

**Summary of Tentative Agreement Between
HUSD and SEIU M&O/SAFECO
December 13, 2023**

HUSD and SEIU have reached a tentative agreement on the collective bargaining agreement for the 2022-2025 school years.

Status Quo Articles:

Article 1 - Recognition
Article 2 - Savings Provision
Article 3 - District Rights
Article 4 - Concerted Activities
Article 5 - Support of Agreement
Article 6 - No Discrimination
Article 7 - Dues Deduction
Article 8 - Union Rights
Article 9 - Shop Steward
Article 10 - Grievance Procedure
Article 11 - Notification of Job Opportunities
Article 14 - Transfers
Article 17 - Performance Evaluation
Article 20 - Temporary Reassignment Program for Local 1021 Presented Classifications
Article 22 - Site Based Decision Making (SBDM)
Article 23 - Implementation and Duration of Agreement
Article 24 - Savings Clause
Article 25 - Ratification of Agreement

Specific Articles include:

Article 12 - Hours of Employment
Article 13 - Leaves of Absence
Article 15 - Vacations
Article 16 - Employee Safety
Article 18 - Health and Welfare Benefits
Article 19 - Compensation
Article 21 - Miscellaneous
Article 26 - Class School Summer Assistance Program

Appendix A
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Appendix D

ARTICLE 12 HOURS OF EMPLOYMENT

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

- A. The basic work week for full time Unit members shall be forty (40) hours per week, Monday through Friday, or Tuesday through Saturday, except as may be provided in this Agreement.
- B. Work Year
1. The basic work year for Unit Members shall be ten (10), eleven (11), twelve (12) months or as assigned for all positions as specified in this Article. The District reserves the right to reschedule days that have been designated as staff development days in order to allow for adequate staff development, set-up and clean-up time after consultation with the Union.
 2. The District may establish or modify positions to provide coverage during the summer. These positions may be assigned a different number of hours during the summer than during the regular work year. The number of hours assigned during the summer period may be adjusted to meet different work requirements.
 3. Unit Members assigned to a ten-month work calendar shall be scheduled to work a minimum of one hundred and eighty (180) days. Unit Members assigned to an eleven-month work calendar shall work a minimum of twenty (20) additional days. The District may establish a reduced number of hours for these additional workdays.
 4. The District will meet with SEIU to discuss changes implemented pursuant to this Section.
- C. Every Unit Member working more than six (6) hours per day shall be provided a non-paid duty-free lunch break of thirty (30) to sixty (60) minutes at the election of the District which shall not be a part of the regular hours assigned. Bus drivers on study trips will be provided a non-paid duty-free lunch as assigned by the District whenever possible. Instances where a duty-free lunch cannot be provided, or while on a field trip, the driver is required to stay with the bus during the lunch hour, the driver will be paid for the on-duty lunch hour.
- D. Every full-time and 7-1/2 hour Unit Member shall be provided a fifteen (15) minute duty-free break close to mid-morning and mid-afternoon, or mid-afternoon and mid-evening, depending on their shift, which shall be considered a part of regular hours worked. The break schedule and site of break shall be designated by the District. All four-hour through seven-hour positions shall include one fifteen (15) minute duty-free break.
- E. 1. All probationary or permanent Unit Members as part of the classified service shall be entitled up to sixteen ~~fifteen~~ (15-16) holidays provided they are in paid status

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

a. ~~Employees Working at or Otherwise Tied to Year-Round School Schedule~~ Recognized Holidays:

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

~~b. All Other Employees~~

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

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

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

2. No Unit member in the Unit shall be required to work on the paid holiday, except when the needs of the District dictate otherwise, e.g. school is in session. Except when national practice

dictates direct observance of holidays on their actual dates, holidays may be adjusted to be honored on Mondays and Fridays to assist in efficient operations. Holidays falling on Saturdays shall be honored on the Friday preceding, and holidays falling on Sunday shall be honored on the Monday following.

3. Unit members required to work on a holiday shall be paid for that day plus one and one-half (1-1/2) times their regular rate of pay for those hours worked for not less than two (2) hours.

4. Every ~~other~~ day declared by the President or Governor of this state as a day of public fast, mourning, thanksgiving or holiday shall be a paid holiday for all Unit members in the bargaining unit. Eligible hourly Unit members shall receive holiday pay at the rate of average hours worked per day of the pay period in which the holiday occurs.

F. Any member of the Unit working regularly less than eight (8) hours per day who work thirty (30) or more minutes beyond their regular assignment for twenty (20) consecutive work days shall have their basic assignment changed upward including but not limited to the acquisition of fringe benefits on a properly prorated basis.

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

G. Overtime

1. All hours worked in excess of eight (8) (in paid status) in any day or forty (40) (in paid status) in any week or on the sixth and seventh day of any work week shall be considered overtime. Overtime shall be paid at time and one-half the Unit member's regular rate of pay.

2. If a Unit member works more than 48 hours in 6 days or works the seventh (7th) consecutive day, he/she shall receive double the Unit member's regular rate of pay for all hours worked in excess of 48 or for the 7th consecutive day.

3. In lieu of paid overtime, the District and the Unit member may mutually agree that the Unit member may receive compensatory time off for all work performed as overtime at the rate of time and one-half. A Unit member

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

H. Assignment of Overtime/Extra Work

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

1. District-wide Seniority Classifications

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

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

2. Site Seniority Classifications

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

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

3. Limited Exceptions to Assignment by Seniority

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

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

4. Procedures for Assignment of Overtime/Extra Work

- a. At the start of each school year, voluntary overtime sign-up sheets for each classification will be made available to Unit members at each location. Employees wishing to sign-up for voluntary overtime during the year must place their names and a telephone number

where they can be reached on the sign-up sheets before September 15. On September 15, the sign-up sheets will be closed and A copy provided to the Union President.

