

Tentative Agreement: HRUSD - CSEA-699

Pending ratification by the association membership and the Board of Trustees.

5/29/2019 2:35 PM

Appendix B - Salary Schedule & Health Benefit Cap

Salary Schedule Increase

A **3.0%** (three percent) general increase to the salary schedule, effective starting with each employee's first paycheck of the 2019-2020 annual payroll cycle.

Additional notes regarding this salary schedule increase:

- If the certificated union negotiates a higher total compensation increase for 2019-2020, including any general salary schedule increase, one-time off-schedule salary augmentation, and/or any increase to the health benefit cap, but not including any targeted salary schedule increase(s) or other non-salary-schedule and/or non-health-benefit form(s) of compensation increase(s), then the classified union's general salary schedule increase for 2019-2020 will be increased to match the total value of the total compensation increase for 2019-2020 negotiated by the certificated union (including only a general salary schedule increase, one-time off-schedule salary augmentation, and/or any increase to the health benefit cap), and this subsequent increase would be applied effective starting with each employee's first paycheck of their 2019-2020 annual payroll cycle.
- The additional contributions made by the district to the PERS retirement system as a result of the total salary schedule increase described above represent the equivalent of a **0.54%** increase to the salary schedule.
- The additional expenditures made by the district for statutory benefits as a result of the total salary schedule increase described above represent the equivalent of a **0.29%** increase to the salary schedule.
- As described above, the overall total increase in compensation to the Association members in this package is the equivalent of a **3.83%** increase to the salary schedule.

Health Benefit Cap

No increase to the health benefit cap for the 2019-2020 school year.

Article 3: Dues Check-Off and Other Payroll Deductions

On 4/30/2019, the parties agreed to the following language:

ARTICLE 3

UNION DUES CHECK-OFF AND OTHER PAYROLL DEDUCTIONS

3.1 Check Off

Any classified employee who has applied for membership shall sign and deliver to the District an authorization for payroll deduction of membership dues, initiation fees, and general assessments by CSEA. Likewise, the District will continue to deduct, upon request by any classified employee, any lawful payroll deduction i.e., insurance premiums, credit union payments, tax shelter annuities, etc. The District shall not permit dues deductions for any other labor organization.

3.2 Maintenance of Membership

Employees in the bargaining unit who are members of CSEA on the effective date of this Agreement must, as a condition of continued employment, retain their membership in CSEA for the duration of this Agreement. Employees who are employed on or after the effective date of this Agreement and who apply for membership in CSEA must, as a condition of continued employment, retain their membership in CSEA for the duration of this Agreement.

3.1 Indemnification

CSEA agrees to pay the District all attorney fees and costs incurred by the District in defending against any court action and/or administrative action arising from the agency shop/fair share fee provisions of this Agreement or their implementation and further agrees to indemnify, defend, and hold harmless the District from and against any liability, costs, expenses (including reasonable attorney's fees), claims, and causes of action in any way related to or arising from the provisions of this Article.

3.2 Payroll Deductions

Organizational security means that an employee of the bargaining unit, as conditions of employment, must either join CSEA or pay a service fee for the duration of this Agreement. CSEA shall have the sole and exclusive right to have membership dues or

service fees deducted from employees in the bargaining unit union members by the District. The District shall not permit dues deductions for any other labor organization. As required by law, when processing payroll, the District will deduct union membership dues, initiation fees, and general assessments as reported to the District by CSEA.

The District shall also deduct, upon request by any classified employee, any lawful payroll deductions and make appropriate remittance for said deductions. Such deductions may include, but not be limited to insurance premiums, credit union payments, savings bonds, charitable donations, tax shelter annuities, or other approved plans or programs jointly approved by CSEA and the District.

The parties to this Agreement acknowledge that CSEA has notified the employer to implement the provisions of Government Code Section 3546(a) requiring as a condition of continued employment, the deduction of CSEA dues or a service fee from the wages or salary of every employee effective January 1, 2001 (hereinafter referred to as "service fee arrangement").

In the event that the "service fee arrangement" is no longer in effect in the negotiating unit, the following organizational security arrangement shall immediately become operative and be implemented by the employer:

Dues Deduction

The District shall deduct dues, in accordance with the CSEA or service fee schedule, from the wages of all employees who are members of CSEA on the date of execution of this Agreement and who have submitted dues authorization forms to the District as reported to the District by CSEA. The District shall not be obligated to put into effect any new or changed deduction until the pay period commencing thirty (30) calendar days or more after the District is notified of such change. The District shall pay to the designated payee within thirty (30) calendar days of the deduction, all sums so deducted.

