outlined above shall receive compensatory time, hereto referred to as "comp time", equivalent to ~~the hours they worked (up to eight) time and a half~~ on June 18, 2021 and/or equivalent to ~~time and a half for the hours they worked (up to eight) on June 20, 2022, consistent with how Juneteenth 2021 and 2022 was handled for unit members in the District's other classified bargaining unit.~~ **Retirees who were in paid status on the dates outlined above shall receive payment, equivalent to the hours they worked (up to eight) at time and a half.**

The District will create a Claim Form for active SEIU employees to complete and return to Human Resources by _____. ~~Qualifying retirees will not be required to submit the Claim Form and payment will be mailed to the address on file with HLPUSD. The District shall provide the Co-Chief Stewards of SEIU with the list of employees and retirees who were in paid status on the dates outlined above prior to distributing the claim form.~~ Within 30 business days of the deadline for the return of the Claim Form, the District will make a final determination as to which SEIU employees are eligible, and the amount of comp time each such employee will receive and shall provide this information for the Co-Chief Stewards of SEIU. The Claim Form will be mailed to qualifying retirees to the address on file with the district. Retirees will return the Claim Form to HR. Payment will be mailed to the retirees to the address on file with the district. The District shall provide the Co-Chief Stewards of SEIU with the list of employees and retirees who were in paid status on the dates outlined above prior to distributing the claim form. The District shall provide the Co-Chief Stewards of SEIU

with a list of employees who submit the Claim Form ~~on a weekly basis by the third week~~ leading up to the 30-business day deadline. The District shall provide the Co-Chief Stewards of SEIU with a final list of employees who submit the Claim Form that includes the eligible dates and the number of comp days that current employees will receive or the compensation that the retiree will receive. The District will also notify each SEIU employee who submitted a Claim Form of its determination. The total of all approved comp time hours shall be used within one calendar year.

The elements of this MOU regarding the Juneteenth holidays of 2021 and 2022 are enforceable through the Collective Bargaining Agreement.

The parties agree that this MOU shall not, and cannot, be evidence of any practice or procedure of the District. This specific MOU shall be non-precedential, non-prejudicial, and is inadmissible and irrelevant in any form as to evidence of practice or procedure of the District.

In WITNESS OF, the Hacienda La Puente Unified School District and the Service Employees International Union have executed said MOU on the _____ day of the month of **August 2026**.

Kevin J. Maldonado
~~Acting~~ Assistant Superintendent, HR

Laura Silva
~~Co~~ Chief Steward, SEIU, Local 99

Greg Buckner, Ed.D.
Interim Executive Director, Human Resources

Manny Rangel
~~Labor Representative~~ **Special Projects Director**,
SEIU, Local 99