- b. The District shall establish a rotating voluntary overtime list for each classification at each covered location. These lists shall be based on the sign-up sheets. Ranking on these lists shall be according to date of hire within the appropriate classification. If an employee is not on the overtime list at the beginning of the year but wants to be included on the list, the employee's name will go to the bottom of the rotating list. Employees may withdraw their names from the voluntary overtime lists at any time during the year, but will be ineligible to return to the list until the following September.
- c. Voluntary overtime shall be offered to the person at the top of the appropriate list(s) first. If that individual accepts the assignment or refuses the assignment, that individual shall be moved to the bottom of the list. If that employee is not available at the telephone number provided to the District, the overtime shall be offered to the next person on the list.
- d. If every employee on the voluntary overtime list has refused the assignment or is unavailable at the telephone number provided to the District, the District may offer the overtime to other qualified employees or may assign the overtime to unit members in inverse order of seniority.
- e. Supervisors shall maintain a log showing the assignment of all overtime. Copies of such logs shall be posted or made available to the Union upon request up to one time per month.
- f. If the District fails to provide the log within ten (10) days after such request, the time between the request and the time that the District provides the log shall not count toward the time limit for filing a grievance (i.e., the time limit shall be tolled). This paragraph shall not apply if the overtime log is posted.

5. School Bus Driver Overtime and Extra Work

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

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

I. Assignment of Summer Work

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

J. Shift Differential - Compensation: All Unit members who's regular working hours fall between midnight and 6:00 a.m. shall receive ten percent (10%) above their regular salary step for those hours actually worked between midnight and 6:00 a.m.

K. Split Shift Differential - Compensation: All Unit members who are required to work a broken shift shall be paid for actual hours worked, plus an extra hour per day as compensation for the broken shift. For this purpose, a "broken shift" is defined as a schedule providing one break of one hour or more or two or more breaks during a normal working day, exclusive of the lunch break.

L. All Unit members whose regular working time requires them to work one-half or more of their time between the hours of 5:00 p.m. and mid-night shall include in their regular working day of eight hours, one-half hour for their evening meal. Members assigned to night work on a continuous basis who are nevertheless ordered to temporary daytime work for periods of twenty (20) days or less, shall suffer no reduction in compensation by reason of the change.

M. Any Unit member requested to return to extra duty after the regular work day shall be compensated at the regular overtime rate of time and one-half and shall be paid for not less than two hours duty time. Duty will commence upon return to the work site.

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

N. Bus drivers' hours of work shall include a thirty (30) minute bus check out at the beginning of the shift and fifteen (15) minute bus clean up at the end of the shift. Bus check out and clean up time will not be granted for an overtime assignment unless the driver is assigned overtime work in a bus other than the one he/she checked out previously that day or he/she receives authorization by the supervisor due to unforeseen circumstances.

O. It is management's prerogative to establish, modify, consolidate or eliminate bus routes.

P. Bus routes when established shall be posted, and the drivers shall select their runs based upon date of hire as a School Bus Driver. The seniority position of persons hired on the same date after July 1, 1990, will be determined by a one-time lottery.

Q. The Director of Maintenance, Facilities, Operations, and Transportation, or designee shall assign all bus routes. The primary factor to be used in assigning routes shall be the driver's selection of routes based on O. above. The Director of Maintenance, Facilities, Operations, and Transportation, or designee may deviate from seniority only when one or more of the following factors are present: Prior safety record of the driver, personality conflicts between the driver and

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

R. Assignment of routes will be final. There will be no exchange between drivers unless it is determined by the District's designee to be in the best interest of the District.

S. The Manager shall consider the District seniority list when there are late additions to routes after the start of school which can be assigned to an existing route in an economically feasible way.

T. The hours assigned to each route may be increased or decreased at any time in order to operate service in the most economical and efficient way possible. All changes will be consistent with paragraph R, above. If any route is increased or decreased by more than one hour, the route shall be re-posted and drivers shall have the opportunity to select the run based on their date of hire as a School Bus Driver.

U. If the District requires a bus driver to renew the School Bus Certificate or First Aid Card during working hours, the driver will be paid.

V. The District has a Floating School Bus Driver position. Guaranteed twenty (20) hours per week position as needed;

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

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

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

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

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

W. Child Nutrition

1. The District shall post a copy of the District wide Child Nutrition seniority list by 10/01 of each year at every Child Nutrition work site.
2. The District shall post at each Child Nutrition work site Temporary Assignment sign up sheets prior to the first day of school each year. One sign up sheet will be for temporary assignment at the Nutrition Services Center and the other for temporary assignments at school sites. All Child Nutrition Unit members wishing to be considered for temporary assignments shall sign the list no later than the fifth day of each school year. New hires

and Unit members on authorized leave shall have the opportunity to sign no later than the fifth day from the day on which they commence or resume service. A copy of the list shall be sent to the Unit President.

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

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

Y. Security Services Classifications

1. Basic Work Week

a. The basic workweek for full-time Security Officers shall be forty (40) hours per week as assigned. Security Officers may be rotated no more than once every four months as determined by the District. In an effort to accommodate individual hardships, the District will review and consult with the Unit member prior to a shift rotation. Except for graveyard shift, work schedules for Security Officers shall be bid on the basis of seniority at the time there is a shift change.

b. The basic workweek for full-time Facility Control Operators shall be forty (40) hours per week. The awarding of full-time facility control operator shifts shall be done on the basis of seniority in the classification. Bidding will be done annually during the first week in June and will be effective July 1. However, management reserves the right to make shift changes in order to provide coverage due to Unit member absenteeism or vacancies.

c. The basic workweek for part-time Unit members shall be as assigned.

2. Eight (8) hour shifts will include a thirty (30) minute paid meal break. Security Officers will remain on-call while on a meal break. Facility Control Operators will remain on duty during a meal break.

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

4. Overtime

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

- a. Time and one-half overtime will include:
 1. Hours worked in excess of eight (8) in a day.
 2. Holidays worked.
 3. Hours in the week in excess of forty (40) up to forty-eight (48).
- b. Double time overtime will include:
 1. Hours in excess of forty-eight (48) during the workweek with the exception of those hours caused by 1.b. above.
 2. All hours worked on the seventh (7th) consecutive workday.
- c. Overtime related to emergency situations requiring immediate attention will be assigned by the District.
- d. Overtime pay will be figured in increments of fifteen (15) minute intervals.

