

**Hawthorne Federation of Classified Employees and  
Hawthorne School District  
Tentative Agreement  
11/29/18**

**Article 2 Recognition**

2.1 The District confirms its recognition of the Union as the exclusive representative for the unit of classified employees as certified by the California Public Employment Relations Board (PERB) on June 22, 1998, as set forth below. The Unit may be modified in accordance with the rules and regulations of PERB or by mutual agreement of the parties. Any such modifications automatically become a part of this Agreement. (TA 9-18-18)

2.1.1. Bargaining unit members shall include all classified employees. However, excluded from the bargaining unit are all playground supervisors, ~~non-mandated preschool~~ and substitute employees, temporary employees, supervisor, management, and confidential employees including Administrative Assistant to the Superintendent and Secretary III. (TA 9-18-18)

2.2 The employer agrees to deduct the amount of dues certified by the Union as the amount uniformly required of all union members and pay the amount so deducted to the Union. Any unit member who is paying dues through dues deduction may stop making those payments as stated in the Authorization for Dues Withholding from Earnings of the Federation membership form. (TA 10-31-18).

2.2.1 ~~The District will deduct from the pay of the Union members and pay to the Union, the normal and regular monthly Union dues as voluntarily authorized in writing by the employee.~~ All the funds collected by the District as a result of dues deductions shall be remitted to the appropriate financial officer designated by the Union no later than the 15<sup>th</sup> of each month. (TA 9-18-18)

2.2.2 The Union agrees that it will indemnify and hold harmless the District from attorney fees, costs, charges, awards, and damages arising out of any matter commenced against the District related to compliance with this section. ~~and related law.~~ The District will notify the Union in writing of any such matter within seven (7) days of service thereof upon the District. The Union may, at its discretion, determine whether to defend, settle in whole or in part, or appeal such matter. (TA 9-18-18)

2.2.3 Should an individual question the District about the membership issue, the individual will be referred to the Union. (TA 9-18-18)

**Article 3 Organizational Rights**

3.6 The District shall print and deliver to the union one-hundred-fifty (150) copies of this Agreement within reasonable period of time after execution. (TA 8-1-2018)

Replace 3.7 as follows:

3.7 Each work month, the District shall provide the Union, the name, hire date, job title, work location, available telephone number, and home address of unit members monthly; except as provided under Government Code Section 6254.3 (c). (TA 8-27-2018)

3.9 The District will calendar monthly, one (1) hour new member orientation with the union. The location and time of the monthly orientation meeting will be determined by the District and Union. The monthly orientation meeting will be cancelled in any month were no unit members are hired. (TA 8-27-2018)

#### **Article 7 Pay and Allowances**

Maintain contract language. (TA 11-29-18)

Reopening Clause: The Association reserves the right to reopen negotiations during the 18-19 school year, limited to Article 7, Pay and Allowances, should the state enacted budget have material changes in funding to education.

#### **Article 10 Grievances**

Maintain contract language. (TA 11-29-18)

#### **New: Article 13 Vacation**

13.6 Ten (10) and eleven (11) month Instructional Aides and Health Clerks must take earned vacation days during a regular work day, as outlined in 13.3 above. They have the option of using up to five (5) earned vacation days during the winter break, with pay, in exchange for five (5) unpaid flex days scheduled throughout the year. Unit members must submit a PAR form requesting this exchange of days and a Winter Exchange Request form. (TA 11-29-18)

#### **Article 14 Leaves**

Maintain contract language except as follows.

