

**Summary of Tentative Agreement Between
HUSD and SEIU Para/YEP
December 13, 2023**

HUSD and SEIU Para/YEP 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 - Check Off and Organization Security
Article 8 - Union Rights
Article 9 - Shop Steward
Article 10 - Grievance Procedure
Article 11 - Notification of Job Opportunities
Article 14 - Transfers
Article 15 - Vacations
Article 16 - Employee Safety
Article 17 - Performance Evaluation
Article 21 - Implementation and Duration of Agreement Negotiation Procedures
Article 22 - Ratification of Contract

Specific Articles include:

Article 12 - Hours of Employment
Article 13 - Leaves of Absence
Article 18 - Compensation
Article 19 - Compensation/Health and Benefits
Article 20 - Miscellaneous
Article 23 - Summer Assistance Program

Appendix A
Appendix B
Appendix C
Appendix D

ARTICLE 12
HOURS OF EMPLOYMENT

- A. The basic work week for full time Unit Members shall be forty (40) hours per week, Monday through Friday.
- B. The basic work year for Unit Members shall be nine (9), ten (10), twelve (12) months or assigned for all positions as specified in this Article.
- C. Every Unit Member in the Unit working more than six (6) hours per day shall be provided a non-paid duty-free lunch break of thirty (30) to sixty (60) minutes at the election of the District which shall not be a part of the regular hours assigned. The duty free lunch break may be waived only by mutual agreement.
- D. Every full-time Unit Member shall be provided two fifteen (15) minute duty-free breaks. One close to mid-morning and one close to mid-afternoon, (or mid-afternoon and mid-evening), depending on their shift. Such breaks shall be considered a part of regular hours worked. The break schedule and site of the break shall be designated by the District. All four-hour through seven-hour positions shall include one fifteen (15) minute duty-free break.
- E.
 - 1. Full-time Unit Members will receive a total of fifteen (15) holidays per year or the equivalent in extra pay or time off as determined by the District. Part-time Unit Members will receive their prorated share of the fifteen (15) regular holidays. All probationary or permanent Unit Members shall be entitled to these holidays provided they are in paid status any portion of the working day immediately preceding or succeeding the holiday. Regular Unit Members who are not normally assigned to duty during the school holidays of December 25 and January 1 shall be paid for those two holidays provided they were in paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period. The holidays for the Unit are the days known as:
 - a. Employees Working at or Otherwise Tied to Year-Round School Schedule

Independence Day	New Year's Day
Labor Day	Martin Luther King Day
Veteran's Day	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Spring Recess Day

Christmas Eve
Christmas Day
New Year's Eve

Cinco de Mayo or Cesar Chavez Day*
Memorial Day

b. All Other Employees

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve

New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Spring Recess Day
Cinco de Mayo or Cesar Chavez Day*
Memorial Day

The District shall make the initial determination of whether a position is tied to a year-round school schedule.

2. No Unit Member shall be required to work on any one of the designated paid holidays, except when the needs of the District dictate otherwise. Except when state or Federal Law dictates direct observance of holidays on their actual dates, holidays may be adjusted to be honored on Mondays and Fridays to assist in efficient operations. Holidays falling on Saturdays shall be honored on the Friday preceding, and holidays falling on Sunday shall be honored on the Monday following.
3. Unit Members required to work on a holiday shall be paid for that day plus one and one-half (1-1/2) times their regular rate of pay for those hours worked for not less than two (2) hours.
4. Every other day declared by the President or Governor of this state as a day of public fast, mourning, thanksgiving or holiday shall be a paid holiday for all Unit members in the bargaining unit. Eligible hourly Unit Members shall receive holiday pay at the rate of average hours worked per day of the pay period in which the holiday occurs.
5. For the duration of this contract, the parties agree that the District shall not recognize a "Day of Mourning" if declared by the President or the Governor of this state.
6. Identified Unit Members shall be required to work one non-student day on a date determined by the Unit Member's immediate supervisor. (See side letter)
7. Identified Unit Members shall receive one (1) paid, non-work day. Said day is to fall on a non-student day when the Unit Member is not required to participate in district or site

training programs and by mutual agreement of the Unit Member's immediate supervisor.