5. Security Services Overtime and Extra Work Assignment Protocol

Campus Safety Officers

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

District Security Officers

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

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

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

- DSOs who have the required qualifications and pass the CSO test shall be assigned in order of seniority on a rotating basis
 - Other bargaining unit employees who meet the minimum CSO qualifications
 - CSO substitutes
 - If everyone declines the overtime/extra work assignment, the mandatory overtime/extra time will be assigned to the least senior member at the site.
- b. Once overtime/extra work has been offered to all the DSOs on the DSO overtime list, unfilled shifts or extra time will be assigned as follows:
- CSOs who have the required qualifications and pass the DSO test in order of seniority on a rotating basis
 - Other bargaining unit employees who meet the minimum DSO qualifications
 - DSO substitutes
 - If everyone declines the overtime/extra work assignment, the mandatory overtime/extra time will be assigned to the least senior member at the site.

7. Summer Work

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

8. Holidays

Full-time Unit members will receive a total of ~~fifteen~~ sixteen (~~15~~ 16) holidays per year or the equivalent in extra pay or time off as determined by the District. Part-time Unit members will receive their prorated share of the ~~fifteen~~ sixteen (~~15~~ 16) regular holidays: ~~provided they are in paid status any portion of the working day immediately preceding or succeeding the holiday. Regular Unit Members who are not normally assigned to duty during the school holidays of December 24, 25, 31 and January 1 shall be paid for those four holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.~~

a. **Recognized Holidays Schedule:**

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

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

~~2. All Other Employees~~

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

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

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

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

ARTICLE 13 LEAVES OF ABSENCE

A. Sick Leave Definition

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

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

C. Allocation of Sick Leave

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

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

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

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

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

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

F. A Unit Member who will be absent for partial or full days shall report their absence to the District's automated employee substitute management system [for all forms of leave](#). Except in an

emergency, including emergencies of illness and personal necessity, the unit member shall report the absence at the earliest opportunity, and in no event later than ~~forty five (45) minutes~~ **two (2) hours** prior to the beginning of the member's work shift. In case of emergency, if it is not possible for the Unit Member to report to the automated employee substitute management system, the Unit Member shall notify their immediate supervisor.

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

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

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

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

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

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

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

~~1. A Unit Member, not employed in a Security Services classification, who is ill in excess of their accumulated leave shall receive the difference in their pay and that sum actually paid for a substitute Unit Member for a period not to exceed one hundred (100) working days in each fiscal year. Extended sick leave benefits shall be used only after all~~

~~regular sick leave, accumulated compensating time, vacation or other available paid leave has been exhausted.~~

~~2. Extended sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensating time to which the Unit Member may be entitled.~~

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

1. A Unit Member ~~employed in a Security Services classification~~, **excluding those who work in classifications listed in Appendix A under heading Trades**, is ill in excess of their accumulated leave shall receive fifty percent (50%) of their regular salary for a period not to exceed one hundred (100) working days in a fiscal year. Extended sick leave benefits shall be used only after all regular sick leave, accumulated compensatory time, vacation or other available paid leave has been exhausted.

2. The partial sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the Unit Member may be entitled.

3. **Members who are receiving 50% differential shall receive information and resources regarding supplemental payment insurance.**

4. **Prior to the employee receiving 50% 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.**

J. Sick Leave Incentive

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

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

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

K. Leave for Serious Illness or Injury in the Family

1. A Unit Member may be granted up to three (3) days each year with full pay when serious illness or injury happens to a member of their immediate family. Members of the immediate family means mother, father, mother-in-law, father-in-

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

2. A physician or medical advisor must provide a statement of need for the presence of the Unit Member, stating the nature of the critical illness or injury before such leave is granted. ("Critical illness" means serious illness or injury.)

3. Additional accommodations may be made at the discretion of the Superintendent or designee.

L. Catastrophic Leave

1. "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the Unit Member for an extended period of time, or that incapacitates a member of the Unit Member's family requiring the Unit Member to take time off from work for an extended period to care for that family member, and taking extended time off work creates a financial hardship for the Unit Member because they have exhausted all of their sick leave and other paid time off.

2. a. A four member committee consisting of three Unit Members selected by the Union, and the Assistant Superintendent of Human Resources, shall have the responsibility of receiving requests, approving or denying requests and communicating its decision to the Unit member and the Union. The committee shall not grant more leave to an individual or groups of individuals than is contained in the Catastrophic Leave Bank. Grants shall not exceed twenty (20) days per application. The Unit Member may apply for additional grants as needed.

b. The committee shall make its decision based on the relative need and shall make reasonable efforts to preserve an adequate leave balance to cover future emergencies.

c. The Assistant Superintendent of Human Resources shall approve grants as submitted by the approval committee. Such grants shall be forwarded to the Business Services Division as authorization for payment.

d. Decisions made by the committee and approvals made by the Assistant Superintendent of Human Resources shall not be subject to the grievance procedure.

3. Unit Members may contribute sick leave to the Catastrophic Leave Bank during the health and welfare benefit "open enrollment" period. Any new hire shall have thirty (30) days from date of employment to enroll. The committee may announce a call for further sick leave contributions during the course of the school year, provided that the committee shall not issue more than two additional calls per school year. All Unit Members

are eligible to contribute to the Catastrophic Leave Bank. A Unit Member may contribute a maximum of two (2) sick leave days per year. Only earned or annual illness/injury leave may be contributed to the Bank. Only those Unit Members who contribute to the bank may request a grant from the Bank.

4. All unused sick leave days which may remain in the bank at the end of the fiscal year shall be carried over to the next fiscal year.

5. Unit Members contributing any portion of their leave balance to the Catastrophic Leave Bank shall contemporaneously execute a document:

a. acknowledging that their contribution is voluntary and irrevocable;

b. pledging that they shall not initiate any demand, claim, or cause of action alleging that their contribution to the bank should be rescinded; and

c. indicating that they shall hold the District, the Union, and their agents harmless against any suit or administrative claim alleging that the sick leave bank is unlawful or that their contribution to the bank was unlawful and should be returned.

6. Unit Members seeking to receive catastrophic leave benefits shall, as part of their application, execute a document pledging that the District, the Union and their agents shall be held harmless against a suit or administrative claim alleging that the committee erred by not granting catastrophic leave benefit.