##### **14.1 Sick Leave (Personal Illness and Injury Leave)**

##### **(e) Return to Service**

(3) A Unit member who has experienced a disability absence requiring surgery, hospitalization, or extended medical treatment shall submit, prior to return to active duty, a medical statement ~~indicating an ability to~~ *stating that the unit member is able to* return to the his/her position classification of the unit member ~~without restriction or detriment to the unit member's physical or emotional well being and perform the essential functions of his/her position with or without reasonable accommodation.~~ (TA 8-27-2018)

#### 14.2 Leave for Pregnancy Disability

(b) The length of the pregnancy disability leave of absence, including the date on which the leave shall commence and the date on which the duties are to be resumed, shall be determined by the unit member and the unit member's physician. The unit member shall furnish the District a written statement indicating the above dates. (TA 9-18-18)

~~The District may require a verification of the extent of disability through a physical examination of the unit member by a physician appointed by the District. (TA 9-18-18)~~

#### 14.3 Bereavement Leave of Absence

(b) Immediate family includes mother, father, mother-in-law, father-in-law, *grandmother, grandfather, and grandchild of the unit member or of the spouse or registered domestic partner of the unit member, and the unit member's spouse, registered domestic partner, son, daughter, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, brother or sister of the unit member, or any relative living in the immediate household of the unit member.* (TA 9-18-18)

(c) Bereavement Leave allowance is without loss of salary and is *separate not drawn from and does not count against* Sick Leave allowance and ~~the use of~~ personal necessity leave. (TA 8-27-2018)

~~(d) The use of Bereavement Leave does not deplete Sick Leave credit.~~

#### 14.6 Family Health Care Leave *Family and Medical Leave* (TA 9-18-18)

~~(a) Family Health Care Leave (Family and Medical Leave Act of 1993, P.L. 103.3—A non-paid Family Health Care Leave, not to exceed twelve (12) weeks each year (not to exceed 6 months or 24 weeks within a 24 month period) shall be granted to a permanent unit member upon written request of the employee and approved by the Superintendent designee for care of a member of the immediate family or a newborn or adopted child and for personal illness, under the following conditions:~~

~~(1) The unit member has been employed by the District for a minimum of one (1) year as a permanent full or part time employee;~~

~~(2) The unit member has exhausted the maximum of seven (7) days of personal necessity leave;~~

~~(3) The unit member has exhausted all accumulated and allocated vacation days for the year;~~

~~(4) The unit member has exhausted all sick leave, if the reason for the leave is the health condition of the unit member.~~

~~(b) Request for a Family Health Care Leave must be received by the Director of Human Resources at least one (1) week prior to the requested beginning date of the leave. This deadline may be waived in extenuating circumstances at the discretion of the District. The unit member may elect to use accrued paid leave as part of the "Family Leave Act" leave. With the exception~~

of pregnancy disability leave, all other unit member's federal and state family and medical leaves will run concurrently.

~~(c) — If the unit member fails to return to work after taking Family Health Care Leave, the unit member shall be required to pay back the health insurance premiums paid by the District during the unpaid Family Health Care Leave.~~

~~(d) — A unit member is eligible for only one Family Health Care Leave each 12 month period.~~

~~(e) — During the unpaid Family Health Care Leave, the unit member is entitled to continue to receive full health and welfare benefits under this Agreement to the same level as entitled prior to the leave. In the event the unit member fails to return to work at the expiration of the Family Health Care Leave, the District shall be entitled to recover the cost of the health and welfare benefits paid on the unit member's behalf.~~

~~(f) — Upon expiration of the Family Health Care Leave, and when the unit member returns to work, the unit member is entitled to return to his/her original position~~

~~(g) — The District may require that a unit member provide certification of the unit member's serious health condition or that of a family member.~~

*(a) The provisions of the federal Family and Medical Leave Act of 1993 (FMLA; 29 U.S.C. § 2601, et seq.) and the California Family Rights Act (CFRA; Government Code § 12945.2) are applicable to unit members employed by the District for at least twelve (12) months (which need not be consecutive) who have worked 1,250 hours in the twelve (12) months immediately prior to commencement of the leave.*

*(b) Eligible unit members may take up to twelve (12) workweeks of leave (twenty-six (26) workweeks for military caregiver leave) in a fiscal year, July 1 through June 30, inclusive, for the following reasons:*

*(1) Serious health condition of the employee;*

*(2) Serious health condition of the employee's child, parent, spouse, or registered domestic partner (CFRA only);*

*(3) Birth of a child, or placement of a child in the family for adoption or foster care within twelve (12) months of the birth or placement;*