8. Identified Unit Members will have one non student day that is an unpaid non-work day.

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

- 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.~~

Any member of the Unit who works a minimum of 30 minutes per day in excess of their part-time assignment for a period of 20 consecutive working days or more, shall have his basic assignment changed to reflect the longer hours in order to acquire fringe benefits on a properly prorated basis.

- G. For all paraprofessional classifications, there shall be one additional workday added prior to the start of the school year for the purposes of preparation and training.
- H. When any Unit position comes open, regularly assigned Unit Members in the classification with equal or less hours assigned shall be permitted to bid for the opening.
- I. All hours worked in excess of eight (8) hours in paid status in any day, or forty (40) hours in paid status in any week, or on the sixth and seventh day of any work week shall be considered overtime. Overtime shall be paid at time and one-half the Unit Member's regular rate of pay or as compensatory time off computed at time and one-half the hours worked. Determination of payment or granting of compensatory time off shall be made by the supervisor prior to ordering the overtime. If compensatory time off is authorized, such accumulated time off must be taken within a period of thirty (30) days from the time earned. Scheduling of such time off during this period shall be mutually agreed to.
 1. Unit Members may submit their requests to work on a substitute basis. When practical, the District will offer substitute assignments to Unit members who are determined to be qualified and available to perform the work. Such work will be offered without regard to rate of pay.
 2. Unit Members who are employed as substitutes in their current classification shall receive the rate of pay for such work at their normal rate of pay. The serving in a substitute position shall not be computed for purposes of overtime pay outlined in H. herein above.

- J. During the first week of a new school year, Unit Members who have transferred to a new school site will be provided up to two (2) hours for inservice/orientation.
- K. It is agreed by both parties that when H.E.A. and the District meet to discuss the school calendars each year, the Unit will have a representative present to participate in the discussions for the calendar setting.
- L. Paraprofessional (Severely Handicapped/Health Care) Transport Positions

~~For Paraprofessionals (Severely Handicapped/Health Care) only, "transport" positions shall be offered at the start of each school year to the Paraprofessionals assigned to each site by District seniority on a rotational basis. If a Paraprofessional (Severely Handicapped/Health Care) declines a transport position, it shall be offered to the next most senior Paraprofessional (Severely Handicapped/Health Care) assigned to the site. If a transport position opens during the school year, it shall be offered to the next most senior employee in the classification who is assigned to the site. Employees shall not lose their place on the rotational list for transport positions for the future years by accepting a mid-year opening for a transport position and filling that position for the remainder of the school year.~~

- M. Beginning in the 2023-24 school year, paraprofessionals (Severely Handicapped/Health Care) only, "transport positions shall be offered at the start of each school year to the most senior paraprofessional. Assignments shall be made on the basis of seniority, on a yearly rotational basis. Should there be special circumstances for which seniority cannot be offered, the district agrees to meet and confer with the Union no less than 14 days prior to the start of the assignment.

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 disease; or dental, eye and other physical or medical examinations or treatment by a licensed practitioner.

B. A new Unit Member must render service before being entitled to illness leave. For the purposes of this Article, "Days" refers to regularly scheduled work days at the number of hours regularly scheduled.

C. Allocation of Sick Leave

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

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

- a. Permanent annual Unit Members shall have thirteen (13) days sick leave credited annually to their records at the beginning of the fiscal year as of July 1. Any unused portion shall be accumulated year after year and kept on deposit for future use.
- b. Permanent Unit Members employed less than twelve (12) months annually shall have sick leave days credited annually to their records at the beginning of the fiscal year on a prorated basis. For example, a Unit Member scheduled to work ten (10) months will be credited with ten (10) days of sick leave. Any unused portion shall accumulate year after year and be kept on deposit for future use.

- c. Probationary Unit Members may earn sick leave at the rate of one (1) day per calendar month for the duration of the probationary period. Such sick leave may be used, as accumulated, for the reasons defined under section A of this article. The use of sick leave shall result in an extension of the probationary period at the rate of one (1) day's extension for each day of sick leave used.
2. Unit Members will receive a cash bonus during the month designated below if their sick leave usage over the prior fiscal year does not exceed the following amounts. Part-time Unit Members will be prorated.

