

**TENTATIVE AGREEMENT**  
**BETWEEN THE**  
**WILLIAM S. HART UNION HIGH SCHOOL DISTRICT**  
**AND THE**  
**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**AND ITS HART CHAPTER #349**

**July 9, 2018**

This Tentative Agreement reflects the full and complete agreement of the California School Employees Association and its William S. Hart #349 chapter (hereinafter "Association") and the William S. Hart Union School District (hereinafter "District") regarding the 2017-2018 Reopener negotiations.

The parties opened the following contracts articles for the 2017-2018 Reopener negotiations:

Article VI - Evaluation

Article VII – Hours

Article VIII – Pay and Allowances/Appendix A

Article X – Health Insurance/Appendix B

Article XII – Vacations/Appendix C

Article XIII - Classifications

Article XIV - Transfers

Article XV - Leaves

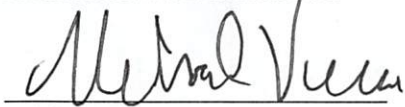
Article XXIV – Discipline and Due Process

This Agreement becomes final upon ratification of the Association membership (pursuant to Association Policy 610) and adoption by the William S Hart Union School Board.

This concludes negotiations for the 2017-2018 school year.

AGREED:

WM. S. HART UNION  
HIGH SCHOOL DISTRICT



Michael Vierra, Ph.D.  
Chief Negotiator for the District

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION



Jessica Morrow  
Labor Relations Representative  
California School Employees Association

WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349 CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION



Chapter President  
CSEA, Chapter 349

**TENTATIVE AGREEMENT**

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Evaluation**

Article VI, Evaluation

Status Quo

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Jessica Morrow, Labor Relations Representative


DATE 12/12/17

WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Kathy Hefferon, President CSEA

DATE 12/12/17

WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
\_\_\_\_\_  
Michael Vierra, Ph.D. Chief Negotiator for the District

DATE 12/12/17

## **TENTATIVE AGREEMENT**

### **William S. Hart Union High School District And CSEA and its William S. Hart Chapter #349 Hours**

#### **Article VII, Hours**

Revise Article VII, Hours, as follows:

- 7.1           **Workweek:** The workweek for unit members assigned to full-time positions shall consist of five (5) consecutive days, or by special agreement, eight (8) hours per day and forty ( 40) hours per seven (7) day period.
- 7.1.1           A unit member may be assigned to a temporary or regular workweek of fewer than five (5) days with a total of forty ( 40) hours in a seven (7) day period. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when directed by the district.
- 7.1.2           **Alternative Workweek:** An alternative workweek for specified classifications during summer/winter breaks or non-student time will be imposed only upon mutual, voluntary agreement between the District and the Association. The District may establish a "4-10" or a "9-80" workweek for all, certain classes, or employees within a class when, by reason of the work location and duties performed by such employees, their services are not required for a workweek of five consecutive days, provided the establishment of such a workweek has the concurrence of the Association.
- 7.1.2.1           **"4-10" Workweek.** When a four-day workweek is established, the overtime rate will be paid for all hours worked in excess of the required workday, which will not exceed 10 hours. Work performed on the fifth, sixth, and seventh days will be compensated for at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.
- 7.1.2.1.1           An employee working an average workday of five hours or less during a workweek will, for any work required to be performed on the sixth or seventh day following the commencement of his/her workweek be compensated for at a rate of pay of the employee designated and authorized to perform the work.
- 7.1.2.2           **"9-80 Work Schedule.** When a 9-hour-per-day, 80-hour-per-2-week work schedule is established, it will consist of nine work days, eight of which will be nine-hour days, and one of which will be an eight-hour day. The overtime rate will be paid for all hours worked in excess of the required work day, which will not exceed nine hours, at a rate equal to one and one-half times the regular rate of pay for the employee designated and authorized to perform the work.
- 7.1.2.2.1           When a 9-hour-per-day, 80-hour-per-2-week work schedule is established, the workweek will be defined in either of two ways, as follows: (1) the workweek will begin on noon Friday and will end at noon the following Friday, with the employee working nine hours each day except on alternate Thursdays when the employee will work the eight hours, and on alternate Fridays when the employee will not work; or, (2) the work week will begin at noon on the other day of the week and shall be defined so that no employee will be required to work more than 40 hours during any given workweek.
- 7.1.2.3           Shift differential compensation, under Article 7 .10 of the CSEA/District Agreement does not apply to alternative workweek schedules.

- 7.1.2.4 For paid time off (vacation, sick leave, personal necessity, etc.) the paid time shall correspond to the regular hours actually relieved and the amount charged against the employee's accrued balance shall be made on the same basis.
- 7.1.2.5 Holidays to which an employee is entitled shall, when observed within an alternate workweek schedule also result in straight-time pay for the number of hours not worked due to the holiday.
- 7.1.2.6 Disputes will be resolved by the employee and supervisor. If not possible, then a dispute may be referred to the Assistant Superintendent, Human Resources and the ~~Chapter Association~~ Chapter President who, through mutual agreement, shall serve as final decision.
- 7.1.2.7 Individual employees may request and shall be granted an exemption from working an alternative schedule.
- 7.2 Workday: The length of the workday shall be designated by the District for each classified assignment under the provisions set forth in this agreement. Each bargaining unit employee shall be assigned a regular and ascertainable minimum number of hours per day, days per week, weeks per month, and months per year. Prior to any and all mandatory shift changes, the District shall meet and consult with chapter president or designee. The District shall provide 30 working days' notice to comply with said changes.
- 7.2.1 The District shall meet and confer on the work calendar and the district shall fully consider the views of CSEA prior to the adoption of a proposed calendar.
- 7.3 Increase in Hours: When additional hours are to be assigned to a part-time position for a period of twenty (20) or more consecutive working days, the supervisor shall consider district-wide seniority in the appropriate class on site as the primary determinant in selecting the unit member who shall receive the additional assignment.
- 7.3.1 When necessary to assign temporary additional hours other than overtime, the additional hours shall be assigned on a rotation basis starting with the most senior unit member in the classification on site. In the event no one on the site accepts the additional hours, the assignment shall be offered District-wide. Additional hours for "classroom only" assignments shall be rotated among campus supervisors and instructional assistants.
- 7.3.2 Unit members may not trade their additional hours opportunity. If a unit member does not wish to accept the additional hours assignment, that assignment will be forfeited.
- 7.4 Summer School: A unit member assigned to a summer school position which is normally within the bargaining unit shall receive, on a pro-rata basis, not less than the compensation and benefits which are applicable to that classification during the academic year. "Benefits" as used in this clause is defined to include sick leave, vacation entitlement, and contributions by the District toward the unit member's PERS program. If sick leave is requested, the unit member shall provide the District with medical verification of the illness or injury upon request. Unit members shall be assigned to serve a summer school period in order of bargaining unit seniority in classification within the District.
- 7.4.1 Assignment of unit members to summer school shall be based on qualifications and experience as related to the job descriptions and qualifications. When experience and qualifications are approximately equal, assignment shall be made on the basis of bargaining unit seniority in the classification in which the employee currently works.
- 7.4.2 Summer school positions shall be posted for a minimum of ten (10) working days at all sites. Such posting may or may not be site specific. The postings shall indicate an application deadline.

7.4.3 From the applications received for summer school openings, an eligibility list of candidates shall be made for each type of position in order of District-wide seniority in the classification in which the employee currently works.

7.4.4 Assignment of unit members to summer school positions shall be from the eligibility lists (in 7.4.3) and by District-wide seniority in the classification in which the employee currently works. Specially trained "Special Circumstance Assistants" shall be given priority to continue working with their severe needs student(s) during summer school hours regardless of classification seniority. When an employee is hired to serve a student(s) with severe needs and circumstances change so that the student(s) no longer requires the additional hours of service and/or special service, the District and Union shall meet and negotiate the reassignment of the employee. There will be no guarantee that the new assignment will have the same number of hours and/or extra service stipend.