*(4) Serious illness or injury sustained in the line of duty on active duty by a military servicemember or veteran who is the spouse, child, parent or next of kin of the employee (FMLA and possibly CFRA); or*

*(5) Qualifying exigency arising out of the fact that a spouse, child or parent of the employee is a covered servicemember on covered active duty or has been notified of an impending call or order to covered active military duty (FMLA only).*

(c) *Where the leave is for planned medical treatment or birth of a child, unit members must provide thirty (30) calendar days' notice of the need for leave. For all other reasons and where practicable, the employee shall provide reasonable notice. Unit members shall provide appropriate certification.*

(d) *Eligible unit members must use available paid leaves concurrently with unpaid family leave. Nothing herein shall modify the rules for use of such paid leaves. Entitlement to FMLA leave shall run concurrently with CFRA leave except for pregnancy disability and the military related reasons. Paid parental leave under Section 14.10 shall run concurrently with any entitlement to child-bonding leave under FMLA and CFRA.*

(e) *While on Family and Medical Leave, a unit member shall be entitled to continue his/her health and welfare benefits under the same terms and conditions as if working, including paying any employee portion of the insurance premium. If the unit member fails to return to work after taking Family and Medical Leave, for a reason other than (1) the continuation, recurrence, or onset of a serious health condition that would entitle the unit member to FMLA/CFRA leave or (2) other circumstances beyond the unit member's control, the unit member shall be required to pay back the health insurance premiums paid by the District during any unpaid portion of the Family and Medical Leave.*

#### 14.7 Leave of Absence Without Pay

(a) Leaves of Absence without pay may be granted to a permanent unit member upon the written request of the unit member and the approval of the Superintendent or designated representative, subject to the following restrictions:

(1) Requests shall be made on a PAR form, giving the reason for the request and beginning and ending dates.

(2) The unit member must have exhausted all available paid leave and vacation benefits.

(3) Acceptable Reasons:

(a) Maternity/Paternity (Child Rearing)

(b) Rest and Recuperation (From an Illness)

~~(c) Military duty~~

(c) Travel/Education (TA 9-18-18)

#### 14.8 Industrial Accident or Illness Leave

~~(g) Any unit member receiving benefits as a result of Industrial Accident or Illness Leave shall, during periods of injury or illness, remain in the State of California unless the Board of Trustees authorized travel outside of the state. (TA 9-18-18)~~

#### 14.9 Jury Duty

In accordance with the Education Code section 44037, unit members will be allowed to serve *paid* jury duty as called. *Paid* jury duty service may be limited by the Superintendent to 2% or more of the ~~classified District staff, at a work site,~~ at a time, to facilitate the proper functioning of the schools. (TA 8-27-2018)

New:

#### 14.11 Military Leave

*Unit members shall be entitled to paid and unpaid military leave as provided by state and federal law. Unit members shall give notice of the need for military leave as soon as they receive their orders and shall provide a copy of their orders to the District.* (TA 8-27-2018)

#### Article 18 Health, Welfare and Safety

Maintain contract language.


##### Exhibit D (Health and Welfare Insurance Benefits)

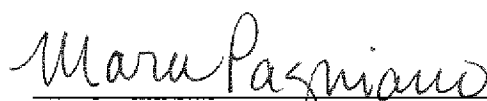
Modify Exhibit D to conform to include updated insurance provider plans and updated dual spousal coverage in Memorandum of Understanding.

#### Article 23 Term of Agreement

This Agreement shall be in full force and effect through June 30, 2021, and thereafter shall continue in effect year-by-year, unless one the parties notifies the other, in writing, no later than April 1<sup>st</sup>, of its request to modify, amend or terminate the Agreement. The Union and the District may reopen negotiations during the 2019-2020 and 2020-2021 school years on salaries and up to two (2) additional articles determined by each party. (TA 9-18-18)

AGREED:

  
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Jose Medina, President  
Hawthorne Federation of Classified Employees

 12/4/18  
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Mara Pagniano, Assistant Superintendent  
Hawthorne School District