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

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

- D. Unlimited accumulations shall be allowed in all sick leave benefits. However, the cumulative aspect of sick leave from year-to-year is based on accrual at the rate of one (1) day's sick leave per whole month of employment. At least half the number of working days in the calendar month must be worked in order to earn sick leave for that month.
- E. If a Unit Member leaves the District, accumulated unused sick leave will not be credited to the Unit Member's final payment.
- F. A Unit Member who will be absent for partial or full days shall report their absence to the District's automated employee substitute management system. Except in an emergency, including emergencies of illness and personal necessity, the Unit Member shall report the absence at the earliest opportunity, and in no event later than sixty (60) minutes prior to the beginning of the member's work shift.

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

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

Member is credited with pay for the absence. A release from the physician or health advisor shall be required before the Unit Member returns from sick leave involving major surgery or illness.

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.

H. Extended Sick Leave

1. A Unit Member who is ill in excess of their accumulated leave shall receive 50% of their regular salary for a period not to exceed one hundred (100) working days in each fiscal year. Such partial sick leave benefits shall be used only after all regular sick leave, accumulated compensatory time, vacation or other available paid leave has been exhausted.
2. The partial sick leave shall be exclusive of any other paid leave, holidays, vacation, or compensatory time to which the Unit member may be entitled.
3. Prior to the employee receiving differential pay for extended sick leave, the employee shall submit to the Human Resources Department, a written statement from the employee's physician or health advisor verifying that the employee is unable to work due to illness and giving an approximate date of recovery. A release from the physician or health advisor shall be submitted before the employee returns to work.

I. Leave for Serious Illness or Injury in the Family

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

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

2. A physician or medical advisor must provide a statement of need for the presence of the Unit Member, stating the nature of the critical illness or injury before such leave is granted. "Critical illness" means serious illness or injury.
3. The District and the Union agree that any employee concurrently holding more than one position will have all hours combined when calculating the minimum FMLA 1250 hour requirement. For example Para part time + YEP part time- both position hours will be combined to determine minimum hour's qualifications.

J. Catastrophic Leave

1. The purpose of the Catastrophic Leave Bank ("Bank") is to provide paid leave to a Unit Member if and when the Unit Member has exhausted all other paid leave following a catastrophic illness or Injury. "Catastrophic illness or injury" means an illness or injury that is expected to incapacitate the Unit Member for an extended period of time, or that incapacitates a member of the Unit Member's family requiring the Unit Member to take time off.
2. To be eligible to apply for catastrophic leave, Unit Members must donate at least one (1) sick day in the open enrollment period during the year in which they apply. Donations to the Bank will not be charged against the donating Unit Member's sick leave incentive or sick leave plateaus.
3. The Catastrophic Sick Leave Bank Committee ("Committee") shall review, and approve or deny the request for leave.
 - a. The committee shall be made up of four (4) members. Two (2) Unit Members shall be appointed by the Union and two (2) members shall be appointed by the District. In the event that there is a tie vote among the Committee members, the Union President and the Assistant Superintendent for Human Resources shall make the decision to approve or deny the request.
 - b. The decision of the Committee, or the Union President and Assistant Superintendent of Human resources, shall be final and not be subject to the grievance procedure in Article 11 of this Agreement.

- c. All applications and related materials shall be treated as confidential records in full compliance with the terms of applicable state and federal laws.
4. Applicants for leave benefits from the Bank must make an application for leave to the Committee. All applications shall be accompanied by written verification of catastrophic illness or injury, including but not limited to a doctor's statement indicating the nature of the illness or injury and the probable length of absence from work.
5. A maximum of thirty (30) days may be granted to any one (1) individual applicant during any year.
 - a. An applicant may seek a one-time extension from the Committee.
 - b. Leave from the Bank shall not be awarded for a work-related illness or disability.
 - c. Leave shall be granted in full day increments only.
 - d. Days granted but not used will be returned to the bank.
6. Membership in the Bank is voluntary. Unit Members must notify the Committee in writing of their desire to participate in the Bank during the open enrollment period only.
 - a. Open enrollment typically occurs between early September and early October of each school year.
 - b. All donations are irrevocable.
7. All unused sick days contributed to the Bank shall be carried over from year to year.

