

AGREEMENT

BETWEEN

THE LIVERMORE VALLEY
JOINT UNIFIED SCHOOL DISTRICT

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LIVERMORE CHAPTER
LOCAL 1021

JULY 1, 2017 – JUNE 30, 2020

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

LIVERMORE, CALIFORNIA

BOARD OF EDUCATION

Craig Bueno.....President
Charles Rogge..... Clerk
Kate RunyonMember
Chris WenzelMember
Anne WhiteMember
Kelly BowersSuperintendent

SERVICE EMPLOYEES INTERNATIONAL UNION
LIVERMORE CHAPTER
LOCAL 1021

Rick AndersonPresident
Anthony Angoco..... Vice President
James P Daley..... Vice President
Georgia E Angelos..... Secretary/Treasurer
Loretta Sanchez..... Shop Steward
Georgia E Angelos..... Shop Steward

SEIU/LVJUSD 2017-2020 CONTRACT

IN WITNESS WHEREOF the action taken by the Service Employees International Union, Livermore Chapter Local 1021, to ratify this agreement on December 12, 2017, the Union has caused this Agreement to be signed by its President, and in witness of the action taken by the Livermore Valley Joint Unified School District Board of Education to ratify this Agreement at its meeting on the December 12, 2017, the District has caused this Agreement to be signed by its Superintendent.



Rick Anderson
President
Service Employees International Union
Local 1021



Kelly Bowers, Ed.D.
Superintendent of Schools
Livermore Valley Joint Unified School District

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ARTICLE 1: AGREEMENT

This Agreement is made by and between the LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT, hereinafter referred to as "District," and SERVICE EMPLOYEES INTERNATIONAL UNION, LIVERMORE CHAPTER, LOCAL 1021, hereinafter referred to as "Union."

ARTICLE 2: RECOGNITION

- 2.1 The District recognizes the Union as the exclusive bargaining representative for the Maintenance and Operations Unit as described in the Public Employment Relations Board Decision No. SF-R-28B as of October 25, 1981, and will be granted all negotiation rights as provided for under the Rodda Act.
- 2.2 If, during the term of this Agreement, a classification(s) is created which is related to this Unit, said new classification(s) shall be assigned to this Unit. Should there be a dispute over the proper assignment of said new classification(s), the Public Employment Relations Board of the State of California shall be requested to resolve the dispute.
- 2.3 The following classifications are excluded:
- Management – classified
 - Supervisory – classified
 - Confidential – classified
 - Clerical and Instructional Aides – classified
 - Substitutes and Noon Supervisors

ARTICLE 3: DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, administer and control to the full extent of the law.
- 3.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 4: UNION RIGHTS

- 4.1 The Union shall have the right of access before working hours, during breaks, during lunch periods, and after work hours to contact employees.
- 4.2 The Union and its agents, officers or other representatives shall make their presence at any school site known to the site administrator prior to any such meetings.
- 4.3 The Union may use school buildings provided the requirements established to make such use of buildings is satisfactorily met and that any actual costs incurred as a result of such use are reimbursed to the District.
- 4.4 The Union may use the intra-District mail system.
- 4.5 Each job site shall have a designated area to post material of interest to its Union members. A copy of any material posted will be submitted to the Superintendent or his/her designee.
- 4.6 The District shall cause to be printed a copy of the completed Agreement and shall supply the Union with sufficient copies to allow distribution of the Agreement to each employee in the classified service provided that costs for such printing are shared equally between the District and the Union.
 - 4.6.1 The District shall provide a copy of the Agreement and a packet of materials supplied by the Union to new employees on or about their date of hire.
- 4.7 The District will provide a seniority roster of personnel employed by the District on or about November 15 of each year.
- 4.8 The President and Business Representative of the Union shall be provided with a copy of the expanded agenda of Board meetings which will include all matters except those of a confidential nature.
- 4.9 The Union has the right to review, at reasonable times, material in the possession of or produced by the District necessary for the Union to fulfill its role as the exclusive bargaining representative, excluding all confidential material.
- 4.10 The Union may request on a monthly basis a list of new hires in the bargaining unit. The list will show the employee's name, job site, work hours, and date of hire.
- 4.11 The Union may hold a one (1) hour orientation session, once a year, at the conclusion of a District scheduled inservice training.