7.4.5 For the purpose of determining seniority in classification, or if there is a tie in classification hire date, seniority will then be based on the original hire date in the district. When two or more candidates have equal seniority in original hire date, assignment shall be by lot.

7.5 Overtime: All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the unit member for all overtime work required by the District. Overtime is defined to include any time required by the District to be worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any seven (7) day period whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time, except as noted in Section 7.1.1.

7.5.1 All hours required by the District to be worked beyond the workweek of five (5) consecutive days shall be compensated at the overtime rate for the sixth (6th) and seventh (7th) consecutive days of work.

7.5.2 Custodians/Groundskeepers employed by the District may occasionally have the opportunity to work overtime.

Assignment of overtime shall be on a rotation basis, starting with the most senior unit member in the classification on site.

Custodians/Groundskeepers may not trade their overtime opportunity. If a custodian/groundskeeper does not wish to accept the overtime assignment, that assignment will be forfeited.

When an outside organization utilizes school facilities, custodians/groundskeepers are responsible for opening and closing the facility used. They will also check for damage.

Custodians/Groundskeepers will be on call to help in an emergency, but will not be constantly available to the outside organization. Radios should be utilized for communication. Custodians/Groundskeepers are employed by the District, not the outside organization, and are responsible for performing duties assigned by the District during overtime assignments.

7.6 Notwithstanding the provisions of Sections 7.5 and 7.5.1 above, unit members may, at the discretion of the District, be offered compensatory time off in place of salary payments for required overtime worked. If the unit member elects compensatory time off, the compensatory time shall be taken according to the provisions of Sections 12.9.1 and 12.9.2, Vacation Scheduling. Authorization for compensatory time off in place of salary payments must be received in writing from the unit members supervisor and approved by the District.

7.6.1 Compensatory time shall be earned at the rate of one and one-half (1-1/2) hours of

compensatory time for each one (1) hour of required overtime worked.

- 7.6.2 Accumulated compensatory time shall not exceed forty (40) hours. Should a unit member accumulate over forty (40) hours of compensatory time, the District shall pay the unit member for all hours over forty (40) at the appropriate rate of pay.
- 7.6.3 Should a unit member terminate or retire, any accumulated and unused District authorized compensatory time shall be paid at the appropriate rate of pay.
- 7.6.4 Any accumulated and unused compensatory time not taken or paid for within twelve (12) months of the date(s) earned shall be paid at the appropriate rate of pay.

Overtime Distribution: When overtime is authorized and assigned, it is to be offered to unit members in the job classifications who normally perform the types of work to be done. Such offers shall be made to those unit members currently assigned to the department or work site in which the work is performed. Overtime assignments shall be distributed as equally as possible on a rotating basis, starting with the most senior member using District seniority, in the appropriate job classifications. For rotational purposes only, if an eligible unit member declines the overtime opportunity, the unit member will be treated as if he/she accepted the overtime. A unit member is not eligible for overtime if he/she is working in his/her District position when the overtime would have to be performed. In such situations, the unit member will not lose their place on the rotation list.

- 7.7.1 The District shall maintain records of overtime that is offered to unit members. These records shall be available for unit member inspection upon request of an affected unit member. The quantity of the overtime offered shall not be judged on less than a six (6) month period of time.

- 7.8 Holiday Work: When a unit member is required by the District to work on holidays designated by this Agreement and then no alternate holiday or day off is provided by the District for that unit member, the unit member shall be compensated at time and one-half the regular rate of pay in addition to the regular rate of pay for the holiday. As a result, that unit member shall receive two and one-half (2-1/2) times his or her regular rate of pay for the time required to be worked on the holiday.

- 7.9 Regular Rate of Pay: Is defined to include the unit member's basic monthly or hourly rate, including shift differential and longevity increment, for the unit member's established classification. "Regular rate of pay" as used in this Article does not include other bonuses or additions to the unit member's basic rate of pay.

- 7.10 Shift Differential - Compensation:

- 7.10.1 Swing Shift:

- 7.10.1.1 Any unit member whose assigned work shift commences between 2:00 p.m. and 6:00 a.m. inclusive and who works fifty percent (50%) or more of the work days on this shift in a any monthly pay period shall be paid an additional shift differential of three percent (3%) of the unit members current Step and Range on the salary schedule, except as follows:

- 7.10.1.2 Any unit member who works less than fifty percent (50%) of the work days in this shift in a given month shall receive three dollars and fifty cents (\$3.50) for each day worked in this shift.

- 7.10.2 Night Shift

- 7.10.2.1 Any unit member whose assigned work shift encompasses the hours of 2:00 a.m. through 4:00 a.m. inclusive and who works fifty percent (50%) or more of the work days on this shift in any monthly pay period shall be paid a monthly shift differential premium of fifty-seven<sup>1 8</sup>

dollars and fifty cents (\$57.50) in addition to the shift differential premium referred to and earned in Sections 7.10.1 through 7.10.1.1

- 7.10.2.2 Any unit member who works less than fifty percent (50%) of the work days in this shift in a given month shall receive three dollars and fifty cents (\$3.50) for each day worked in this shift in addition to the shift differential premium referred to and earned in Section 7.10.1.2.
- 7.10.2.3 Unit members working the night shift shall work eight (8) hours, excluding the lunch break.
- 7.10.3 Split Shift
- 7.10.3.1 Any unit member working a split shift with an unpaid break of one and one-half (1-1/2) hours or more and whose assignment continues after 5:00 p.m. for two (2) or more hours and who works fifty percent (50%) or more of the work days on this schedule in any monthly pay period shall be paid an additional shift differential of three percent (3%) of the unit member's current step and range on the salary schedule.
- 7.11 Minimum Call-In Time: A unit member called in to work on a day when the unit member is not scheduled to work shall receive a minimum of a two (2) hour assignment at the appropriate rate of pay under this Agreement.
- 7.12 Standby Time: Standby time is defined as a period of time other than the unit member's normal work time when the unit member is requested by the District to remain at home or other suitable location where the unit member will be available for call in by telephone to respond to emergencies or other District needs.
- 7.12.1 For each full consecutive twenty-four (24) hour period that a unit member is assigned to standby time, the unit member shall be compensated eight (8) hours worked at the appropriate regular or overtime rate under the terms of this Agreement. For each period of standby time of less than twenty-four (24) consecutive hours, the unit member shall be compensated at the appropriate regular or overtime rate for one-third (1/3) of the number of standby hours.
- 7.12.2 Standby time shall only be served when required by the District, but shall be fully voluntary on the part of the unit member.
- 7.13 Call Back Time: Any unit member called back to work after completion of his or her regular assignment shall be compensated for at least two (2) hours work at the appropriate rate of pay.
- 7.14 Lunch Periods: A unit member covered by this Agreement shall be entitled to an assigned, uninterrupted lunch period after the unit member has been on duty for over five (5) consecutive hours. The length of time for lunch shall be not less than thirty (30) nor more than sixty (60) minutes, shall not be counted as a part of the workday, and normally shall be scheduled for full-time unit members near the mid-point of the work shift, except by mutual consent or where special needs of the schedule of a work location shall take precedence on either a permanent or temporary basis.
- 7.15 Unit members who occasionally or regularly are on the road or away from the base work station at the usual lunch period shall take lunch period of the prescribed usual length at the time least disruptive to the specific work assignment and in such a manner as to protect District property under the unit member's care.
- 7.15.1 A unit member may be required by the District to work during lunch period. When a unit member who normally has an assigned lunch period is required to work for not less than six (6) consecutive hours without a lunch period of at least thirty (30) minutes the unit member

shall receive compensation at the rate of time and one-half for the time worked during the lunch period.

- 7.16 Rest Periods: All unit members shall be granted paid rest periods which, insofar as practical, shall be near the middle of each work period at the rate of fifteen (15) minutes for each full four (4) hours worked.

- 7.16.1 When a unit member is entitled to two (2) fifteen (15) minute rest periods as provided above, the rest periods may, upon mutual agreement, be combined into one (1) thirty (30) minute rest period and scheduled to the mutual convenience of the unit member and the District.