K. Personal Necessity Leave

1. A maximum of ten (10) days of accumulated sick leave may be used in any fiscal year for Personal Necessity Leave.
2. Personal Necessity Leave shall be limited to circumstances that are serious in nature and that the Unit Member cannot reasonably be expected to disregard, and that necessitates immediate attention, and cannot be taken care of after work hours or on weekends.

3. The leave must be approved by the immediate supervisor normally within three (3) days prior to taking the leave.
4. Unit Members shall be granted up to ~~three (3)~~ (5) days for which no statement of reason need be given where the purpose of the leave is consistent with those indicated in K.2. Unit Members shall give three (3) days prior notice unless such notice is not possible.
5. The Unit Member shall not be required to secure advance permission for leave taken for (1) death or serious illness of a member of his/her immediate family, or (2) an accident involving their person or property, or the person or property of a member of their immediate family, or (3) if the reason for the leave became known at such a time that it would preclude the Unit Member from complying with K.3. of this article. In any case, the Unit member shall request personal necessity leave as soon as reasonably possible.

L. Jury Duty/Court Witness Leave

1. All Unit Members shall be granted a jury duty leave of absence with pay by the division head or his designated representative when necessarily absent from work because of a call for jury duty as provided in Section 44037 of the Education Code.
2. Any Unit Member receiving a call for jury duty shall notify their immediate supervisor, as soon as possible, after receipt of a letter directing appearance for qualification for jury service and/or jury summons.
3. Subject to the possibility of making reasonable travel arrangements, the Unit Member shall be available to the District for work during the balance of their normal working day or week when not required to be in court or elsewhere for jury duty. If the Unit Member's regular assignment is to other than the day shift, they shall be absent from duty the same number of hours served as a juror. For example, if a Unit Member working a 7 1/2 hour night shift serves five (5) hours as a juror, they shall only be required to work that numbers of hours which added to five (5) equals the total shift.
4. The Unit Member shall attach to their timecard a certificate from the clerk of the court or other authorized officer indicating the dates of necessary attendance or service for the court.
5. The Unit Member will collect any jury fees and remit them to Business Services, except the following fees which may be retained by the Unit member:

- a. Any mileage fee.
 - b. Jury fees earned on holidays, during vacation, or on any days a Unit Member is no required to report to duty.
6. A Unit Member shall be granted leave to appear in court as a witness when subpoenaed, or to respond to an official order from another governmental jurisdiction other than as a litigant and not brought through the misconduct of the Unit Member.
 7. A Unit Member shall receive their regular pay less any amount received for witness fees, exclusive of travel expense.
 8. Unit Members appearing in court as litigants shall be allowed personal necessity leave.

M. Industrial Accident or Illness Leave

1. Whenever a Unit Member is absent from their required duties as a result of personal injury caused by an accident or an assault occurring while acting within the scope of employment, they will be paid full salary up to a limit of sixty (60) days in any one fiscal year for the same accident.
2. Allowable leave shall not accumulate from year to year.
3. Industrial accident or illness leave will commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the Unit Member under the worker's compensation laws of this State, exceed the normal wage for the day. The Unit Member will receive weekly benefits from the insurance carrier and this amount of benefits will be deducted from the Unit Member's pay warrant.
5. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under worker's compensation.
6. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the Unit Member shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.
7. After all such allowable leave is used, the Unit Member then receives their regular accumulated sick leave, vacation and any other accumulated leave.

N. Pregnancy Leave

1. Pregnancy leave shall be granted by the District in accordance with the provisions of the Education Code and subject to the following conditions:
 - a. A Unit member may continue to work as long as their health will permit as certified by their doctor or other proof acceptable to the District and so long as they can carry out their duties and responsibilities. However, a pregnant Unit member must file a statement from their physician, or District-approved medical advisor, no later than the third month of pregnancy indicating the estimated date of delivery and the Unit Member is in good health and that in their judgment the Unit Member can carry on their assigned duties and responsibilities without danger to themselves or her child.
 - b. The use of sick leave for pregnancy related disability shall be treated the same as any other disability for which sick leave is granted. In order to use sick leave for pregnancy disability, the Unit Member must have been actually rendering paid service to the district immediately prior to the disability.
2. A Unit Member, who wishes to take a personal leave to prepare for childbirth and is physically able to render service to the District may request such a leave, without pay, for a time mutually agreeable to the Unit Member and the District.