The District shall notify the CSEA President within fifteen (15) calendar days if any member revokes a dues authorization.

The District shall pay to the designated payee within thirty (30) calendar days of the deduction, all sums so deducted.

CSEA and the District agree that each employee in the bargaining unit shall contribute equally toward the cost of administration of the Agreement by CSEA and for the representation of employees in the bargaining unit by CSEA.

Service Fee

Employees in the bargaining unit who are not members of CSEA on the effective date of this Agreement and employees who hereafter come in to the bargaining unit, shall, either within thirty (30) calendar days of the date of this Agreement of their employment, apply

for membership and execute an authorization for dues deduction on a form provided by CSEA, or in the alternative, the District shall deduct from the salaries of employees not applying for membership, a service fee as set forth in the CSEA service fee schedule.

A service fee shall not be deducted until the employee has been notified of his/her option to pay service fees directly to CSEA.

In the event that an employee revokes a dues or service fee authorization form, or fails to make arrangements with CSEA for the direct payment of service fees, the District shall deduct service fees until such time as CSEA notifies the District that arrangements have been made for payment of such fees.

Religious Objection

Any employee covered by this Agreement that is a member of a religious body whose traditional tenets include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment. However, once such an employee has submitted evidence to the CSEA legal department and the District, which proves that he/she sincerely holds such beliefs, he/she shall be required, in lieu of a service fee, to pay sums equal to such service fee either to a non-religious, non-labor organization or to a charitable fund exempt from taxation under Section 501(c) (3) of Title 26 of the Internal Revenue Code, chosen by the Chapter.

Deductions and Payment of Charitable Contributions

Any employee who belongs to a religious body described herein shall, within thirty (30) calendar days of the date of this Agreement of their employment, present proof to CSEA and the District that he/she is a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to, charitable organizations as defined in the previous section. In the alternative, such employees shall provide proof to the District that such payments have been made on an annual basis as a condition of continued exemption from the requirements of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests the employee organization to use the grievance procedure or arbitration on the employee's behalf, the employee organization shall charge the employee for the reasonable cost of using such procedure.

Article 6: Hours and Overtime

On 4/30/2019, the parties agreed to the following reordering, renumbering, and retitling of sections within Article 6 - Hours and Overtime:

- 6.1 ~~Work Week~~ **Workweek** *(additionally, ensure for consistent usage of this term throughout this section)*
- 6.2 ~~<untitled>~~ **Workday** *(additionally, ensure for consistent usage of this term throughout this section)*
- 6.3 <untitled>
- 6.4 <untitled>
- 6.5 Duty-Free Lunch
- 6.6 Rest Periods
- 6.7 Extra Time**
- 6.8 Overtime**
- 6.9 Overtime - Equal Distribution
- 6.10 Compensatory Time Off**
- 6.11 Minimum Call-In/Call-Back Time**
- 6.12 Turn Down Work**
- 6.13 Summer Assignments for Ten Month Employees**
- 6.14 Hours in Paid Status**
- 6.15 Non-District Sponsored Events
- 6.16 Summer Hours
- 6.17 Holiday Hours
- 6.18 Substitute Hours

On 4/30/2019, the parties agreed to the following language:

6.5 Duty-Free Lunch

All employees covered by this Agreement shall be entitled to an unpaid duty-free lunch period after the employee has been on duty for four (4) hours. The length of time for such lunch period shall be for a period of no longer than one (1) hour or less than one-half (1/2) hour and shall be scheduled for full time employees at or about the midpoint of each work shift. When the work period is not more than five (5) hours, the lunch period requirement may be waived by mutual agreement between the employee and the District.

Any bargaining unit member working four (4) hours or more of his/her daily work schedule after 4:00 p.m. shall be compensated by being provided a thirty (30) minute paid uninterrupted lunch period during which the employee must remain on campus. The employee shall inform his/her supervisor as soon as practical when his/her lunch period is interrupted.

On 4/30/2019, the parties agreed to the following language:

Note: on 6/4/2019, the parties agreed to remove the previously agreed sentence "Failure to comply will result in loss of said extra time compensation." from the new proposed language in each of the following subsections below: 6.7.2, 6.7.3, and 6.7.4. Therefore, this sentence no longer appears in any of those subsections.