- 7.17. Rest Facilities: The District shall not deny unit members the use of District lunchroom, restroom and lavatory facilities.

- 7.18 Declared Emergency:

In the event it is necessary to close one or more of the District's schools due to a Declared emergency, the superintendent or his/her designee shall select one or more of the following provisions regarding work schedules of classified employees.

When it is necessary for the District to close schools due to a Declared Emergency, prior to the beginning of a school day, classified staff shall not work and shall not be paid, unless the State grants a Pupil Attendance Waiver for the day. The workday shall be rescheduled if no waiver is granted. An employee may be paid for a Declared Emergency Day by using a vacation or personal necessity day.

When it is determined that the District will be closed or regular schedules altered because of a Declared Emergency, the following efforts will be made to notify classified employees: District website emergency announcement, local radio and television bulletins or telephone contact from a supervisor or designee at each site.

When a single site is affected by a Declared Emergency, affected classified employees may be temporarily reassigned to other sites or asked to remain on duty as authorized by the Superintendent, Assistant Superintendents or the immediate site supervisor or designee. Any classified employee asked to work during a period of time when all classified employees have been excused from work shall have the option of selecting compensatory time or time and one-half pay.

- 7.19 ~~Work Year for Instructional Assistants and Campus Supervisors: The work year for Instructional Assistants and Campus Supervisors is the same as the number of days that students are in session for the regular school year and for which the District received A.D.A. funding (typically 180 days). These employees~~ All unit members ~~are to receive pay for a full day's work even if the day is shortened, as is the case on early release, late start and minimum days. It is expected that employees will remain on campus for their regular assigned number of hours on shortened minimum days for students. The principal or designee will provide professional development/collaboration activities or other appropriate duties beyond the hours of the shortened class schedule up to the number of hours which the employee normally works. At the conclusion of said activities, employees will be dismissed. In lieu of remaining on campus for designated activities, an employee may choose to take unpaid or other applicable available leave for these hours with administrative approval. If the principal or designee does not assign any duties beyond class times on a shortened day, the employee is entitled to a full day's wage.~~



Tentative Agreement

William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Hours

Article VII, Hours

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Jessica Morrow, Labor Relations Representative


DATE 4/19/2018

WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
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Kathy Hefferon, President CSEA

DATE 4/19/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
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Michael Vierra, Ph.D. Chief Negotiator for the District

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## TENTATIVE AGREEMENT

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Pay and Allowances**

### Article VIII, Pay and Allowances

Revise Article VIII, Pay and Allowances, as follows:

8.0 If any other District employee group receives a salary increase, CSEA will have the right to re-open salary negotiations within 30 days.

8.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of this Agreement. ~~The classified [Hourly/Monthly] Salary Schedule shall increase four percent (4%) for the 2015-2016 school year, retroactive to July 1, 2015.~~

**For the 2017-18 school year only, each unit member will receive a one-time, off-schedule payment equal to two percent (2%) of the unit members' 2017-2018 annual base salary, as of July 1, 2017. Payment will be made to each CSEA unit member employed by the District on the date of this final Agreement. The Agreement is final upon approval by the District's Governing Board.**

The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement. An additional longevity step at 40 years of service will be added to the salary schedule.

8.2 Placement: Upon initial employment or promotion, the unit member shall be given a statement of placement on the salary schedule. New unit members (new employees) shall usually begin on the first step for the classification on the salary schedule. However, new unit members (new employees) with acceptable outside experience shall be given credit for the experience by placement on an added step for each year of experience to a maximum of Step 3. Acceptability of experience shall be determined by the District Director of Personnel.

8.2.1 Step Increases will take effect on the unit member's anniversary date. If an employee is hired on or before the 15<sup>th</sup> of the month, the increase will occur on the 1<sup>st</sup> of the month. If the employee is hired after the 15<sup>th</sup> the increase will occur on the 1<sup>st</sup> of the following month.

8.3 Warrants: Within the normal and customary services provided by the Office of the Los Angeles County Superintendent of Schools, the District shall request that all regular warrants of unit members be itemized to include all deductions, overtime and additional wage benefits accrued as of the date of issue.

8.4 Frequency: All unit members shall be paid twice (2) per month payable as per available payroll profile of the Office of the Los Angeles County Superintendent of Schools. If the normal pay date falls on a Saturday, Sunday or holiday, the warrants shall be issued on the

preceding workday if this service is provided by the Office of the Los Angeles County Superintendent of Schools.

- 8.5 Payroll Errors: Should any payroll error result in insufficient payment of more than ten dollars (\$10) for a unit member, the District shall correct the error and attempt to have a supplemental warrant issued not later than five (5) working days after the unit member provides notice to the District payroll office. Errors resulting in insufficiencies of less than ten dollars (\$10) shall also be corrected but without the necessity of a supplemental warrant.
- 8.5.1 Should any payroll error result in an overpayment to a unit member, the District shall meet with the unit member and work out a repayment schedule agreeable to both parties.
- 8.6 Lost Warrants: Should any warrant for a unit member be lost or stolen after receipt, or any warrant not be received within ten (10) working days of mailing, if mailed, the District shall notify the Office of the Los Angeles County Superintendent of Schools within five (5) working days and shall request a replacement warrant be issued at no cost or charge to any District account. The District does not assume liability in any manner for warrants lost or stolen after receipt by the unit member or placement in the mail. The District does not have any obligation to insure payment beyond delivery of the initial warrant in person or placement in the mail.
- 8.7 Upon the employee's written request the District shall make arrangements with Los Angeles County Office of Education to deposit through the Direct Deposit Program the employee's paycheck to an account designated by the employee, within the parameters established by the county.
- 8.8 Mileage
- 8.8.1 No unit member shall be required to use a private vehicle for school district business.
- 8.8.2 In the event a unit member uses a private vehicle for school district business, the unit member will be reimbursed for mileage at the IRS Standard Rate. The use of private vehicles for school district business is subject to the prior approval of the immediate supervisor. Reimbursement for mileage is subject to the approval of the immediate supervisor.
- 8.8.3 In order to be reimbursed for mileage, unit members must submit a monthly or quarterly request by the fifteenth (15<sup>th</sup>) of the month following the end of the reporting period.
- 8.9 Meals: Unit members who as a result of work assignments are required by the District to have meals away from the District shall be reimbursed for the reasonable and customary cost of such meals. Not included in this clause are errands out of the District where other arrangements may be made by the unit member.
- 8.10 Lodging: Unit members who as a result of work assignments are required by the District to be lodged away from their normal residences overnight, shall be reimbursed for the reasonable and customary cost of such lodging. When possible the District shall assist the unit member in arranging for such lodging and shall arrange payment.
- 8.11 Working Out of Classification

- 8.11.1 Unit members may be required by their supervisors to perform duties other than those fixed and prescribed for their position or reasonably related thereto for up to five (5) working days within a 15-calendar-day period without additional compensation.
- 8.11.2 A unit member may be required to perform duties inconsistent with those regularly assigned to the position for periods of more than five (5) working days within a 15-calendar-day period, provided the unit member's salary is adjusted upward to an appropriate range for the entire period the unit member is required to work out of classification.
- 8.11.3 In no event shall a unit member working out of classification under Section 8.11.2 receive less than five percent (5%) above his/her regular rate of pay.
- 8.11.4 In being temporarily placed at the appropriate higher range, the unit member shall retain the unit member's current step.
- 8.11.5 "Working out of classification" means the unit member is performing a majority of the duties assigned to the classification in which the unit member is temporarily placed.
- 8.12 Auto Damage Compensation
- 8.12.1 The District will reimburse a unit member for damage to a unit member's private vehicle while said vehicle is on District property during work hours. The financial limit of the adjustment shall be \$400 or the amount of the unit member's deductible, whichever is less.
- 8.12.2 There will be a \$10,000 cap for total District liability for vehicle damage in any given school year.
- 8.12.3 The damage must have occurred while the vehicle was parked and unattended by the unit member on District property and in the parking area assigned by the site administrator.
- 8.12.4 The damage must have occurred during the unit member's regular working hours or during the time the unit member was providing assigned or approved voluntary supervision for the District and outside of the normal working hours of the unit member.
- 8.12.5 The unit member must file an official report with the local Office of the Los Angeles County Sheriff within ten (10) days of the incident. The report must describe the actual damage.
- 8.12.6 The unit member must secure two (2) estimates of repair and the work described on the repair estimates must correspond to the description in the report to the sheriff.
- 8.12.7 The unit member must supply the District with a copy of the report to the sheriff and the two (2) estimates within twenty (20) working days of the incident. The District's responsibility shall not exceed the lower of the two (2) estimates.
- 8.12.8 The unit member must provide the District with a signed affidavit stating that the damage occurred as specified in Section 8.12.3 above within (20) working days of the incident.
- 8.12.9 The unit member must sign an agreement with the District to file charges against those

persons causing the damage and to recover damage in court should those causing the damage be identified. The unit member must reimburse to the District any damages recovered, to the extent of payment made by the District.