O. Child Care Leave

1. Child care leave shall be granted to any Unit Member upon request for a period of up to one school year. Such leave shall be without pay or credit toward service and shall not be considered as personal illness.
2. A Unit Member on child care leave of a definite duration of more than thirty (30) days may return to duty prior to the expiration of the leave provided that the position is still in existence and the District has not contracted with another Unit member to fill the position. If the leave request is for thirty (30) days or less, the unit member shall be returned to the same position.
3. This leave provision may be utilized for adoption.

P. Military Leave

1. Military service leave shall be granted for military duty ordered for purposes of military training, drills, encampment, naval cruises, special exercises, or like activity, providing that the period of ordered duty does not exceed 180 calendar days including time

involved in going to and returning from such duty. The Unit Member shall be entitled to receive their salary or compensation for the first thirty (30) calendar days of any such absence, if the Unit Member is currently in full paid status with the District and has been employed in regular status for one year prior to the leave. The Unit Member shall make every effort to schedule the military leave at a time other than during the regular school year.

Q. Leave of Absence Without Pay

1. Leave of absence without pay may be granted to a Unit Member upon the written request of the Unit Member, the recommendation of the appointing power, and the approval of the Administration. A Unit Member shall not be entitled to a leave of absence as a matter of right. Upon request for a leave of absence signed by the Unit Member and stating with particularity the reason for the leave, the appointing power may either approve or disapprove the request. Leaves over thirty (30) days shall be submitted to the Board for approval prior to the date on which the leave is to be effective.
2. A Unit Member who fails to return from a leave of absence within three (3) working days after the expiration of an authorized leave shall be deemed to be absent without leave. Absence without leave shall be deemed an automatic resignation.

R. Accommodation of Unit Members with Disabilities

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

S. Bereavement Leave

1. A Unit Member shall be granted ~~up to five~~ ~~three (3)~~ ~~5~~ 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, ~~step mother, step father~~ mother-in-law, father-in-law, spouse, son, daughter, step-child, brother, brother-in-law, sister, sister-in-law, grandfather or grandmother of the Unit Member or spouse, son-in-law, daughter-in-law, grandchild or any person living in the same household with whom the Unit Member has a relationship similar to that of a family member. In exceptional cases, the Director of Classified Human Resources may grant up to three (3) additional days of leave. ~~The Director of Classified Human Resources or designee shall respond to the Unit Member in writing as to why the request was denied.~~ Refusal to grant additional days shall not be grievable.

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 Health Cost Containment Committee. This committee meets to review, discuss, and make recommendations for health and welfare benefits and any other benefits such as the commuter benefits. The District is committed to continuing to work together in order to ensure the best cost option for all of our employees and to be in compliance with the Affordable Care Act (ACA). This standing meeting is a forum to discuss issues related to health and welfare benefits. Additionally, the Collective Bargaining Agreement includes a "me too" clause within Article 19, which relates to compensation, including benefits.

B. Mandatory and Optional Health and Welfare Benefits

1. The District shall maintain an optional IRS 125 Cafeteria Plan for the benefit of Unit Members and their families. Accounts shall be established under the IRS Section 125 Plan to shelter from applicable salary taxes allowable amounts for medical insurance premium payments and dependent care expenses.
2.
 - e. 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

f. Optional benefits currently available to Unit Members are as follows:

(1) District offered insurance plans

o PERS 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) CalPERS Long Term Care

g. Enrollment in health and welfare plans may be extended at the Unit Member's expense in accordance with retirement provisions in Section D of this article or in compliance with COBRA.

C. Enrollment Procedures

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

2. Each Unit Member, newly hired, changing from an ineligible position to an eligible position (eligibility in reference to fringe benefits), or returning from leave between the first and fifteenth of the month, may be enrolled in the District's health and welfare benefit plans beginning the first day of the following month. Each Unit member in the categories listed who assumes duties between the sixteenth and end of the month may be enrolled and provided with benefits beginning on the first day of the month following the first full month of employment. Enrollment in the IRS Section 125 Plan is limited to the yearly enrollment period designated in the plan except for new Unit Members who shall be eligible to enroll at the time they are hired.