6.147 Extra Time

6.7.1 The work week for any classified employee having an average workday of less than eight (8) hours per day, during the work week on a regular basis, shall be compensated at their regular rate of pay up to a cumulative total of no more than eight (8) hours per day; a cumulative total of more than eight (8) hours per day shall be compensated at one and one-half (1½) time the employee's regular rate of pay.

6.7.2 Except in cases of emergency extra time if prior authorization is not possible, all extra time must be pre-approved in writing by the immediate supervisor or designee before the extra time may be worked.

6.7.3 Emergency extra time is defined as a sudden, unexpected occurrence or set of circumstances requiring immediate action. Emergency extra time must be reported to the immediate supervisor in writing by the next business day.

6.7.4 All extra time worked must be submitted to the immediate supervisor by the 1st day of each month on the District approved form.

On 4/30/2019, the parties agreed to the following language:

Note: on 6/4/2019, the parties agreed to remove the previously agreed sentence "Failure to comply will result in loss of said extra time compensation." from the new proposed language in subsection 6.8.4 below. Therefore, this sentence no longer appears in that subsection. Additionally, the parties agreed to strike the same sentence from the preexisting language of subsections 6.8.5 and 6.8.6 below.

6.78 Overtime

6.8.4 Except in cases of emergency overtime if prior authorization is not possible, all overtime must be pre-approved in writing by the immediate supervisor or designee before the overtime may be worked.

6.78.5 Emergency overtime is defined as a sudden, unexpected occurrence or set of circumstances demanding requiring immediate action. Emergency overtime must be reported to the immediate supervisor in writing by the next business day within twenty-four (24) hours of by the employee's next working day. Failure to comply will result in loss of said overtime compensation.

6.8.6 All overtime worked must be submitted to the immediate supervisor by the 1st day of each month on the District/CSEA approved form. Failure to comply may result in loss of said overtime compensation.

6.8.7 A classified employee having an average workday of less than four (4) hours during a work week on a regular basis shall, for any work required to be performed on the seventh (7th) day following commencement of his/her work week, be compensated at a rate equal to one and one-half (1½) times the regular rate of pay.

On 4/30/2019, the parties agreed to the following language:

6.810 Compensatory Time Off

An employee shall have the option to elect to may take compensatory time off in lieu of cash compensation for overtime and/or extra time work by mutual agreement between the employee and the immediate supervisor. Compensatory Earned compensatory time off shall be granted by June 30 of the fiscal year in which it was earned by mutual agreement between the employee and his/her the immediate supervisor. If this is not feasible, the employee shall be paid on or after June 30 for all remaining hours of unused compensatory time. Compensatory time off shall be granted at the appropriate rate of overtime in accordance with Section 6.7 of this Article.

Article 7: Compensation

On 8/7/2018, the parties agreed, via MOU, to the following language changes in Article 7 - Compensation, sections 7.1, 7.5, 7.6, and 7.7 as represented below; Additionally, on 4/30/2019, the parties agreed to add the word "initial" to subsection 7.5.1.2, as indicated below.

7.1 Regular Rate of Pay

The salary schedule shall be negotiated annually during the course of this Agreement. New salary schedules shall be distributed within thirty (30) days of negotiation settlement. The regular rate of pay for each position shall be in accordance with the rates established for each class as provided for in Appendix B. ~~The regular rate of pay shall include any longevity increment required to be paid under this Agreement.~~

7.5 Salary Schedule Placement

7.5.1 The following procedures shall apply to the placement of classified employees upon their initial employment with the District:

7.5.1.1 Upon initial hire, employees will be placed on Step 1 of the appropriate range of the salary schedule in effect on the date of hire except as provided below.

7.5.1.2 Employees with experience in an education setting in a like classification will be granted year for year service credit, not to exceed three (3) years. **for a maximum initial placement of Step 4.**

7.5.1.3 Employees will only be granted credit for experience with a non-educational employer for like job duties. One year of service credit will be granted for each two (2) years of related experience. Under no circumstances will an employee be placed on initial hire above Step 4 on the salary schedule.

7.5.1.4 Years of experience credited under paragraph 7.5.1.2 or 7.5.1.3 above must be within seven (7) years of the application.

7.5.1.5 Step placement shall be made on the basis of verified information provided to the District on the application or at the time of hire.