M. Personal Necessity Leave

1. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the Unit Member cannot reasonably be expected to disregard, and that necessitates immediate attention, and cannot be taken care of after work hours or on weekends.

2. A maximum of seven (7) days of accumulated sick leave may be used in any fiscal year for Personal Necessity Leave.

3. The Unit Member shall request Personal Necessity Leave at least three (3) days prior to taking the leave. The immediate supervisor will verify the request for necessity leave and will make the appropriate recommendation for leave. The District office shall review the recommendation and make a final determination.

4. The Unit Member shall not be required to secure advance permission for leave taken for

(1) death or serious illness of a member of their immediate family, or

(2) an accident involving their person or property, or the person or property of a member of their immediate family, or

(3) if the reason for the leave be-came known at such a time that it would preclude the Unit Member from complying with N.3. above. In any case, the Unit Member shall request personal necessity leave as soon as reasonably possible.

N. Bereavement Leave

A Unit Member shall be granted ~~five~~ ~~three~~ (35) days bereavement leave, ~~or five (5) days~~ including if travel beyond a 500 mile radius is required, in the event of the death of a member of their immediate family. The following relatives shall be considered as members of the immediate family: mother, father, uncle, aunt, mother-in-law, father-in-law, spouse, son, daughter, ~~step mother, step father~~, step-child, brother, stepbrother, brother-in-law, sister, stepsister, sister-in-law, grandfather or grandmother of the Unit Member or spouse, son-in-law, daughter-in-law, grandchild or any person living in the same household with whom the Unit Member has a relationship similar to a family member. Unit Members may request bereavement leave to attend to the deaths of additional family members. The Assistant Superintendent of Human Resources or designee will review each request on a case-by-case basis and will grant such leaves that are reasonable. In exceptional cases, the Superintendent or designee may grant up to three (3) additional days of leave. Refusal to grant additional days shall not be grievable.

O. Jury Duty/Court Witness Leave

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

2. Any classified Unit Member receiving a call for jury duty shall notify their immediate supervisor as soon as possible after receipt of a letter directing appearance for qualification for jury service and/or jury summons.

3. Subject to the possibility of making reasonable travel arrangements, the Unit Member shall be available to the District for work during the balance of their normal working day or week when not required to be in court or elsewhere for jury duty. If the Unit Member's regular assignment is to other than the day shift, they shall be absent from duty the same number of hours served as a juror. For example, if a Unit Member working a 7½ hour night shift serves five (5) hours as a juror, they shall only be required to work that numbers of hours which added to five (5) equals the total shift.

4. The Unit Member shall attach to their timecard a certificate from the clerk of the court or other authorized officer indicating the dates of necessary attendance or service for the court.
5. The Unit Member will collect any jury fees and remit them to the Assistant Superintendent of Business Services or designee, except the following fees which may be retained by the Unit Member:
 - a. Any mileage fee.
 - b. Jury fees earned on holidays, during vacation, or on any days a Unit Member is not required to report to duty.
6. A Unit Member shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought through the misconduct of the Unit Member.
7. A Unit Member shall receive their regular pay less any amount received for witness fees, exclusive of travel expense.
8. Unit Members appearing in court as litigants shall be allowed personal necessity leave.

P. Industrial Accident or Illness Leave

1. Whenever a Unit Member is absent from their required duties as a result of personal injury caused by an accident or an assault occurring while they are acting within the scope of employment, they will be paid full salary up to a limit of sixty (60) days in any one fiscal year for the same accident.

a. If there is a major incapacitating injury or assault where the Unit Member is out of work on a continual basis for more than sixty (60) days, industrial leave will be increased as follows:

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

2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the Unit Member under the worker's compensation laws of this State, exceed the normal wage

for the day. The Unit Member will receive weekly benefits from the insurance carrier and this amount of benefits will be deducted from the Unit Member's pay war-rant.

5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.

6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

7. After all such allowable leave is used, the Unit Member then receives their regular accumulated sick leave, vacation and any other accumulated leave.

Q. Pregnancy Leave

1. Pregnancy leave shall be granted by the District in accordance with the provisions of the Education Code and subject to the following conditions:

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

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

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

R. Child Care Leave

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

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

3. This leave provision may be utilized for adoption.

S. Military Leave

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

T. Leave of Absence Without Pay

1. Leave of absence without pay may be granted to a classified Unit Member upon the written request of the Unit Member, the recommendation of the appointing power, and the approval of the Administration. A Unit Member shall not be entitled to a leave of absence as a matter of right. Upon request for a leave of absence signed by the Unit Member and stating with particularity the reason for the leave, the appointing power may either approve or disapprove the request. Leaves over thirty (30) days shall be submitted to the Board for approval prior to the date on which the leave is to be effective.

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

U. Accommodation of Handicapped Unit Members

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

ARTICLE 15 VACATIONS

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

2. The probable duration of the requested leave.h
- D. A Unit Member, upon approval of the appropriate administrative authority, may be permitted to interrupt or terminate vacation leave in order to begin bereavement leave in accordance with Article 13. Appropriate leave of absence papers must be submitted to Human Resources.
- E. Regular Part-Time Unit Members

Regular part-time Unit Members shall be entitled to vacation benefits on a prorated basis and shall receive the salary equivalent for the vacation days accrued during their working period. Regular part-time Unit Members shall accrue prorated vacation according to length of service as provided in section A. of this article. The salary equivalent shall be paid in June, instead of monthly, so long as it is approved by the County Superintendent of Schools.

a. **Process For Requesting Vacation (All classifications except Security Services Classifications)**

~~A vacation schedule shall be posted at each work location and Unit Members may bid for vacation days designated on a rotating seniority basis as determined by employment date. The following year the Unit Member choosing first shall revert to the bottom of the priority list.~~

1. All Unit Member vacation requests shall normally be granted whenever adequate coverage can be maintained. Where the District deems necessary, adequate coverage may require other Unit Members to alter their schedules or to work overtime. In that case, the agreement of the other Unit Member(s) is a prerequisite to the approval of the vacation request. (moved from Section L in cba)
2. Additionally, efforts shall be made to enable vacation time to be taken at times mutually convenient to the employee and the District, consistent with the needs of the service and the workload of the department. The District reserves the right, prior to the start of the school year, to “black out” **the first week of school where** a week where vacation cannot be taken.
3. Vacations will be taken at the convenience of the District. Vacation may, with the approval of the immediate supervisor and the Assistant Superintendent of Human Resources or designee, be taken at any time during the school year. The Unit Member may be allowed to take all of their earned vacation in one unbroken period if it is the Unit Member's wish to do so and the length of the vacation will cause no problem within the department or program as determined by the supervisor and the Assistant Superintendent of Human Resources or designee.