- 8.12.10 The unit member must agree to return any reimbursement paid by the District should the unit member fail to fully and faithfully comply with any of the above.

### **Tentative Agreement**

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Pay and Allowances**

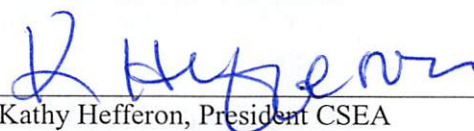
#### Article VIII, Pay and Allowances

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
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Jessica Morrow, Labor Relations Representative

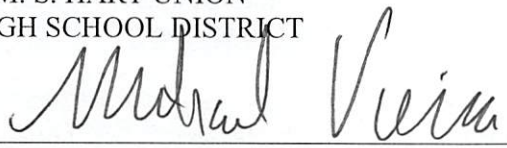
DATE 7/9/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
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Kathy Hefferon, President CSEA

DATE 7/9/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
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Michael Vierra, Ph.D. Chief Negotiator for the District

DATE 7/9/18

## **TENTATIVE AGREEMENT**

**William S. Hart Union High School District  
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CSEA and its William S. Hart Chapter #349  
Health / Appendix B**

### **Article X, Health / Appendix B**

#### **Article X:**

#### **Status Quo**

#### **Revise Appendix B, as follows:**

##### **B.1.0        Health and Fringe Benefits for Unit Members**

**B.1.1        Health benefit plans selected by the District and available to qualified unit members are as follows:**

**B.1.1.1      ~~PERS Health Benefits program~~ Self-Insured Schools of California (SISC)**

**B.1.1.2      Delta Dental ~~7079-1600~~ 7079-1608, dental insurance, as on file with the District.**

**B.1.1.3      ~~SIRMA III~~ Vision Service Plan, Plan B, \$25.00 deductible.**

**B.1.2        Each Qualified unit member may select from any of the health plans available within the ~~PERS~~ SISC Health Benefits Program. Effective ~~January 1, 2010~~ July 1, 2018, the \_\_\_\_\_ District will pay in fringe benefits an amount sufficient to cover the costs of the \_\_\_\_\_ health, vision, and dental insurance plans for which the employee qualified up to \_\_\_\_\_ a benefit cap of ~~\$13,500.00~~ \$14,500 for full time employees hired prior to July 1, 2001. \_\_\_\_\_ For part time employees, ~~hired between January 1, 2001 and June 30, 2009~~, the \_\_\_\_\_ District will cover the prorated cost of benefits as shown on the schedule below.**

Hours Worked	Medical Benefits	
	Percentage	Up to
7 hrs-7 hrs 59 mins	87.5%	<del>\$10,385</del> <u>12,688</u>
6 hrs-6 hrs 59 mins	75.0%	<del>\$8,905</del> <u>10,875</u>
5 hrs-5 hrs 59 mins	62.5%	<del>\$7,420</del> <u>9,063</u>
4 hrs-4 hrs 59 mins	50.0%	<del>\$5,935</del> <u>7,250</u>

B.1.2.1. Effective January 1, 2010 ~~The benefit cap will be the same as full time employee (\$143, 500) for part time employees hired before January 2, 2001.~~

~~B.1.2.2 For all full time employees hired before July 1, 2009, the benefits cap is \$13,500.  
For all full time employees hired after June 30, 2009, the benefit cap is \$10,000.  
For part time employees hired after June 30, 2009, the District will cover the  
prorated cost of benefits as shown on the schedule below:~~

Hours Worked	Benefits	
	Percentage	Up to
7 hrs-7 hrs 59 mins	87.5%	\$8,750
6 hrs-6 hrs 59 mins	75.0%	\$7,500
5 hrs-5 hrs 59 mins	62.5%	\$6,250
4 hrs-4 hrs 59 mins	50.0%	\$5,000

B.1.3 Prior to October 1 of each year the District will provide a brief summary of benefits available to unit members. The summary shall contain a short description of each benefit.

#### B.2.1 Health Benefits for Retirees

B.2.1.0 Retirees receiving health benefits shall notify the District of their current address and status of any dependent. This notification shall be completed by September 1 of each year. Failure to notify the District shall relieve the District of its obligation under this contract. The District shall notify in writing by certified mail past retirees of the section before termination of the District's obligation.

~~B.2.1.1 Health benefits for retirees shall be in conformance with the provisions of The Public Employees' Medical and Hospital Care Act.~~

B.2.1.121 Retirees hired on or before June 30, 2013 shall have been employed by the District for a minimum of ten (10) calendar years. Retirees hired on or after July

1, 2013 shall have been employed by the District for a minimum of fifteen (15) calendar years.

**B.2.1.3.2** ~~While the District is contracting with PERS, the District will pay the minimum amount required under Government Code Sections 22825. In addition, the District shall provide for each retiree and one (1) eligible dependent, if any, a supplement for fringe benefits equal to the cost of Kaiser L.A. Region~~  
Permanente, 2 party, unless the cost of Kaiser ~~L.A. Region~~ Permanente is more than the benefit cap for employees set forth in section B.1.2.2, in which case the maximum benefit will be the benefit cap for employees set forth in section B.1.2.2. Such supplement shall be for the purchase of District fringe benefit programs only.

**B.2.2** The retiree hired on or before December 31, 2012, shall have reached the age of fifty five (55) at the time of retirement. The retiree hired on or after January 1, 2013, shall have reached the age of sixty two (62) at the time of retirement.

**B.2.2.1** Unit members hired before January 1, 2001 will receive full time health care benefits upon retirement from the District with at least 10 years of service pursuant to Appendix B Section B.2.1.2. Unit members hired on or after January 1, 2001, will receive health care benefits in a ratio proportionate to his or her full or part time status, per Appendix B Section B.1.2 of the collective Bargaining Agreement.

**B.3** Retirees Age 65 and Older

**B.3.1** ~~While the District is contracting with PERS, the District contribution for health benefits shall be for the 2004 policy year is \$386.40, for 2005, it is \$580.80, and for 2006, it is \$775.00 providing the retiree retirees from the William S. Hart Union-High School District and participated in the Public Employees Retirement System (PERS).~~

**B.3.1.1** ~~The qualified retiree may pay the difference between the District contribution and the cost of a PERS insurance plan.~~

**B.2.3.1.2** Retirees are not eligible for life insurance.

**B.2.43.1.3** If a unit member becomes disabled and unable to work and chooses to retire between age 50 and 55, and if the retiree has served the District for 10 years or more, the retiree shall be eligible for a supplement for fringe benefits equal to the cost of Kaiser ~~Los Angeles Area Region~~ Permanente one- party coverage.

**B.34** Dental and Vision Insurances for Retirees



B.34.1 Retirees are covered at the District's expense for the dental and vision insurance programs until their 65<sup>th</sup> birthday or until full qualified for Medicare, whichever occurs first.

B.45 Retiree's Excess Cost Payments

B.45.1 The retiree shall make payments to ~~the District-SISC~~ prior to the ~~first~~ 20<sup>th</sup> of each month for the excess costs of health, dental, and/or vision insurance plans selected. Excess costs refer to the costs above the amount of the District's contribution, which will be equivalent to the actual costs of the retiree and one dependent plan chosen by the District.