ARTICLE 5: DUES DEDUCTION

- 5.1 Check Off - The Union shall have the sole and exclusive right to have the Union's usual and customary initiation fee and monthly membership dues deducted for employees in the Bargaining Unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for credit union payments, savings bonds and insurance plans or charities which have been jointly approved by the Union and the District as well as other plans or programs jointly approved by the Union and the District.

Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of February 1, 1995, or within thirty (30) days of the commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a fee in an amount equal to membership dues, initiation fees, and general assessments, payable to the Union in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Union, or authorize payment through payroll deduction, the Union shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168(b) and in the same manner as deducted pursuant to this section. There shall be no charge to the Union for such mandatory agency fee deductions except as provided below.

- 5.1.1 Any Unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting the Union as a condition of employment, shall file a written request to Local 1021 for exemption from said fees. Upon approval from the Union, the Unit member shall pay, in lieu of a service fee, a sum equal to such service fee to one of the following non-religious, non-labor organizations, or charitable fund exempt from taxation under Section 501(C)(3) of Title 26 of the Internal Revenue Code: 1) American Cancer Society Alameda Unit, 2) American Heart Association Alameda, 3) Livermore Education Foundation.

5.1.1.1 Proof of payment and a written statement of objection, along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to this section above, shall be made on an annual basis to the District as a condition of continued exemption from the provisions of this Article. Such proof shall be presented within thirty (30) calendar days of the commencement of assigned duties in each school year. The Union shall have the right of inspection during business hours to review proofs of payment.

5.1.1.2 Any Unit member making payments as set forth in this section and who requests the grievance or arbitration procedures of this Agreement be used in his or her behalf shall be responsible for paying the reasonable cost of using the grievance or arbitration procedures.

- 5.2 The Executive Secretary of the Union shall notify the Superintendent or his/her designee in writing as to the amount of such dues uniformly required by the Union.

- 5.3 Monies withheld by the District shall be transmitted to the Officer designated in writing by the Executive Secretary of the Union as a person authorized to receive such funds at the address specified.
- 5.4 The Union shall indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District regarding any provisions of this section. The Union shall have the exclusive right to decide and determine whether any such claims or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed, but shall consult with the District prior to making any such decision or determination.
- 5.5 The District shall transmit all sums so deducted to the Union designee. Said designee shall be identified by the Union no later than July 1 of each year. In the event the Union designee is changed, the District shall be notified within fifteen (15) days of any subsequent change.

ARTICLE 6: WORKDAY AND WORKWEEK

- 6.1 Persons employed by the District on or before the date of this Agreement shall retain their current Monday-Friday schedules.
- 6.2 The regular workweek shall be five (5) consecutive days of eight (8) hours per day.
- 6.3 Workday - Employees shall normally work an eight (8) hour workday not including a duty-free lunch period of not less than one-half (1/2) hour.
- 6.4 Workweek - The regular workweek of an employee shall be consecutive eight (8) hour days unless the Board establishes workday of less than eight (8) hours or a workweek of less than forty (40) hours.
- 6.4.1 Employees whose workweek is less than forty (40) hours will be offered new permanent positions that may open and would provide said employee with increased hours providing:
- a. The new assignment is within said employee's current classification;
 - b. Said employee vacates their current assignment where there is conflict between hours. In the event there is a lapse of three (3) hours or more between assignments, Article 14, Section 14.6, shall not apply;
 - c. Employee consideration of a new assignment be based on seniority, qualifications and evaluations entered in the employee's personnel file within forty-eight (48) months of the date on which the position in question is established as vacant.
- 6.5 Cafeteria Workyear - The cafeteria employee workyear will be a minimum of one hundred seventy-four (174) days.
- 6.6 Night Employees' Workday - Employees shall normally work a seven and one-half (7-1/2) hour day not including a duty-free lunch period of not less than one-half (1/2) hour.
- 6.7 Night Employees' Workweek - The workweek of a night employee shall be thirty-seven and one-half (37-1/2) hours.
- 6.7.1 Assignment of duties for which differential compensation is designated, other than a temporary assignment of less than twenty (20) working days, shall be made on the basis of seniority among those employees within the appropriate class who request such an assignment.
- 6.7.2 No employee assigned to work a shift entitled to differential compensation shall be demoted in class or grade as a result of such an assignment.
- 6.7.3 An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation if he/she is temporarily, for twenty (20) days or less, assigned to a shift not entitled to such compensation.
- 6.7.4 An employee receiving differential compensation on the basis of his/her shift shall not lose such compensation for the first twenty (20) days of the summer rate.