4. A vacation request form should be completed and submitted to the immediate supervisor as far in advance of the vacation date as possible, but no later than two working days prior to the effective day. Approval must be received from the supervisor prior to starting of any vacation leave. Under unusual circumstances, the Director of Classified Human Resources or designee may permit a modification of these requirements.
5. Vacation leave may not be taken in units of less than one (1) hour.
6. Section F of Article 16 shall apply to all Unit Members, except those employed in Security Services classifications.

F. **Process for Requesting Vacation (Security Services Classifications)**

H. ~~A vacation schedule shall be posted at each work location and Unit Members may bid for vacation days designated on a rotating seniority basis as determined by employment date. The following year the Unit Member choosing first shall revert to the bottom of the priority list.~~

1. Vacations will be taken at the convenience of the District. Vacation may, with the approval of the immediate supervisor and the Assistant Superintendent of Human Resources or designee be taken at any time during the school year. The Unit Member may be allowed to take all of their earned vacation in one unbroken period if it is the Unit Member's wish to do so and the length of the vacation will cause no problem within the department or program as determined by the supervisor and the Assistant Superintendent of Human Resources or designee.
2. For vacations exceeding three (3) days, a vacation request form must be completed and submitted to the immediate supervisor at least fifteen (15) days prior to the effective vacation day. The vacation request shall be approved or denied by the immediate supervisor within ten (10) working days of submission. Once approval has been granted, it shall not be revoked by either party except by mutual agreement. A denied vacation request may be appealed to the Executive Director of Maintenance & Operations.
3. For vacations of three (3) days or less, a vacation request form must be completed and submitted to the immediate supervisor as far in advance of the vacation date as possible, but no later than two (2) working days prior to the effective date. Approval must be received from the supervisor prior to the starting of any vacation leave. Under unusual circumstances, the Assistant Superintendent of Human Resources or designee may permit a modification of these requirements.
4. Vacation leave may not be taken in units of less than one (1) hour.
5. Section G of Article 16 shall apply only to those Unit Members employed in Security Services classifications.

5. Payment on Separation

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

6. Holidays During Vacation

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

7. Personal Necessity Days

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

8. Incentive Attendance Plan for Unit Members

a. Provisions of Incentive Attendance Plan for Unit Members

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

VACATION – Incentive Attendance Plan for Unit Members

b. Guidelines and Additional Provisions

i. Additional Vacation Schedule:

Unused sick leave <u>June 30</u>	Additional days <u>on</u> <u>of vacation</u>
-------------------------------------	---

Plateau 1	50 days	2 day
Plateau 2	75 days	3 day
Plateau 3	100 days	4 day
Plateau 4	125 days	5 day
Plateau 5	150 days or more	6 day

Additional vacation days will be granted annually at each plateau.

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

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

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

~~9. Custodians (Move highlighted portion of 11 to section G of this article)~~

- a. ~~Subject to subsection 2, below,~~ All Unit Member vacation requests shall normally be granted whenever adequate coverage can be maintained. Where the District deems necessary, adequate coverage may require other Unit Members to alter their schedules or to work overtime. In that case, the agreement of the other Unit Member(s) is a prerequisite to the approval of the vacation request. (to be removed placed above as the new G1)

- b. ~~Each school year, ten (10) custodians shall be allowed five (5) consecutive days of vacation. No later than July 1st of each year, the Operations Manager shall develop and post a school year vacation sign up list at all sites that have custodians. The Operations Manager shall notify custodians when the sign up list is available. The most senior ten (10) custodians who want to take vacation shall request the vacations prior to the first day of September. If the list is not exhausted, those names remaining on the list will be placed at the top of the list for the following year in seniority order.~~

- c. ~~All new hires may elect to be placed at the bottom of the list in order of seniority.~~

~~d. A copy of the final list shall be provided to the Union President no later than September 15 of each year.~~

ARTICLE 16 EMPLOYEE SAFETY

A. Safety and Health

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

B. Facilities, Conditions and Equipment

1. A Unit Member shall report promptly in writing any unhealthy or unsafe facilities, conditions or equipment to the Unit Member's immediate supervisor.
2. The District and the Union shall each appoint three (3) persons to serve on a Joint Safety Committee.

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

- b. The District will provide the cleaning of two (2) uniforms per work week for each School Security Officer during the months of October through May and twice per week for the months of June through September utilizing the cleaning establishment authorized by the District.
 - c. The District will provide each School Security Officer with law enforcement style rainwear consisting of pants and a hooded jacket.
12. Campus Safety Officers
- a. The District will provide three (3) washable polo style knit shirts with the school logo imprinted on them and one (1) windbreaker style jacket in the school colors with Campus Safety Officer imprinted on the back.
 - b. The District will provide rainwear consisting of pants and a hooded jacket.
13. School Crossing Guards
- a. The District will provide rainwear consisting of a hooded poncho.
14. Safety Shoe/ Boots

The District shall, on a yearly basis, provide a vendor to supply options for the Safety Shoe and/or boot allowance for members to redeem their voucher as described in the paragraph below.

The District will provide all employees in classifications in Appendix A listed under Custodial, Grounds, Maintenance, Technician, Trades, Warehouse Supply, as well as Heavy Equipment Mechanic and Lead Heavy Equipment Mechanic shall receive a voucher reimbursement of up to—\$200.00 ~~biennially~~ annually for the purchase of safety shoes and/or boots.