B.56 Cash in Lieu of Health Benefit

B.56.1 Full time members who opted not to take health benefits  
and who previously received cash in lieu prior to January1,  
2017 from the District and who can provide evidence of coverage elsewhere  
shall be provided the option of receiving \$2,500 in lieu of receiving his/her own  
single coverage.

B.56.2 For all employees who do not opt to take District health insurance, and who  
work less than 7.2 hours per day, cash in lieu will be ~~offered~~ available in in the amount of two thousand five hundred dollars (2,500.00) per year, pro-rated as necessary. Employee must show proof of coverage from another source.

B.67 Section 125 Plan

B.67.1 The District will make available a Section 125 Flexible Benefit Plan.

**Tentative Agreement**

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Article X, Health Insurance / Appendix B**

Article VIII, Pay and Allowances

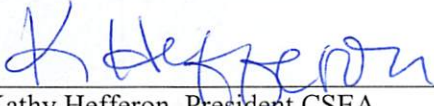
CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Jessica Morrow, Labor Relations Representative

DATE

7/9/18

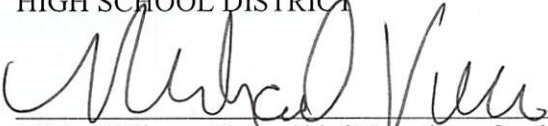
WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Kathy Hefferon, President CSEA

DATE

7/9/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
\_\_\_\_\_  
Michael Vierra, Ph.D. Chief Negotiator for the District

DATE

7/9/18

## TENTATIVE AGREEMENT

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Vacations**

### Article XII, Vacations

Revise Article XII, Vacations, as follows:

- 12.1        Eligibility: All unit members who have completed six (6) months' service as regular probationary or permanent unit members shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis - July 1 - June 30.
- 12.2        Paid Vacation: Except as otherwise provided in this Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where requested by the unit member and approved by the District, the paid vacation may be granted in the fiscal year in which it is earned.
- 12.3        Accumulation: Vacation time shall be earned and accumulated on a yearly basis in accordance with the schedule provided in Appendix C.
- 12.3.1      A unit member may accumulate and carry over into the subsequent fiscal year up to twenty-two (22) days of earned vacation in addition to that which will be earned in the said subsequent fiscal year. Any earned vacation days in excess of twenty-two (22) shall be paid in cash to the employee taken immediately in July or paid for, at the option of the District. ~~Any such days paid shall be at the salary rate in effect prior to July 1.~~
- 12.3.2      Unit members, at the discretion of the District, may opt to have unused vacation earned in the current fiscal year paid out at the end of the fiscal year or carried over to the next fiscal year.**
- 12.4        Part-Time: Unit members whose regular assigned schedule is less than full-time (eight (8) hours per day) shall be credited with vacation leave in the same ratio that their employment bears to full-time employment.
- 12.5        Vacation Pay: Pay for vacation days for unit members shall be the same as that which the unit member would have received had the unit member been in a working status, and shall not include overtime pay.
- 12.6        Vacation Pay Upon Termination: When any unit member, other than probationary, is terminated for any reason, the unit member shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 12.7        Vacation Postponement: If a unit member's vacation becomes due during a period when the unit member is on leave due to illness or injury, the unit member may request that the vacation dates be changed, and the District may grant such request in accordance with vacation dates available at that time.

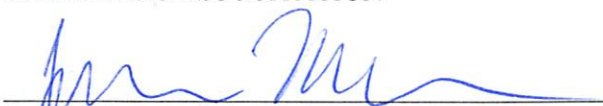
- ~~12.7.1~~ — If for any reason a unit member is not permitted by the District to take all or any part of the unit member's annual vacation, the amount not taken shall, at the option of the unit member, be accumulated for use in the following year or be paid for in cash.
- 12.8        Holidays: When a holiday falls during the scheduled vacation of any unit member, such unit member shall be granted an additional day's vacation with pay for each holiday falling within that period.
- 12.9        Vacation Scheduling
- 12.9.1      Unit members will request a scheduled vacation through their immediate supervisor. Such requests may be granted if in the judgment of the immediate supervisor it will not interfere with the effective operation of the department and is consistent with the needs of the service.
- 12.9.2      Vacations, of one week or more, shall normally be requested at least two weeks in advance except in emergency situations.
- 12.9.3      If there is any conflict between unit members who are working on the same or similar operations as to when vacations shall be taken, the District shall consider seniority and rotation of vacations among the unit members in granting vacation requests.
- ~~12.9.4~~ — ~~Employees who want to carry over vacation days must notify payroll office by June 25.~~
- 12.10       Interruption of Vacation: A unit member shall be permitted to interrupt or terminate vacation leave in order to begin bereavement leave provided by this Agreement without a return to active service, provided the unit member supplies notice and supporting information regarding the basis for such interruption or termination.

#### **Tentative Agreement**

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Vacations**

#### Article XII. Vacations

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
Jessica Morrow, Labor Relations Representative

DATE 4/19/2018

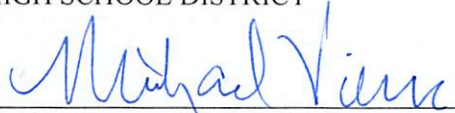
WM. S. HART UNION  
HIGH SCHOOL DISTRICT

CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
Kathy Hefferon, President CSEA

DATE 4/19/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
Michael Vierra, Ph.D. Chief Negotiator for the District

DATE 4-19-18

**APPENDIX C**  
**VACATION TIME**

C.1

<b>Paid Service:</b>	<b>12-Month Employee</b>	<b>11-Month Employee</b>	<b>10.5-Month Employee</b>	<b>10-Month Employee</b>	<b>9-Month Employee</b>
1-5 Years	12 Days	11 Days	10.5 Days	10 Days	9 Days
6-15 Years	15 Days	13.75 Days	13 Days	12.5 Days	11.25 Days
16-19 Years	20 Days	18.33 Days	17.5 Days	16.66 Days	15 Days
20-24 Years	22 Days	20.25 Days	19.25 Days	18.33 Days	16.5 Days
25+ Years	22 Days	22 Days	22 Days	22 Days	22 Days

- C.2 When unit members regularly employed for less than a full fiscal year (twelve months) are required to work extra days or partial days (e.g., summer assignments) such extra paid time, exclusive of overtime, will be included in computing vacation entitlement.

Handwritten signature and initials in blue ink. The signature is a stylized 'm' with a flourish underneath. To the right are the initials 'JH'.

TENTATIVE AGREEMENT

William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Classification

Article XIII, Classification

Status Quo

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Jessica Morrow, Labor Relations Representative


DATE 12/12/17

WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Kathy Hefferon, President CSEA

DATE 12/12/17

WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
\_\_\_\_\_  
Michael Vierra, Ph.D. Chief Negotiator for the District

DATE 12/12/17

## TENTATIVE AGREEMENT

William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Transfers

### ARTICLE XIV –Transfers

Revise Article XXIV, Discipline and Due Process, as follows:

- 14.1 A transfer shall mean the reassignment without examination of a unit member from one position in the unit class to another position in the same unit class or to a position in a similar or related class with the same or lower salary range. A list designating families of classifications shall be recommended and maintained by the Personnel Commission as approved by the District.

Lateral Transfers: When a new position is created within the bargaining unit or an existing position becomes vacant which the District intends to fill, the District shall give primary consideration to qualified unit members serving in the same classification in the District. However, the final selection is within the sole discretion of the District. All such vacancies shall be posted by the District within five (5) working days and for not less than five (5) working days at all work locations and on the District website prior to being filled. Any qualified unit member may apply for transfer to that position by filing a written notice with the Personnel Office of the District within the time specified on the notice.

- 14.1.2 Lateral Transfers: When a new position is created within the bargaining unit or an existing position becomes vacant which the District intends to fill, the District shall give primary consideration to qualified unit members serving in the same classification in the District. However, the final selection is within the sole discretion of the District. All such vacancies shall be posted by the District within five (5) working days and for not less than five (5) working days at all work locations and on the District website prior to being filled. Any qualified unit member may apply for transfer to that position by filing a written notice with the Personnel Office of the District within the time specified on the notice.