- 6.7.5 For all purposes, the regular rate of pay of an employee assigned to a shift which provides differential compensation shall be the differential rate.
- 6.8 Lunch Period - Any employee who works at least five (5) hours per day will receive a duty-free period of not less than one-half (1/2) hour. An employee who is required by a supervisor to interrupt his/her lunch/dinner break to perform an assignment shall be provided with another time in the daily work schedule to complete his/her break or have that portion of the lunch/dinner break affected returned to the employee as either compensation or compensatory time.
- 6.9 Rest Period - All bargaining Unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per four (4) hours worked. Such times shall be mutually agreed upon between employees and their supervisors. Rest periods of a total of thirty (30) minutes on evening or special workshifts shall be scheduled to the mutual convenience of the employees and supervisors. Rest periods are a part of the regular workday and shall be compensated at the regular rate of pay for employee.
- 6.10 Overtime
- 6.10.1 Except as otherwise defined herein, overtime is defined to include any work authorized to be performed in excess of eight (8) hours in paid status any one day or forty (40) hours in paid status any workweek.
- Workers shall not be assigned irregular work hours to avoid payment of overtime.
- 6.10.2 The rate of compensation for overtime shall be at least time and one-half (1-1/2) the employee's regular rate of pay.
- 6.10.3 When any full time classified employee is required to work on a Sunday, he/she shall be paid at double the employee's regular rate of pay.
- 6.10.4 If an employee has established an average workday of four (4) hours or more during the workweek, such employee shall be compensated for any work performed on the sixth or seventh day at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay.
- 6.10.5 If an employee has established an average workday of less than four (4) hours during the workweek, such employee shall be compensated for any work performed on the seventh day at a rate equal to one and one-half (1-1/2) times his/her regular rate of pay.
- 6.10.6 Work performed on a holiday designated by this Agreement shall be compensated at triple the employee's regular rate of pay.
- 6.10.7 Right of Refusal - Any employee shall have the right to reject any offer or request for overtime or callback, on call, or call in time except in an emergency. Emergency is defined as an Act of God or threat to life or safety of property, employees and/or students.
- 6.10.8 Callback - A regular full time employee called in to work on a day when he/she is not scheduled to work or called back to work after completion of his/her regular assignment shall be paid a minimum of two (2) hours' pay at time and one-half

(1-1/2) for each such callback providing said succeeding callback(s) cannot be considered as "a need to do the same job twice."

6.11 Compensatory Time Off

6.11.1 When compensatory time off is authorized in lieu of cash compensation, such compensatory time off shall be granted within one (1 year) and must be taken between July 1 and June 30 of each year.

6.11.2 Compensatory time off shall be compensated at the appropriate rate which shall not be less than one and one-half (1-1/2) times the number of hours worked by the employee. The rate of one and one-half (1-1/2) times the hours worked shall apply only after an employee has worked a full eight (8) hour day or in the case of a night employee, seven and one-half (7-1/2) hours.

6.11.2.1 Requests for use of earned compensatory time must be made two (2) days in advance of the date requested.

6.12 Hours Worked - For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

6.13 Work shifts and schedules shall be included in the posting for each position as it becomes open.

6.13.1 The District shall notify the employee of a change in hours at least two weeks before it is to go into effect to afford the employee an opportunity to respond for the purpose of discussing the change. This section shall not require negotiations regarding change in hours.

6.14 Bargaining unit members may work flexible schedules when school is not in session. Each work unit may establish flexible work weeks that meet the needs of the District as well as provide flexibility in scheduling for employees. The work week plans must be submitted to the Superintendent's designee by April 15th of each year to be implemented in mid-June. Details of the proposed plan shall be supported by a majority of affected employees and agreed to by the District.

6.15 Definitions:

6.15.1 Hours: The time worked during any assigned shift. Hours are further defined by a beginning and ending time.

6.15.2 Shift: There are four shifts daily for full time employees, which are defined as day, mid, swing, or night shift. A day shift shall begin between 6:00 a.m. and 8:59 a.m. A mid shift shall begin between 9:00 a.m. and 12:59 p.m. A swing shift shall begin between 1:00 p.m. and 4:59 p.m. A night shift shall begin between 5:00 p.m. and midnight.