All employees in classifications in Appendix A listed under Child Nutrition and Security Services shall receive a reimbursement voucher of up to \$100.00 ~~biennially~~ annually for the purchase of safety shoes and/or boots. ~~If workers are unsure whether they are eligible for reimbursement pursuant to the conditions of this section they should ask their supervisor prior to purchasing the boots/safety shoes. Supervisors shall respond to such inquiries within two weeks.~~

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

C. Life Threatening Illness

1. No Unit Member shall be discharged solely because the Unit Member has a life threatening illness.
2. If the Unit Member has a life threatening illness, the Unit Member shall cooperate with the District's request to submit to a medical examination to determine fitness to perform duties.
3. Unless required by law, no Unit Member shall be required to be tested for the HIV antibody. The District shall provide inservice training to Unit Members regarding HIV, its transmission and the proper handling of blood or bodily fluids.

D. District Vehicles

1. The District shall conduct, at a minimum, one preventative maintenance inspection on all District vehicles on an annual-calendar basis.
2. Every Unit Member who is responsible for a District vehicle shall complete the appropriate district vehicle inspection form on a weekly basis. The inspection form shall be turned in to the Unit Member's immediate supervisor. Significant and/or safety problems shall be addressed by the Transportation Department at the earliest date.
3. Unit Members will be responsible to check and fill fluid levels.

- E. If the Unit Member requests and the District agrees that a Unit Member must wear safety glasses in the performance of the Unit Member's assignment, the District shall provide the Unit Member with safety glasses. The District will also provide Unit Members with any required specialized equipment necessary for the Unit Member to perform an assignment.

ARTICLE 18 HEALTH AND WELFARE BENEFITS

A. Basic Policy

1. The District shall offer a core program for health and welfare. The core program shall consist of health, dental and life insurance to be determined by the parties. The parties shall determine the conditions under which opting out of the core plan is permitted, provided that all Unit Members shall be covered by the District's dental plan and that Unit Members may opt out of health coverage upon presentation of proof of alternate coverage. Unit Members working less than half time may participate in the core program at their option.

2. The core program of benefits may include, but is not limited to, medical, dental, annuity and life insurance. The joint Health Cost Containment Committee may make recommendations regarding changes in benefits, providers and additional optional benefits.

3. The District agrees that there will be two (2) SEIU Local 1021 representatives as members of the Joint Health Cost Containment Committee. This committee meets to review, discuss, and make recommendations for health and welfare benefits and any other benefits such as the commuter benefits. The District is committed to continuing to work together in order to ensure the best cost option for all of our employees and to be in compliance with the Affordable Care Act (ACA). This standing meeting is a forum to discuss issues related to health and welfare benefits. Additionally, the Collective Bargaining Agreement includes a "me too" clause within Article 20, which relates to compensation, including benefits.

B. Mandatory and Optional Health and Welfare Benefits

1. The District shall maintain an optional IRS 125 Cafeteria Plan for the benefit of Unit Members and their families. Accounts shall be established under the IRS Section 125 Plan to shelter from applicable salary taxes allowable amounts for medical insurance premium payments and dependent care expenses.

2. a. Mandatory benefit plans available to Unit Members are as follows:

(1) Dental Insurance Plans

o Delta

o United Healthcare Dental

(2) Life Insurance \$50,000 – Standard Life and Accident Insurance for Unit Members working half-time or more.

- (3) Income Protection
- b. Optional benefits currently available to Unit Members are as follows:
 - (1) District offered insurance plans
 - o CalPERS Health Care Coverage
 - (2) Annuities - From a list of District approved annuity plans.
 - (3) Other Optional Benefits
 - o American Fidelity IRS Section 125 Cafeteria Plan
 - o American Fidelity insurance plans
 - o Standard Life and Accident insurance plans
 - o Other plans as negotiated
 - (4) PERS Long Term Care
- c. Enrollment in health and welfare plans may be extended at the Unit Member's expense in accordance with retirement provisions in Section D of this article or in compliance with COBRA.

C. Enrollment Procedures

1. The District shall provide each Unit Member a Benefits Enrollment/ Authorization form to be completed upon employment. Once yearly thereafter during the Open Enrollment period notices will be sent to all Unit Members advising of the opportunity to make changes, additions or deletions to the plans. A report shall be provided each Unit Member by the District monthly showing the expenditures for each benefit. This report may be printed on the Unit Member's paycheck stub. The District will endeavor to arrange concurrent expiration dates for all carrier policies.

2. Each Unit Member, newly hired, changing from an ineligible position to an eligible position (eligibility in reference to fringe benefits), or returning from leave between the first and fifteenth of the month, may be enrolled in the District's health and welfare benefit plans beginning the first day of the following month. Each Unit Member in the categories listed who assumes duties between the sixteenth and the end of the month may be enrolled and provided with benefits beginning on the first day of the month following the first full month of employment. Enrollment in the IRS Section 125 Plan is limited to the yearly enrollment period designated in the plan except for new Unit Members who shall be eligible to enroll at the time they are hired. Once an election has been made to enter a program for health and welfare benefits, that decision may not be reversed except during the appropriate Open Enrollment period or due to a qualifying event.

3. Allocation of Funds

a. The District shall apply the amount of \$4,510.00 for full-time equivalency to the salary schedules of those classifications represented by the Unit which currently receive health and welfare benefits, effective as of July 1, 1998.

b. Unit Members currently participating in a health plan at the subscriber plus 2 level of coverage, to which the District contributes a portion of the premium, shall receive an annual stipend of \$506.00 per year as long as they do not interrupt such coverage for the life of this contract. Such stipend shall not be added to the salary schedule.

c. The District shall pay the premium for a \$50,000 term life insurance policy for each eligible Unit Member.

d. The Unit Member may deduct from salary directly or through the IRS Section 125 Plan amounts for premiums for approved optional health and welfare benefit plans.

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

D. Retirement Plan

1. Retirement income is provided under a coordinated program of PERS and Social Security (OASDI). The District will continue to make any required contribution to PERS, as well as making the employer's contribution to Social Security.

2. The District will pay the health plan premiums for Unit Members up to age 70 who at the time of retirement are in the employ of the District upon the following conditions:

a. Attained age 55 or more,

b. Were in a District plan at the time of retirement or apply for and qualify to be covered by one of the District's health plans at the time of retirement.

c. Are receiving PERS retirement allowance.

d. Served 10 years in the District.

e. After July 1, 1988, all new retirees shall be entitled to receive an amount equal to the Kaiser Health Plan cost for Unit Member-only coverage, adjusted annually.