~~A unit member on leave or vacation shall have the right to have the Association file a transfer application in the unit member's behalf.~~

- 14.2 A unit member on leave or vacation shall have the right to have the Association Chapter file a transfer application in the unit member's behalf.

~~A transfer shall mean the reassignment without examination of a unit member from one position in the unit class to another position in the same unit class or to a position in a similar or related class with the same or lower salary range. A list designating families of classifications shall be recommended and maintained by the Personnel Commission as approved by the District.~~



- 14.2.1 Consideration shall be given to all requests for transfer which have been properly submitted. When the District intends to transfer a unit member and there are two (2) or more unit members equally qualified in all other respects, the unit member with the greatest seniority shall fill the position. This does not supersede 14.1.
- 14.3 Medical Transfers: A permanent unit member with at least three (3) years of consecutive service in the District, who is determined by the District to be incapable of performing the duties of the unit member's class because of illness or injury shall, at the discretion of the District, be offered duties the unit member is capable of performing.
- 14.3.1 If the class to which the unit member is transferred is a higher class, the unit member shall receive no increase in wage or salary established for the class to which the unit member is assigned.
- 14.3.2 If the class to which the unit member is transferred is a lower class, the unit member shall remain at his/her existing salary for a period of 180 calendar days or until the unit member returns to his/her previous class, whichever occurs first. If the unit member remains at the lower class for longer than the 180 calendar day period, the unit member shall then be paid the lower salary by being placed on the same step of the lower range as previously attained on the higher range (class).
- 14.4 Administrative Transfers: Transfers of unit members on a temporary or permanent basis may be initiated by the District at any time such transfer is in the best interest of the District as defined by the District. A unit member affected by such transfer shall be given notice as soon as administratively practicable; and when possible, a conference will be held between the appropriate management person and the unit member in order to discuss the reasons for the transfer.

#### **Tentative Agreement**

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Transfers**

#### Article XIV, Transfers

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
Jessica Morrow, Labor Relations Representative

DATE

4/19/2018

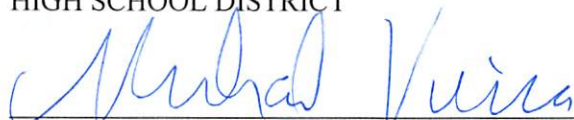
WM. S. HART UNION

HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
Kathy Hefferon, President CSEA

DATE 4/19/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
Michael Vierra, Ph.D. Chief Negotiator for the District

DATE 4/19/18

## TENTATIVE AGREEMENT

### William S. Hart Union High School District And CSEA and its William S. Hart Chapter #349 Leaves

#### Article XV, Leaves

Revise Article XV, Leaves, as follows:

#### 15.1 Bereavement Leave

15.1.1 A unit member has a maximum of five (5) days of leave with pay per bereavement in the event of the death of a member of the unit member's immediate family; said family being defined as: spouse or domestic partner, natural or stepparent, natural or stepparent-in-law, natural or stepbrother or sister, brother or sister-in-law, natural or stepchild, spouse of child, grandchild, grandparent, or other persons regularly residing in the household of the unit member. Also included in this definition shall be any minor child or incapacitated individuals for whom the unit member has primary responsibility or legal guardianship or conservatorship.

15.1.2 The unit member shall file an absence affidavit showing the justification for bereavement leave.

15.2 Jury Duty: The District agrees to grant unit members regularly called for jury duty in the manner provided by law, leave of absence without loss of pay for time the unit member is required to perform jury duty during the unit member's regularly assigned working hours. Unit members so called for jury duty must notify the District of service date(s) upon receiving said notice from officers of the court. The District shall pay the unit member the regular rate of pay. The unit member will reimburse the District by cash or personal check the current per day rate for each day of jury service. Unit members serving jury duty in the local court are required to return to work during any day or portion thereof in which jury duty services are six (6) hours or less. The District may require verification of jury duty time prior to or subsequent to providing jury duty compensation. Any unit member whose regular assigned shift commences at 2:00 p.m. or after and is required to serve more than four (4) hours on jury duty on a given workday, shall be relieved from work with pay for that day.

15.3 Personal Necessity Leave: Each unit member shall be entitled to up to three (3) days of personal necessity leave during a school year without having to indicate the ~~general~~ nature of the personal necessity. It is the intent of this section that unit members understand that ~~such use for personal necessity leave shall conform generally to established guidelines.~~ In the event of abuse, the provisions of Section 15.3.3 shall apply.

All personal necessity leave beyond the three (3) days indicated above ~~shall be subject to the following conditions of approval by the site principal or designee.~~

The Assistant Superintendent, Human Resources shall make available to unit members on their request a list of the types of situations, ~~which the District would generally approve,~~ for the granting of Personal Necessity Leave. (see appendix D).

A unit member desiring advance confirmation of the appropriateness of the Personal Necessity Leave should request confirmation from the Assistant Superintendent, Human Resources at least five (5) workdays in advance of the Personal Leave. The Assistant Superintendent, Human Resources, when practicable, shall inform, within two (2) workdays, the unit member who inquiries regarding the appropriateness or inappropriateness of the leave. Except in cases of verified emergencies, all unit members, whether or not seeking prior confirmation, shall notify the site administrator or designee at least two (2) workdays in advance of the intent to use this leave and the general nature of the personal necessity. Final approval or disapproval of Personal Necessity Leave is the responsibility of the Assistant Superintendent, Human Resources.

- 15.3.1 A member of the bargaining unit may use all days of entitled accumulated sick leave in a school year for personal necessity.
- 15.3.2 Members of the bargaining unit working less than full time shall have all of the benefits enumerated in this Section prorated.
- 15.3.3 The District reserves the right to require the unit member to submit an affidavit or other appropriate verification of the specific nature of the personal necessity in cases of evident abuse.
- 15.4 Military Leave: Unit members shall be granted any military leave to which they are entitled, under law, as classified school employees. Unit members shall be required to request military leaves in writing and supply the District with "orders" and status reports.
- 15.5 Sick Leave
  - 15.5.1 Unit members employed by the District five (5) days per week with full pay for a fiscal year shall be entitled to twelve (12) days' leave of absence for illness or injury, exclusive of days they are not required to render service. Day, as used in this Article, means the unit member's regularly assigned workday, exclusive of overtime. .
  - 15.5.2 Unit members employed less than five (5) days per week and/or less than a full fiscal year are entitled to that portion of twelve (12) days' leave of absence for illness or injury as the number of months they are employed prorates to twelve (12) months and/or the number of days per week they are employed, exclusive of overtime, prorates to five (5) days, whichever one or both may apply.
  - 15.5.3 Credit for any hour(s) or day(s) of illness or injury need not be accrued prior to taking such leave by the unit member and such leave may be taken at any time during the unit member's assigned work year. Unit members shall not be eligible to take more than six (6) days, or the proportionate amount to which they may be entitled under this Article on sick leave, until the first day of the calendar month after completion of six (6) months of active service to the District. A unit member new to the District who transfers in sick leave from another district is eligible to use the transferred leave at any time.
  - 15.5.4 Accumulation: If a unit member does not take the full amount of leave allowed in any one year, the amount not taken shall be accumulated from year to year.