Once an election has been made to enter a program for health and welfare benefits that decision may not be reversed except during the Open Enrollment period or due to a qualifying event.

3. Allocation of Funds

- e. 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.
- f. 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.
- g. The District shall pay the premium for a \$50,000 term life insurance policy for each eligible Unit Member.
- h. 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.
- i. Each Unit Member who had been granted leave beyond paid leave for illness, disability, maternity, child adoption, advanced study or other personal reasons, may continue their dental, life, and health insurance for up to one year by paying the full cost.

D. Retirement Plan

- 1. Retirement income is provided under a coordinated program of PERS and Social Security (OASDI). The District will continue to make any required PERS contribution as well as making the employer's contribution to Social Security.
- 2. The District will pay the health plan premiums for Unit members up to age 70 who at the time of retirement are in the employ of the District upon the following conditions:
 - e. Attained age 55 or more,
 - f. 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.

- g. Are receiving PERS retirement benefits,
- h. Served 10 years in the District.
- i. 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 Medicare, the District will coordinate Medicare with the District health plan and reimburse to the retiree the premium cost for Part B-“Medicare” only, as long as the Medicare premium cost does not exceed the amount of premium reduction by the health insurance policy premium for the retiree. The retiree may pay for their coverage after reaching the age of 70, if the health care provider approves.

- 4. 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. 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

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. 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.

A. 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.

B. Longevity Recognition Plan

Effective 7/1/2001 the Longevity Recognition Plan stipends for each Unit Member, regardless of hours worked, shall be based on the following calculation and percentage system:

Years of Service	Percentage -Amount
1-6	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

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

C. Anniversary Date

The anniversary date for determining merit increases shall be the first day of the month, if this period of service is completed before the fifteenth day of the month, and the merit increase shall be made the first of the following month; the merit increases shall be the first of the following month, if completed after the fifteenth of the month. This section is prospective from the date of the contract ratification.

D. Salary Range Changes

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

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

E. Working Out-of-Classification

When a Unit Member is formally assigned to a higher classification within the Paraprofessional/YEP series, commencing the first day, the Unit Member shall be compensated at the rate applicable to the classification to which they are assigned. The rate is the first step of the higher classification or five percent ~~10%~~ above the Unit Member's present rate of pay, whichever is greater. Unit Members placed in a lower class for out-of-class purposes shall not suffer a loss of pay.

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

A Unit Member shall not be required to serve in the place of an absent teacher whose place would normally be filled by a substitute teacher.

Any time a Unit Member is required to assume the supervision of a class when the teacher is absent from the classroom, if the teacher's absence exceeds twenty-five (25) minutes, the Unit Member shall notify the site manager who shall immediately provide appropriate direct supervision of the class. If no substitute or site manager replaces the teacher within five minutes of notification, all ~~paraeducators~~ **unit members** working in that classroom shall receive a 20% differential for all hours worked until the teacher returns. This does not preclude

~~paraeducators~~ from working with small groups of students outside of the teacher's presence. **If a Unit Member is the sole individual supervising a classroom, they shall receive a stipend of \$50. In no instance shall a Unit Member receive both.**

A Unit Member in the classifications of Special Education: Unit Members who are required to work with a day-to-day substitute teacher shall receive 20% pay differential for each full day so required. A day-to-day substitute is defined as a certificated substitute working 20 or fewer days in the same classroom. When the substitute is long term (more than 20 days) the Para will revert back to their regular base pay without the 20% pay differential. For paraeducators who work within the resource program this 20% differential shall apply if the special education teacher with whom the paraeducator primarily works is absent.

No Detention Room Specialist shall be required to supervise a class in lieu of a certificated staff member. Should the district need assistance, the detention room specialist may assist, and shall be compensated in accordance with Sec. H 2. Of this article.

F. 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.

G. Professional Growth

A Unit Member whose application is approved by the Assistant Superintendent of Human Resources or designee shall be entitled to receive reimbursement for the cost of fees and/or materials up to a maximum of \$250 for community college or a two year institution and

\$600 for a four year institution for course work in the child development area.