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

3. If the retiree is eligible for Medi-Care, the District will coordinate Medi-Care with the District health plan and reimburse to the retiree the premium cost for Part B--Medi-Care only, as long as the Medi-Care premium cost does not exceed the amount of premium reduction by the health insurance policy premium for the retiree. The retiree may pay for their coverage after reaching the age of 70, if the health care provider approves.
4. Effective July 1, 2028, the District will pay the health plan premiums for Unit Members up to age 67 who at the time of retirement are in the employ of the District upon the following conditions:
 - a. Attained age 55 or more,
 - b. Were in a District plan at the time of retirement or apply for and qualify to be covered by one of the District's health plans at the time of retirement.
 - c. Are receiving PERS retirement allowance.
 - d. Served 10 years in the District.
 - e. After June 30, 2025, all new retirees shall be entitled to receive an amount equal to the Kaiser Health Plan cost for Unit Member-only coverage, adjusted annually.
 - f. After reaching the age of 67, a retired Unit Member may have the option of purchasing medical coverage through the District at the group rate provided the retired Unit Member satisfies the eligibility requirements of the insurance carrier and pays for such coverage in the manner prescribed by the carrier. Failure to pay in a timely manner shall be a basis for withdrawal of this benefit.
 - g. If the retiree is eligible for Medi-Care, the District will coordinate Medi-Care with the District health plan and reimburse to the retiree the premium cost for Part B--Medi-Care only, as long as the Medi-Care premium cost does not exceed the amount of premium reduction by the health insurance policy premium for the retiree. The retiree may pay for their coverage after reaching the age of 67, if the health care provider approves.
5. ~~4.~~—The District will pay the premium for the current term life insurance plan that is in effect at the time of retirement for the retiree up to age 65, or death, whichever occurs first, upon the following conditions:
 - a. Attained age 55 or more,
 - b. Received PERS allowance,
 - c. Served 15 years in the District prior to retirement,
 - d. Dependents will not be eligible for coverage,
 - e. Any disability clause will be deleted,
 - f. Amount of coverage as follows:

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

E. Miscellaneous Provisions

PERS retains all master contracts governing health and welfare benefits.

ARTICLE 19
COMPENSATION

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

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

- A. For the ~~2019-2020, 2020-2021, and 2021-2022~~ **2022-2023, 2023-2024, and 2024-2025** school years, salary schedule percentage adjustment, one-time payments, and benefit improvements shall not be lower than those negotiated with any other bargaining unit.

- B. Effective July 1, 2023 Unit members working .5 FTE and above shall receive: a) a District contribution of \$1,250 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.

- C. Effective July 1, 2024, Unit members working .5 FTE and above shall receive: a) a District contribution of \$1,875 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.

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

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

Years of Service	Percentage

10 6	1.00% 64.44
15 10	2.00% 92.06
20 15	3.00% 184.13
25 20	5.00% 276.20
30 25	7.00% 460.33
30	644.45

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

E. Anniversary Date

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

F. Salary Range Changes

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

G. Working Out-of-Classification

When a Unit Member is assigned to perform duties which are not fixed and prescribed for the position by the class specification or which do not reasonably relate to those fixed for the position, for any period of time, the Unit Member's salary shall be adjusted upward by a ~~5%~~ (10%) differential for the day. If this assignment is in a higher class, the salary adjustment shall be that step of the higher class which is next above the Unit Member's regular salary, or the minimum of the class, whichever salary is greater, but not lower than a ~~5%~~ (10%) differential for the day. If the assignment is in a class at the same salary range, the payment of a ~~5%~~ (10%) differential will be made for the day.

H. Compensation During District Required Training

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

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

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

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

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

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

L. Professional Growth

1. Professional Growth Program, excluding Security Services classifications

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

2. Professional Growth Program for Child Nutrition Unit Members

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

a. A Unit Member successfully completing six (6) semester units of accredited Child Nutrition-related course work shall receive an additional \$.30 an hour in addition to the Unit Member's regular salary.

b. A Unit Member successfully completing nine (9) semester units of accredited Child Nutrition-related course work shall receive an additional \$.30 an hour in addition to the Unit Member's regular salary totaling \$.60 an hour over the Unit Member's regular salary.

c. A Unit Member successfully completing twelve (12) semester units of accredited Child Nutrition-related course work shall receive an additional \$.30 an hour in addition to the Unit Member's regular salary totaling \$.90 an hour over the Unit Member's regular salary.

d. Courses must be accredited by a Junior College and approved by the Director of Child Nutrition, in writing, prior to taking the course.

3. Professional Growth Program for Security Services Classifications

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

4. Staff Development Program

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

M. Phone Calls

Any Unit Member, other than a Facility Control Operator (FCO), who receives **and answers** a telephone call from District management ~~after 11:00 p.m.~~ **after designated work hours, or while the Unit Member is on vacation**, regarding District work, **excluding requests to work overtime**, shall be entitled to receive one hour of pay at the Unit Member's ~~regular~~ hourly rate if the call does not require the Unit Member to report to a District site.

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

1. All Unit Members who receive training **and receive certified completion** in the proper removal of asbestos and are assigned by the District to remove asbestos shall receive five percent ~~(5%)~~ **(10%)** premium pay in addition to their regular salary, **during the time worked to remove asbestos**.

2. The District shall select for training from among those that volunteer for the assignment. The District shall notify Unit Members of appropriate staff development training prior to making selections from the volunteers for said training.

3. The District will pay for training materials, medical examinations, and test materials necessary for the preparation and completion of the training procedure. All designated Unit Members will be given release time for such training.

O. A position requiring a special certificate that is required by regulatory or environmental regulations shall receive premium pay ~~(5%)~~ **(10%)** upon the determination of the Superintendent's designee the above criteria have been met.

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

P. Dental

1. Upon proof of medical coverage, Unit Members will not be required to participate in medical coverage. The District shall contribute the full premium of the lowest cost employee selected dental plan offered by HUSD for the "employee only." Unit Members may elect to have additional coverage for dependents. Any additional premium or out of pocket costs will be borne by the Unit Member.