- 15.5.5 Procedures: A unit member absent due to illness or injury must follow procedures established by the District to notify the District of intent to be absent and the anticipated duration of the illness as early as possible.
- 15.5.6 A unit member requesting paid illness or injury leave may be periodically required, at the discretion of the District, to provide medical statements on forms supplied by the District, with any medical cost to be borne by the unit member. Unit members absent for more than five (5) consecutive assigned workdays may be required, at the discretion of the District, to submit a medical release to their immediate supervisor prior to being permitted to return to work. The medical release shall be from a licensed physician.
- 15.5.7 Break In Service: A unit member who is on a paid leave as provided in this Agreement shall continue to receive earned health, holiday, and vacation benefits during such paid leave. These benefits shall not be provided by the District during unpaid leaves.
- 15.5.8 Additional Sick Leave: Each unit member shall be entitled to up to five months of sick leave in addition to sick leave provided in Sections 15.5.1 and 15.5.2. Such additional sick leave shall be compensated at fifty percent (50%) of the unit member's regular rate of pay for the unit member's regularly assigned work schedule. Not more than five months of additional sick leave shall be provided in any one fiscal year. The unit member shall provide the District with medical verification of the illness or injury upon request.
- 15.5.9 Upon retirement, the earned but unused sick leave of any unit member may be converted to retirement credit. The unit member must notify the District of the retirement and request such conversion of sick leave to service credit, no later than six (6) months after retirement.
- Upon retirement, any earned but unused sick leave of any unit member employed by the District 10 or more years that has not been converted to service credit will be awarded the equivalent of the number of hours or days of pay at the current rate of pay in his/her final accounting check not to exceed \$7,500.
- Employees can choose to convert sick leave into service credit, receive a pay-out of hours using guidelines above or a combination of both.
- 15.5.10 Attendance Reward Incentive Program
- Unit members employed for ten (10) months or less, who in a school year use three (3) days or less of sick leave, family illness leave and/or personal necessity leave, shall be credited with an additional five (5) days sick leave at the start of the ensuing school year. Unit members who are eleven (11) month employees who use three (3) days 2.5 hours or less and unit members who are twelve (12) month employees who use three (3) days five (5) hours or less of sick leave, family illness leave, and/or personal necessity leave shall be eligible for an additional five (5) days sick leave. Part-time unit members who qualify shall be credited with a pro-rata share.
- 15.6 Pregnancy Disability: Unit members who are in paid status immediately preceding medically verified pregnancy disability and who return to active employment with the District immediately following the conclusion of (release from) pregnancy disability following childbirth or miscarriage, shall be eligible to receive compensation at their regular rate of pay, charged against available sick leave for the workdays missed during the period of disability, provided that the District receives medical status reports not less

frequently than once each two weeks during the period of disability on forms provided by the District.

- 15.7      Maternity-Child Rearing Leave: The District shall provide unit members, male or female, who are natural or adoptive parents, an unpaid leave of absence for the purpose of rearing the unit member's child. A pregnant member of the unit may begin this leave any time during the pregnancy.

The length of the leave shall be for not more than one (1) year. The unit member may request and shall be granted leave for less than one (1) year. A unit member shall serve in paid status four (4) consecutive semesters to be eligible for each additional leave under this Section.

The unit member shall notify the District of such intent four (4) weeks prior to the anticipated date of the leave.

15.8      Retraining and Study Leave

- 15.8.1      An unpaid leave of absence for study/retraining may be granted to any unit member at the discretion of the District.

- 15.8.2      Such leave of absence may be taken in separate six(6)-month periods or in any other appropriate periods rather than for a continuous one (1) year period provided the separate periods of leave of absence shall be commenced and completed within a three(3)-year period. Any periods of service by the unit member intervening between the authorized separate leave periods shall comprise a part of the service required credit for a subsequent leave of absence for study or retraining purposes.

- 15.8.3      Study and/or retraining leave cannot be granted to a unit member who has not served at least three (3) consecutive years preceding granting of the leave.

- 15.8.4      No more than one study and/or retraining leave of absence shall be granted in each three (3) year period.

- 15.8.5      The District may prescribe standards of service which shall entitle the unit member to the leave of absence.

- 15.8.6      Any leave of absence granted under this section shall not be deemed a break in service for any purpose, except that such leave shall not be included as service in computing service to the granting of any subsequent leave under this type of leave, nor shall a unit member earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

15.9      Industrial Accident and Illness Leave

- 15.9.1      Unit members who sustain an injury or illness arising directly out of and in the course of scope of their employment shall be eligible for a maximum of sixty (60) working days paid leave in any one fiscal year. Industrial accident or illness leave will commence on the first day of absence.

- 15.9.2      When a unit member is absent from duty on account of an industrial accident or illness, the unit member shall submit within the first seven (7) days of leave, a statement from a

licensed physician or other evidence as may be required by the District affirming that the industrial accident or illness does exist and did occur while performing work for the District. The District may require the unit member to submit to a physical examination by a physician selected by the District at any time during the leave, at District expense. The District may, at its option, require the unit member to provide verification of the job relatedness of the accident or illness to the District's compensation insurance carrier and the District may, at its option, accept the carrier's determination of the job relatedness of the accident or the illness.

- 15.9.3 Payment for wages lost on any day shall not, when added to an award granted under the Workers' Compensation Laws of this State, exceed the normal wages for the day. Industrial accident and illness leave will be reduced by one day for each day of authorized absence, regardless of a compensation award made under the Workers' Compensation.
- 15.9.4 When an industrial accident or illness occurs at a time when the full sixty (60) workdays will overlap into the next fiscal year, the unit member shall be entitled to only that amount of the sixty (60) -day allotment remaining at the end of the fiscal year in which the industrial injury or illness occurred, for the same illness or injury.
- 15.9.5 Unit members shall be required to have completed their probationary service in the District to be eligible for industrial accident or illness leave.
- 15.9.6 Industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave will be used. If, however, a unit member is still receiving temporary disability payments under the Workers' Compensation Laws of this State at the time of the exhaustion of benefits under this section, the unit member shall be entitled to use only so much of the unit member's accumulated and available normal sick leave, which, when added to the Workers' Compensation award, provides for a day's pay at the regular rate of pay.
- 15.9.7 Any unit member receiving benefits under this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.
- 15.9.8 When all leaves of absence, paid or unpaid have been exhausted and if the unit member is not medically able to resume regular and normal duties of the unit member's position or if the unit member accepts another position in the District, the unit member's name shall be placed on the reemployment list for a period not to exceed thirty-nine (39) months. At any time, the unit member shall be entitled to reemployment over all other available candidates except those listed on a reemployment list established as a result of layoff for lack of work or lack of funds.
- 15.9.9 The unit member on industrial accident or illness leave shall provide the District with medical clearance for return to normal and regular duties before returning to work. The District may, at its option, require the unit member to submit to an examination by a District-appointed physician prior to returning to work. The District shall pay the costs of the District-appointed physician.
- 15.9.10 Any time a unit member on industrial accident or illness leave is able to return to work under the requirements above, the unit member may be reinstated in a position in the same

class without loss of status or benefits.

15.10 Leave of Absence for Personal Reasons

15.10.1 Bargaining unit members may request unpaid leave of absence for personal reasons. Such leave must be requested in advance, in writing, stating the reason for the request.

15.10.2 The immediate supervisor, with authorization by the Director of Human Resources, may approve the request for unpaid leave of absence for personal reasons, provided that such absence will not, in the sole judgment of the supervisor, disrupt the operation of the District, and provided that where necessary a satisfactory substitute is available.

15.10.3 Unpaid leave of absence for personal reasons shall be granted for not less than one-half (1/2) day, and/or not more than thirty (30) days.

15.10.4 Request for unpaid leave of absence for personal reasons for more than thirty (30) days must be submitted to the Board of Trustees for approval.

15.11 A catastrophic sick leave bank shall be established on July 1, 1991 under the Rules and Regulations of the Classified Service. The Rules and Regulations governing the leave bank and its operation shall first be approved by the Association and the District. Changes and modifications in the Rules and Regulations shall also be subject to such approval. Participants in the catastrophic leave bank must first use all accrued sick and vacation leave available to them (exclusive of difference pay).

15.12 The District will provide leave in accordance with the federal and state provisions of the Family Medical Leave Act and the California Family Rights Act. Employees upon returning from this leave shall be reinstated to the same or comparable job. An eligible employee shall be entitled to a maximum of twelve (12) workweeks of FMLA/CFRA leave in the previous 12 month rolling period.

15.13 Personnel Necessity Family Leave (PNF)

15.13.1 Each unit member shall be entitled to three (3) days each school year for leave due to illness of or injury to a member of the immediate family that are not deducted from sick leave and are non-cumulative from year to year. Immediate family is defined as set forth in section 15.1.1 above.