7.5.1.6 A new employee's first date of service must be on or before the first scheduled workday in January of their first fiscal year of service, as designated on the work year calendar established for the position in which the employee is being hired, in order to advance to the next step of the salary schedule the following fiscal year.

7.5.2 The following procedures shall apply to the placement of existing classified employees upon a change or addition of position(s):

7.5.2.1 Any current employee receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and step of the new class to insure not less than a two and one half percent (2½%) increase as a result of that promotion, ~~except that the employee may be placed on the last step of the appropriate range if that is the maximum allowed for that class~~ up to a maximum placement of Step 7.

7.5.2.2 In the event of a voluntary demotion, the employee shall be placed at the appropriate range of the new class. If the employee has experience in an education setting in a similar and relevant classification, the employee shall be placed at the same step in the new range as the step at which the employee was previously placed in the higher classification being vacated. If the employee does not have experience in an education setting in a similar and relevant classification, the employee shall be placed at the first step of the new range.

7.5.2.3 In the event that a current employee is hired into a new assignment in a different classification, the employee shall be placed at the appropriate range of the new class. If the employee has experience in an education setting in a similar and relevant classification, the employee shall be placed at the appropriate step in the new range based on the employee's years of experience in a similar and relevant classification, up to step four (4). If the employee does not have experience in an education setting in a similar and relevant classification, the employee shall be placed at the first step of the new range.

7.5.2.4 An existing employee's first date of service in a newly obtained position must be on or before the first scheduled workday in January of their first fiscal year in that position, as designated on the work year calendar established for that position, in order to advance to the next step of the salary schedule the following fiscal year.

7.6 **Salary Schedule Advancement**

Following initial placement on the salary schedule within Steps 1-7 for a particular classification, an employee shall advance one step for each year served in that classification, up through Step 7, as prescribed by this Article.

7.67 Longevity

- 7.7.1** On the salary schedule, longevity steps shall be as follows: Thirty-five cents (\$.35) an hour shall be added to the employee's hourly rate of pay beginning the tenth (10th) year of employment. An additional fifty cents (\$.50) per hour shall be added to the basic salary rate of pay beginning the fifteenth (15th) year of employment. An additional one dollar (\$1.00) per hour shall be added to the basic salary rate of pay beginning the twentieth (20th) year of employment. The total longevity added to an employee's basic salary rate shall be one dollar and eighty-five cents (\$1.85) per hour. For the purposes of this subsection, "year of employment" shall be calculated based on the employee's total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held, as clarified by the following subsections.
- 7.7.2** An existing employee who obtains a new, additional, and/or different position shall progress through salary schedule steps 1-7 one year at a time as normal, starting with their initial salary schedule placement for that position. The year after reaching Step 7 in that position, the employee shall advance to Longevity Step 10 in that position if that is at least the employee's tenth consecutive year of service with the District as a represented employee. The year after reaching Step 10 in that position, the employee shall advance to Longevity Step 15 in that position if that is at least the employee's fifteenth consecutive year of service with the District as a represented employee. The year after reaching Step 15 in that position, the employee shall advance to Longevity Step 20 in that position if that is at least the employee's twentieth consecutive year of service with the District as a represented employee.
- 7.7.3** In the event of a voluntary demotion, an employee who was already placed on a longevity step in their preceding higher classification shall be initially placed at that same longevity step in their new lower classification, and will continue to progress on the salary schedule in their new classification on the basis of their total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held.
- 7.7.4** An employee's first date of service upon initial employment with the District must be on or before the first scheduled workday in January of their first fiscal year of service, as designated on the work year calendar established for the first represented position that they held upon initial hire as a represented employee, in order for that year to count towards the calculation of eligibility for longevity steps.
- 7.7.5** In no case shall an employee be placed at a longevity step that is greater than the employee's total number of consecutive years of service with the District as a represented employee in any and all represented position(s) they have held.

On 5/29/2019, the parties agreed to the following language:

7.78 Compensation for Employee Working Out of Classification

An employee shall not be required to perform duties not a part of his/her classification(s) during the employee's regular assigned work hours except as provided in this section.

7.78.1 An employee who is required to perform duties which are not fixed and prescribed for the position by the governing board, unless the duties reasonably relate to those fixed for the position by the governing board, for any period of time ~~which exceeds five (5) working days within a twenty (20) calendar day period~~ shall have his/her salary adjusted upward for the entire period he/she is required to work out of classification.