2. The District shall provide unit members with Life and Disability Insurance from the Standard Insurance Company at no charge.

ARTICLE 21 MISCELLANEOUS

A. Contracting Out

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

Nothing in this article shall be construed to limit the District’s ability to respond to emergency situations. **The district will not use contracting out to impede or replace the hiring process. The district shall attempt to fill all vacant positions by the start of the 2023-2024 school year.**

B. Summer Work (Excluding Security Services Classifications)

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

C. Work Scheduling

Site Supervisory Personnel shall meet with ~~custodians~~ **all unit members** as needed to discuss work scheduling. **When an alternative exists, the district will make every effort to accommodate Unit Members that may be negatively impacted because of scheduling changes.**

D. Protective Clothing

1. The District will provide the appropriate OSHA approved protective clothing uniforms to each Unit Member appearing in Appendix A under the headings Grounds, Maintenance, Technician, and Trades, as well as Heavy Equipment Mechanic.

- a. All 4 hour or more Unit members appearing in Appendix A initially employed between July 1 and March 31 shall be furnished three (3) uniforms and receive the same number of uniforms for each year thereafter.
 - b. All less than 4-hour employees initially employed between July 1 and March 31 shall be furnished a maximum of two (2) uniforms and two (2) uniforms for each year thereafter beginning with the following July 1.
 - c. Persons initially employed between April 1 and June 30 shall receive a maximum of two (2) uniforms
 - d. Upon receipt of uniforms by the Unit Member, clean and neat uniforms shall be worn at all times while on duty.
 - e. If the District issues any uniform articles which cannot be laundered, the District shall be responsible for their cleaning.
2. The District also intends to adopt the appropriate OSHA approved protective clothing uniforms for each Unit Member appearing in Appendix A under the headings Custodial, Child Nutrition, Transportation, and Warehouse/Delivery Worker. The District and the Union shall meet and confer regarding uniforms for those Unit Members prior to their adoption.
 3. As new classifications are added, the Union and Management will meet and confer to expand the list of qualified Unit Members.
 4.
 - a. All employees required to work outdoors shall be provided appropriate raingear as needed.
 - b. Child Nutrition - Up to five shirts annually will be issued to serving staff Unit Members.

E. The Board of Education, upon the request of a Unit Member, will provide for the defense of any civil action or proceeding brought against the Unit Member, in the Unit Member's official capacity, on account of an act of omission in the scope of the Unit Member's employment provided that the Unit Member was not engaged in fraudulent, corrupt, or malicious action and provided that the action is not brought by the Board or an agent of the Board.

F. Personal Property Loss

1. The District shall reimburse Unit Members for the repair or replacement of personal property of the Unit Member lost, damaged or destroyed while the Unit Member was on duty in the school, on the school premises or at a school-sponsored activity, unless such damage or loss is due to negligence by the Unit Member, and is not covered by the Unit Member's personal insurance. Personal property shall include such things as eye glasses, hearing aids, dentures, watches, articles of clothing necessarily worn or carried by the Unit Member.
2. Damaged property shall be submitted to the District together with a property report.
3. In the event a payment is made under this policy, the District will, to the extent of such payment, be subrogated to any right of the Unit Member to recover compensation for such damaged property. The District will be entitled to enforce its subrogation right in any court of competent jurisdiction.
4. The maximum amount of the District's reimbursement shall be no more than \$350.00 nor less than \$30.00 per incident. Exception: replacement of dentures shall not be subject to the \$350.00 limitation.
5. Establish a fixed fund of \$5,000.00 for legitimate damages to Unit Members' automobiles parked on school property during work hours. The Unit Member must have completed a security incident report and filed a tort claim. This fixed fund is available to all Unit Members except those employed in Security Services classifications.
6. Establish a fixed fund of \$2,000.00 for legitimate damages to Unit Members' automobiles parked on school property during work hours. The Unit Member must have completed a security incident report and filed a tort claim. This fixed fund is available

to only those Unit Members employed in the Security Services classifications.

G. Seniority

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

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

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

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

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

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

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

1. At the beginning of this Agreement, Unit Members at each high school shall be placed on a summer school list in seniority order. New employees shall be placed on the summer list after the person with the lowest seniority ranking. Each high school shall maintain a separate summer school list for each covered classification.
2. Prior to the start of summer school, the District shall notify Unit Members

which high school(s), if any, shall operate a summer school program. Thereafter, the District shall offer a summer school assignment to the Unit Member at the top of each summer school list. If that Unit Member declines the summer school assignment, the District shall offer the assignment to the next person on that list.

3. If a Unit Member accepts or declines a summer school assignment, that person's name shall be moved to the bottom of the appropriate summer school list.
4. If no Unit Member on an appropriate summer school list accepts the summer school assignment, or if assignments remain after one Unit Member from each high school has accepted a summer school assignment, the District shall offer the assignment(s) to the remaining Unit Members based on District seniority. If no Unit Member will accept a summer school assignment, the District may assign a Unit Member to perform that assignment in inverse seniority order.

L. Business Costs

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

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

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

ARTICLE 26

CLASS SCHOOL SUMMER ASSISTANCE PROGRAM

The Hayward Unified School District shall make available, to all eligible members, the Summer Bridge Program, also known as the Classified School Summer Assistance Program. Annually, The district shall elect to participate in the program by the application deadline for the following school year. The District will inform the the Union in writing within 30 days of its intent to apply before the application deadline. In the event the District applies, upon approval and acceptance into the program, the District will meet and confer with the Union to discuss the implementation of the program. In the event that the reimbursement of assistance is not a full match per employee contribution, the District may elect not to apply for the program the year following the disbursement. The decision to not apply shall not be grievable.

A. Eligibility

1. The employee must have been employed for at least one year at the time the employee elects to participate.
2. The employee is employed for 11 months or fewer, out of a 12-month period.
3. 3. The regular annual pay for the classified employee is \$62,400 or less for an entire school year, at the time of enrollment. For purposes of determining regular annual pay, exclude any payments received by the classified employee during the previous summer recess period. Pay earned by a classified employee with limited employment during the months of June, July, or August that is not for the summer session shall not be excluded.