15.13.2 Family illness shall be taken in hourly units.

15.13.3 Members of the bargaining unit working less than full time shall have this time pro-rated.

15.14 Parental Leave:

A unit member may use his or her sick leave for purposes of the birth of a child of the unit member, or the placement of a child with a unit member in connection with the adoption or foster care of the child by the unit member ("parental leave") for a period of 12 workweeks.

15.14.1 When the unit member has exhausted all available sick leave, and continues to be absent from his or her duties on account of parental leave pursuant to the California Family Right



Act ("CFRA," Government Code 12945.2), the unit member shall receive differential pay for the remaining portion of the 12 workweeks of parental leave.

- 15.14.2 A unit member is not required to have 1,250 hours of service with the employer during the previous 12-month period in order to take parental leave pursuant to this section.
- 15.14.3 Parental leave under this section shall run concurrently with CFRA leave and a unit member will receive one 12-workweek period for parental leave during any 12-month period. The aggregate amount of parental leave taken pursuant to this section and Section 12945.2 of the Government Code shall not exceed 12 workweeks in a 12-month period.
- 15.14.4 The 12-weeks of paid parental leave period shall only be available to members who exhaust all sick leave before or during the 12-week period and shall be reduced by any such period of sick leave taken during the 12-week period of parental leave.
- 15.14.5 The 12-workweek period shall be reduced by any period of sick leave, including accumulated sick leave, taken during a period of parental leave.
- 15.14.6 A unit member shall not be provided more than one 12-week period for parental leave during any 12-month period.

#### **Tentative Agreement**

**William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Leaves**

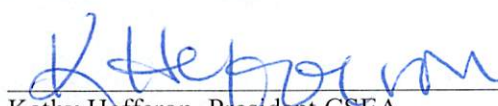
#### Article XV, Leaves

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
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Jessica Morrow, Labor Relations Representative

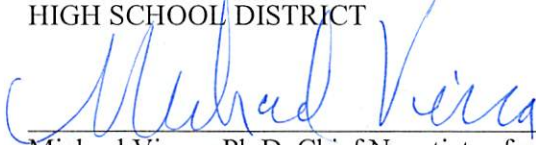
DATE 4/19/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
\_\_\_\_\_  
Kathy Hefferon, President CSEA

DATE 4/19/18

WM. S. HART UNION  
HIGH SCHOOL DISTRICT



Michael Vierra, Ph.D. Chief Negotiator for the District

DATE 4-19-18

## **TENTATIVE AGREEMENT**

### **William S. Hart Union High School District And CSEA and its William S. Hart Chapter #349 Discipline and Due Process**

#### Article XXIV, Discipline and Due Process

Revise Article XXIV, Discipline and Due Process, as follows:

#### **24.0      Causes for Suspension, Demotion, Dismissal**

The tenure of every employee holding a position in the classified service under the provisions of the Act and of these rules shall be during good behavior, and any such person may be dismissed, demoted, suspended, or otherwise disciplined for any of the following causes:

- A. Consumption of alcoholic beverages while on duty, intoxication while on duty, insobriety or unauthorized use of narcotics or habit-forming drugs.
- B. Dishonesty.
- C. Consecutive performance rating of "Unsatisfactory" in the group or groups, in which the employee was rated, provided the ratings are supported by proof of factors on which they are based.
- D. Political activities engaged in by an employee during assigned hours of employment.
- E. Conviction of a serious crime by a court of law; a record of one or more convictions which indicate that the person is a poor employment risk; failure to disclose material facts regarding criminal records; and other false or misleading information on application forms or examination and employment records concerning material matters.
- F. Excessive absences, thereby resulting in disruption and loss of efficiency in the operating unit in which the employee is assigned.
- G. Continuing illness of a disabling nature after exhaustion of sick leave and leave of absence privileges.
- H. Contraction of some infectious disease, or physical ailment, or physical or mental condition such as to incapacitate the employee in the proper performance of the duties of the position.
- I. Incompetency, inefficiency, insubordination, inattention to or dereliction of duty, discourteous treatment of the public or fellow employees, or any other willful or persistent violation of the provisions of the Education Code or rules, regulations or procedures adopted by the Governing Board or the Personnel Commission pursuant to it, provided that upon demand of the accused employee, specific instances must be set forth as to any of the causes enumerated under this heading.
- ~~J. Known membership by the employee in the Communist Party.~~
- ~~K. Violation of any of the provision of Sections 7001 to 7006, inclusive of the Education Code. (Affiliation with the communist Party or other subversive group or party).~~

~~L.~~ ~~KJ.~~ Conduct specified in Section 1028 of the Government Code, added by Chapter 1418 of the Statutes of 1947. (Membership in an organization advocating violent overthrow of the government).

~~M.~~ ~~K~~ Failure to maintain acceptable proficiency in one or more of the prescribed skills or competencies enumerated in the job description, or failure to maintain in full and valid force or affect any license or certificate enumerated in the job description, or failure to maintain insurability by the District's insurance carrier if prescribed in the job description. In the case of failure to maintain in full and valid force or affect any license or certificate, the employee will be notified in writing of the deficiency and shall have five (5) work days to obtain any license or certificate or provide proof of satisfaction to the employer that steps are being taken to obtain license or certificate enumerated in the job description.

~~N.~~ ~~ML.~~ Theft or destruction of District property.

~~N.~~ ~~OM.~~ Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the District.

~~O.~~ ~~PN.~~ Abandonment of position. Absence without authorized leave for five (5) consecutive working days shall constitute prima facie evidence that an employee has abandoned the position.

- 24.1 It is agreed by the parties that the intent of disciplinary action is to be progressive and corrective rather than punitive. Progressive discipline steps may be bypassed if the serious nature of the offense warrants such action. Section 24.3 is expressly excluded from the provisions of Article V, Grievance Procedures.
- 24.2 Discipline may be imposed for just cause only.
- 24.3 The progressive discipline steps shall normally be:
1. Verbal Warning.
  2. Letter of Reprimand. Placed in Personnel File.
  3. Suspension. Placed in Personnel File.
  4. Demotion or Dismissal. Placed in Personnel File.
- 24.4 For unit members facing suspension, demotion or dismissal a pre-disciplinary meeting (Skelly) shall be held with the Assistant Superintendent of Personnel to discuss the possible discipline. At that time the unit member shall be given the opportunity to present mitigating information and shall have the right to a Union representative of his/her choosing.
- 24.5 After the pre-disciplinary meeting the Classified Personnel Office shall send a written notice of the recommended discipline, if any, to the unit member and his/her representative. This written notice shall include the following elements: 1) the discipline intended and the effective date, 2) the specific charges upon which the discipline is based, and 3) the unit member's right to a full evidentiary hearing before the Personnel Commission or their designee (hearing officer).
- 24.6 Nothing shall preclude the District in appropriate cases from removing the unit member from the work site or placing the unit member on paid administrative leave pending completion of the discipline procedure.

Tentative Agreement

William S. Hart Union High School District  
And  
CSEA and its William S. Hart Chapter #349  
Discipline and Due Process

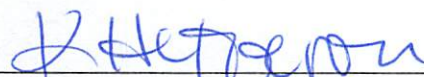
Article XXIV, Discipline and Due Process

CALIFORNIA SCHOOL  
EMPLOYEES ASSOCIATION

  
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Jessica Morrow, Labor Relations Representative

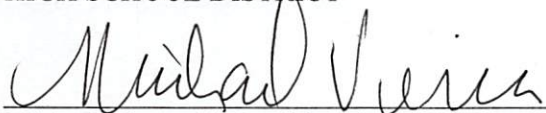
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WM. S. HART UNION  
HIGH SCHOOL DISTRICT  
CHAPTER 349, CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION

  
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Kathy Hefferon, President CSEA

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WM. S. HART UNION  
HIGH SCHOOL DISTRICT

  
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Michael Vierra, Ph.D. Chief Negotiator for the District

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