Paraprofessionals/YEP who earn 30 units from an accredited college or university in pursuit of a degree in the fields of Special Education or Early Childhood Education shall receive a \$450 stipend per year over and above the amount of salary paid by salary schedule placement. This covers classes with an emphasis in an educationally related field, directly pertinent to the specialized classification in which the Unit Member is working. The Assistant Superintendent of Human Resources and the coordinator of the program involved shall determine the applicability of the classes.

Paraprofessionals/YEP who receive an AA degree from an accredited community college in the fields of Special Education or Early Childhood Education, shall receive a \$650 stipend per year over and above the amount of salary paid by salary schedule placement. This covers AA degrees with emphasis in an educationally related field, directly pertinent to the specialized classification in which the Unit Member is working. The Assistant Superintendent of Human Resources and the coordinator of the program involved shall determine the applicability of the degree.

Paraprofessionals/YEP who receive a BA degree from an accredited college or university in the fields of Special Education or Early Childhood Education shall receive an \$850 stipend per year over and above the amount of salary paid by salary schedule placement. This covers BA degrees with emphasis in an educationally related field, directly pertinent to the specialized classification in which the Unit Member is working. The Assistant Superintendent of Human Resources and the coordinator of the program involved shall determine the applicability of the degree.

Paraprofessionals/YEP who receive an Early Childhood Education Certificate (ECE 12 40 units) shall receive a \$200 stipend.

Paraprofessionals/YEP who receive a Special Education Certificate (SEA) shall receive a \$200 stipend.

Paraprofessionals/YEP who pass the CBEST shall receive an additional \$100.00 stipend.

Paraprofessionals/YEP shall be entitled to only one stipend -- the 30 unit, the AA or the BA. The ECE or SEA may be added to the AA or BA.

This stipend shall be paid over a ten-month period.

In order to receive credit for any stipend, verification of receipt of the degree, certificate or CBEST must be submitted to the Assistant Superintendent of Human Resources or designee prior to September 10th each year; provided, however, that if documentation is

submitted between 9/30 and 2/15, the Unit Member shall receive the stipend, prorated from the date of acceptance of the verification by the Human Resources Department.

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.

H. Bilingual

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

I. Dental

1. Upon proof of medical coverage, Unit Members will not be required to participate in medical coverage. The District shall contribute the full premium of the lowest cost employee selected dental plan offered by HUSD for the "employee only." Unit Members may elect to have additional coverage for dependents. Any additional premium or out of pocket costs will be borne by the unit member.
2. The District shall provide Unit Members with Life and Disability Insurance from the Standard Insurance Company at no charge.

ARTICLE 20 MISCELLANEOUS

A. Summer Work

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

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

C. Personal Property Loss

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

D. Dependent Care

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

E. No Unit Member shall be disciplined for refusing to perform personal errands for other members of the school staff.

F. Unit Members shall not be required to transport children in their own vehicles.

G. Excluding ~~child development programs~~, **Child Development Assistant II-** no Unit Member shall be required to be solely responsible for a classroom of students for a period of time in excess of sixty (60) consecutive minutes. In the event the teacher is absent from the classroom for more than sixty (60) consecutive minutes, the Unit Member shall immediately inform the principal. [Unit members shall receive compensation according to Article 19 section H.](#)

H. For the purposes of layoffs, seniority shall be the date of hire in the appropriate class. In the event current Unit Members have the same date of hire, the order of seniority that currently exists between these Unit Members shall be maintained. Unit members hired on or after July 1, 1990 who are hired on the same date shall have the order of seniority established by lottery.

I. All Unit Members shall be offered First Aid/Til Help Comes (includes basic CPR training) in a combined class every two years.

J. Mentor Program

1. The Union and the District agree to the establishment of a Mentor program. There shall be six (6) mentors. They shall be appointed for a two year term by a committee composed of the Executive Director of Human Resources, one (1) Administrator from Special Education, one (1) Administrator from YEP, and at least one (1) unit representative from each group. This process must be completed within sixty (60) days of the ratification of this contract, or will revert back to the Union Chapter President and Executive Director of Classified Human Resources making the final decision.

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

- YEP – two (2) mentors

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

K. Business Costs

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

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

ARTICLE 23

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. 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.