6.15.3 Schedule: The days of the week worked.

ARTICLE 7. HOLIDAYS

- 7.1 All employees shall be entitled to the paid holidays listed in the distributed yearly calendar provided they are in a paid status during any portion of the working day immediately preceding or succeeding the Holiday.

In the event that a paid holiday falls on a regular non-work day (not including vacation, PN, or sick day), the employee will observe the paid holiday, on the next regular scheduled workday.

For example: The Martin Luther King, Jr. Holiday falls on a Monday. An employee who works a Tuesday – Saturday schedule will observe the MLK Holiday on the Tuesday after the holiday, since they were not scheduled to work on the actual holiday.

The holidays are agreed to subject to changes in federal and/or state law.

- 7.2 Additional Holidays - Every day declared by the President or Governor of this State as a public fast, thanksgiving or holiday, or any day declared by Governing Board as a holiday shall be a paid holiday for all employees in the Bargaining Unit provided such holidays as declared will result in the closing of all Federal and/or State offices.
- 7.3 Pay for any day of absence under the Holiday Provisions of this Agreement shall be the same as if the employee worked.

ARTICLE 8: VACATION PLAN

- 8.1 Eligibility - All employees in the Bargaining Unit shall earn paid vacation time under this Article. Vacation benefits are earned on a fiscal year basis, July 1 through June 30.
- 8.2 Paid Vacation - Except as otherwise provided in the Article, paid vacation shall be granted no later than the fiscal year immediately following the fiscal year in which it is earned. Where desired by the employee, the paid vacation may be granted in the fiscal year in which it is earned.
- 8.3 Accumulation - Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules.
- 8.3.1 Vacation for all part-time employees shall be prorated in accordance with the regularly scheduled workday.
- 8.3.2 Commencing with the first (1st) year through the fifth (5th) year of service, vacation shall be earned and accumulated at the rate of one (1) day of vacation for each month of service not to exceed twelve (12) days per fiscal year.
- 8.3.3 Commencing with the sixth (6th) year through the tenth (10th) year of service, vacation shall be earned and accumulated at the rate of one and one-half (1-1/2) days for each month of service not to exceed eighteen (18) days per fiscal year.
- 8.3.4 At the completion of ten (10) years of service, two (2) additional days of paid vacation shall be granted not to exceed twenty (20) days per fiscal year.
- 8.3.5 After fifteen (15) years of service, an employee earns one (1) additional day.
- 8.3.6 After twenty (20) years of service, an employee earns two (2) additional days.
- 8.4 Vacation Pay - Pay for vacation days for all Bargaining Unit employees shall be the same as that which the employee would have received had he/she been in a working status.
- 8.5 Vacation Pay Upon Termination - When an employee in the Bargaining Unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated up to and including the effective date of the termination.
- 8.6 Vacation Postponement - If a Bargaining Unit employee's vacation becomes due during a period when he/her or she is on leave due to illness or injury, he/she may request that his/her vacation date be changed, and the District shall grant such request in accordance with vacation dates available at that time. The employee may elect to have his/her vacation rescheduled in accordance with the vacation available at that time.
- 8.7 If, for any reason, a Bargaining Unit employee is not permitted to take all or any part of his/her annual vacation, the amount not taken shall, at the option of the employee, be accumulated for use in the following year.
- 8.8 Holidays - When a holiday falls during the scheduled vacation of any Bargaining Unit employee, such employee shall be granted an additional day's vacation for each holiday falling within that period.

8.9 Vacation Scheduling

- 8.9.1 Vacations shall be scheduled at times requested by Bargaining Unit employees so far as possible within the District's work requirement, based on Seniority within each classification. Manager will determine how many employees can use vacation time simultaneously during a given calendar period in accordance with work requirements.
- 8.9.2 If there is any conflict between employees who are working on the same or similar operations as to when vacations shall be taken, the employee with the greatest Bargaining Unit seniority shall be given his/her preference.
- 8.9.3 Employees will submit their vacation request using the appropriate form (APPENDIX F) by March 1 for the following fiscal year listing their first and second choice for each week requested.