7.78.2 Bargaining unit members who work in a classification in a higher range other than their contracted classification(s) shall be paid that classification range at the bargaining unit member's step; longevity shall be applied as appropriate. ~~Overtime~~ Extra time and/or ~~extra time~~ overtime rates shall apply as is defined in ~~Article~~ sections 6.7 and 6.168.

Note: Subsequent sections within this article to be renumbered accordingly.

Article 9: Health and Welfare

On 4/30/2019, the parties agreed to the following language:

9.1 Employee Insurance Coverage

The District will provide each eligible regular classified employee an amount not to exceed \$9,000 the health benefit cap as listed on the salary schedule or a ~~pro-ratio~~ proration thereof, depending on the number of hours worked per week, to implement an ~~Internal Revenue Service (IRS) Code Section 125 Plan for~~ health benefit programs offered by the District as listed below:

9.2 ~~Allocation of Funds Through IRS Plan 125~~ Proration of Benefit Cap

The District will provide each employee with health and welfare benefits based on the hours of work per week as stated in 9.2.1 through 9.2.4. Regular employees employed:

Article 12: Leaves

On 4/30/2019, the parties agreed to the following language:

12.1 Sick Leave

12.1.6 Expanded Sick Leave: For the purpose of attending to the illness of a child, parent, spouse or registered domestic partner, an employee may use up to one-half (1/2) of his/her total accrued sick leave in the current year.

12.1.7 A written physician verification shall be required upon return to work, if an employee is absent for ~~more than~~ five (5) or more consecutive ~~days~~ workdays.

On 5/29/2019, the parties agreed to the following language:

12.5 Personal Necessity Leave

12.5.1 An employee may use up to seven (7) days of his/her available sick leave per school year for personal necessity leave.

12.5.2 Personal necessity leave is applicable when the immediate presence of the employee is required or when matters of pressing importance arise which cannot be conducted outside of school or working hours.

12.5.3 Personal necessity leave may not be taken for vacation, recreation, outside employment, or work slowdown or stoppage (concerted activities) ~~except as provided in Section 12.5.4~~.

12.5.4 Employees shall complete a District absence request form specifying the reason for the absence and submit it to their immediate supervisor for approval and signature no later than 8:00 a.m. one (1) business day prior to using personal necessity leave, except if the leave falls under areas enumerated in 12.5.5 below. In those instances, employees will complete the District absence request form the same day they return to work and submit it to their immediate supervisor for approval and signature.

12.5.5 In the event of an emergency in which the required advance written notice was not possible, the immediate supervisor may use administrative discretion when deemed appropriate to approve a request for personal necessity leave with less than the otherwise required advance written notice.

12.5.6 Prior approval is not needed when:

12.5.6.1 The death of a member of his/her immediate family, as defined in 12.7, occurs and when additional leave is required beyond the provisions of bereavement leave.

12.5.6.2 An accident, involving his/her person, or property of the person, or property of a member of his/her immediate family occurs as defined in 12.7.

On 4/30/2019 (light blue and dark blue), and on 5/29/2019 (yellow and gray), the parties agreed to the following language:

12.6 Discretionary Leave

Except for work slowdown, stoppage, or any other concerted activities, or for outside employment, an employee may use up to four (4) days of personal necessity leave per school year at his/her discretion, meaning that the employee will not be required to state the reason for the absence. Discretionary leave is a form of personal necessity leave.

An employee shall earn one (1) additional day of discretionary leave (for a total of five (5) days of discretionary leave) in a given school year if, in the previous school year, that employee used a total of 40% or less of their accrued sick leave for that school year for any purpose, and if the employee did not incur any personal leave during that school year.

Under no circumstances shall any discretionary leave carry over from one school year to the next. Discretionary leave must be used in the school year in which it was accrued or earned.

The employee shall complete a District absence request form and submit it to his/her immediate supervisor for approval and signature a minimum of two business days no later than 8:00 a.m. one (1) business day prior to using discretionary days leave.

Discretionary days leave may not be taken on any of the following days:

- The day before the first day of school
- The first day of school
- The day of a graduation or promotion ceremony
- The last day of school
- The day of any scheduled training or in-service

On 4/30/2019, the parties agreed to the following language:

12.11 Personal Leave

An employee absence that is not provided for under any type of valid paid leave will be designated as personal leave. Personal leave may be requested by an employee in advance, and may be granted at the District's discretion. Personal leave is unpaid leave that results in a full payroll deduction for the duration of the affected absence and is deducted from the employee's service credit towards retirement.

On 4/30/2019, the parties agreed to the following language:

12.12 Other Leaves of Absence

The Governing Board may grant leaves of absence, with or without pay, to persons employed in the classified service of the District. While on such leave, an employee may not engage in other employment outside the District.

On 4/30/2019, the parties agreed to the following language:

12.13 General Provisions Governing Leave No Break in Service

No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence. ~~The Governing Board may grant leaves of absence, with or without pay, to persons employed in the classified service of the District.~~

On 4/30/2019, the parties agreed to the following language:

12.14 Catastrophic Leave

Employees may voluntarily donate up to three (3) days of sick leave to an individual who has exhausted all sick leave, industrial accident and illness leave, vacation and other paid leaves due to a long-term illness or injury. For the purposes of this section, one "day" of donated sick leave shall be equal to the total number of hours per day that the receiving employee is contracted to work. Employees may donate any amount of sick leave, in quarter-hour increments, up to the maximum specified in this section.

On 4/30/2019, the parties agreed to the following language:

12.15 Family Care and Medical Leave

12.15.1 Pursuant to the provisions of Government Code section 12945.2, an employee with more than twelve (12) months of service with the District, and has actually worked (not counting paid or unpaid leave) at least 1,250 hours of service for the District during the immediate previous rolling one (1) year period, has the right to request unpaid leave of absence for up to twelve (12) workweeks within a rolling 12-month period for the purpose of caring for a new baby, a newly adopted baby, or a newly placed foster child (parental leave), or for a child, spouse, or parent with a serious health condition. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the family care and medical leave of absence.

Extended sick leave taken for the purpose of the employee's own serious health condition, other than for pregnancy disability, shall be designated as family care and medical leave. Sick leave taken for purposes of pregnancy, childbirth, or recovery from childbirth is a separate entitlement and shall not be counted as family care and medical leave. Family care and medical leave provided pursuant to this article constitutes the leave rights enumerated in the federal Family and Medical Leave Act of 1993 ("FMLA") and California Family Rights Act of 1991 ("CFRA").

12.15.2 There is no carry-over of unused family care and medical leave similar to the accumulation of paid sick leave; however, the employee shall retain the right to use family care and medical leave of up to twelve (12) workweeks at any time the employee has not used all of the twelve (12) workweeks within the preceding twelve (12) months. For example, if in the preceding twelve (12) months the employee has used no family care and medical leave, the employee may use up to twelve (12) workweeks; but if in the preceding twelve (12) months the employee has used four (4) workweeks of family care and medical leave, the employee shall have the right to use up to eight (8) more workweeks.

12.15.3 For the purposes of this article, the following definitions shall apply. "Parent" shall mean a biological, foster, or adoptive parent, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. "Child" shall mean a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age or an adult dependent child who is incapable of self-care because of a mental or physical disability.

12.15.4 If both parents of a child are employees of the District and are entitled to family care and medical leave, the maximum family care and medical leave that can be taken between the two parents for parenting in connection with the birth, adoption, or foster care of a child (parental leave) is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).

12.15.5 The employee shall provide reasonable advance written notice to the District of the need for family care and medical leave, the date the leave will commence, and the estimated duration of the leave. If the need for this leave becomes known more than thirty (30) days prior to the date the leave is to begin, the employee must provide at least thirty (30) days advance written notice.

12.15.6 If verification is required by the District to validate the serious illness of the child, spouse, parent, or employee, the District may accept written medical verification by the treating physician or licensed medical practitioner. The

District shall not require that the nature of the the health condition be disclosed for the purposes of granting family care and medical leave.

12.15.7 Family care and medical leave is an unpaid leave of absence except for days which run concurrently with paid leave. A bargaining unit member may use any available and applicable sick leave, vacation, extended illness leave, pregnancy leave, and/or compensatory leave, for the purpose of remaining in paid status during the twelve (12) workweeks of family care and medical leave.

12.15.8 Health insurance coverage shall be maintained and paid for by the District at the employee's existing level of coverage for the duration of the leave not to exceed twelve (12) workweeks in a rolling 12-month period if the employee receives health insurance coverage from the District. The District may recover the premium paid for the employee during the leave if the employee fails to return from leave after the period of leave has expired for a reason other than the continuation, recurrence, or onset of a serious health condition that entitles the employee to leave, or other circumstances beyond the control of the employee. The employee remains liable for such premiums paid by the District if he or she fails to return to work when able to do so.

12.15.9 Family care and medical leave shall run concurrently with other leaves provided by this Agreement, except that unpaid leave pursuant to this article and the California Family Rights Act will not run concurrently with paid or unpaid leave for pregnancy disability.

12.15.10 The intent of this section is to comply with the mandatory provisions of Government Code section 12945.2. In the event that the mandatory provisions of Government Code section 12945.2 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Government Code section 12945.2 or its successor shall supersede the provisions of this section.

On 4/30/2019, the parties agreed to the following language:

12.16 Parental Bonding Leave

12.16.1 Pursuant to the provisions of Education Code section 45196.1, an employee with more than twelve (12) months of service with the District is eligible for parental bonding leave for the reason of the birth of a child of the employee, or the placement of a child with the employee in connection with adoption or foster care of the child by the employee. A maximum period of twelve (12) workweeks of parental bonding leave may be taken by an employee within a rolling 12-month period. Using a rolling 12-month period means that the District looks back twelve (12) months from the date the employee begins or requests to begin the parental bonding leave of absence. If both parents of a child are

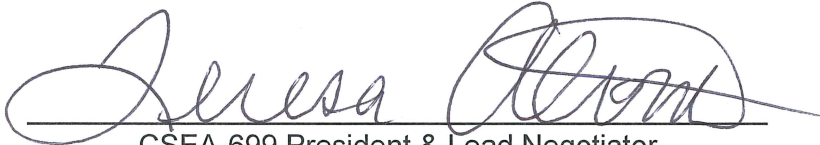
employees of the District and are entitled to parental bonding leave, the maximum parental bonding leave that can be taken between the two parents is a period of twelve (12) workweeks pursuant to Government Code section 12945.2(q).

12.16.2 An employee shall use available sick leave, including accumulated sick leave, for parental bonding leave. When the employee has exhausted all available sick leave, including all accumulated sick leave, and continues to be absent from his or her duties on account of parental bonding leave, the employee shall be compensated at no less than 50 percent (50%) of the employee's regular salary for the remaining portion of parental bonding leave.

12.16.3 Parental bonding leave taken pursuant to this section shall run concurrently with parental leave taken pursuant to Section 12.15 (Family Care and Medical Leave) of this collective bargaining agreement. The aggregate amount of parental leave taken pursuant to this section and Section 12.15 (Family Care and Medical Leave) shall not exceed twelve (12) workweeks within a rolling 12-month period.

12.16.4 The intent of this section is to comply with the mandatory provisions of Education Code section 45196.1. In the event that the mandatory provisions of Education Code section 45196.1 or its successor are substantively altered by the legislature, by court action, or by any other legal means, the mandatory provisions of Education Code section 45196.1 or its successor shall supersede the provisions of this section.

Signatures of Tentative Agreement


CSEA-699 President & Lead Negotiator

6/5/2019
Date

CSEA Labor Relations Representative

Date


HRUSD Superintendent & Lead Negotiator

6/5/2019
Date

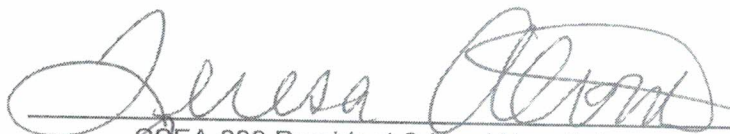
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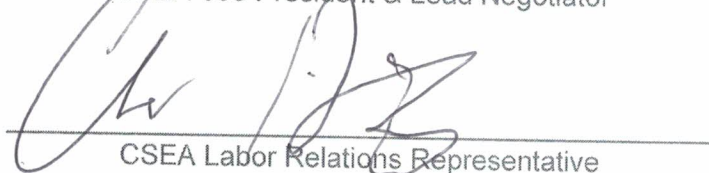
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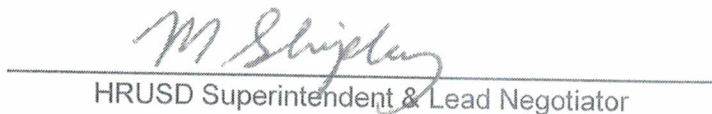
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