Manager will provide written verification of approved vacation days no later than April 1st.

- 8.9.3.1 Employees who do not submit their form before the March 1 deadline will only have applicable seniority rights in relation to anyone else also submitting vacation requests after March 1, and who have not yet been approved.

Employees who submit a vacation request after April 1 will receive written verification of approved vacation days within 3 days of receipt.

- 8.9.3.2 Newly hired employees hired after March 1 may request their vacation for the current fiscal year within thirty (30) days of the date of hire.

Employees hired after March 1 will receive written verification of approved vacation days within 3 days of receipt.

- 8.10 Interruption of Vacation - An employee in the Bargaining Unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination.
- 8.11 Vacation Carry-Over - Vacation may be accrued for a two (2) year period only unless a longer period is approved by the Board of Education.
- 8.12 Calculation of Vacation - An employee shall earn vacation credit from the first day of the month in which the employee is hired.

ARTICLE 9: GRIEVANCE PROCEDURE

9.1 Day - A day is any day in which the central administrative offices of the Education Center are open for business. The purpose of this Article is to provide a procedure for the equitable resolution of grievances. It is the intent of the parties to encourage as informal and confidential an atmosphere as is possible in the resolution of grievances.

9.2 Grievance - A grievance is defined as an allegation by an employee(s) that there has been a violation, misinterpretation or misapplication of this Agreement.

9.3 Procedure - Grievances shall be handled in the following manner:

9.3.1 Step One - A written request for an informal, personal conference shall be submitted by an employee(s) to his/her immediate supervisor within thirty (30) days after the employee(s) knew or reasonably should have known of the circumstances which form the basis for the grievance.

Within three (3) days after the presentation of the grievance, the supervisor shall meet with the grievant(s) to resolve the matter. Within three (3) days after meeting, the supervisor shall respond to the employee(s). It is the intent of this informal meeting that at least one personal conference be held between the aggrieved employee(s) and the immediate supervisor.

9.3.2 Step Two - If the grievant(s) is dissatisfied with the response from the immediate supervisor, the grievance may be presented in writing to the immediate supervisor within ten (10) days after the receipt of the response. The supervisor shall respond in writing within ten (10) days after the receipt of the grievance. The written grievance shall include:

- a. A statement of the specific grounds of the grievance, including names, dates, and places where necessary for a complete understanding of the grievance.
- b. A listing of the provisions of this Agreement which are alleged to have been violated, misapplied or misinterpreted.
- c. A listing of specific action requested of the employer which will remedy the grievance.

9.3.3 Step Three - If the grievance is not satisfactorily adjusted at Step Two, the grievance may be submitted within ten (10) days after the receipt of the written decision, or within five (5) days of the date on which the response should have been received, to the next level of supervision. Within ten (10) days from the receipt of the grievance, the administrator involved shall meet with the grievant(s) in an effort to resolve the grievance. The administrator shall make a written reply to the grievant(s) within five (5) days after such meeting.

9.3.4 Step Four

9.3.4.1 If the grievance is not satisfactorily adjusted at Step Three, the grievance may be submitted within ten (10) days after receipt of the written decision to the Superintendent or his/her designee. Within five (5) days from the receipt of the grievance, the Superintendent or his/her designee shall meet with the grievant(s) in an attempt to resolve the grievance. Within three (3) days after this meeting, the

Superintendent or his/her designee shall deliver to the grievant(s) the response to the grievance.

9.3.4.2 Arbitration - Within ten (10) days after receiving the decision of the Superintendent or his/her designee or if no decision has been rendered, Local 1021 may request arbitration. Local 1021 shall contact the American Arbitration Association or the State Mediation/Conciliation Service to obtain a list of arbitrators. The parties shall mutually agree to selection of an Arbitrator.

If the parties cannot agree on an Arbitrator within ten (10) days of receipt of the list, they shall then be subject to the Voluntary Rules of the AAA.

Once the Arbitrator has been selected, hearings shall commence at the convenience of the Arbitrator.

The Arbitrator shall at the time of the hearing have available to him/her all documents relating to the grievance and any District records that would be helpful in resolving the problem.

Within thirty (30) days after the conclusion of the hearing, the Arbitrator's decision shall be in writing and shall set forth the Arbitrator's findings of fact, reasoning and conclusions on the issues submitted.

The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the Arbitrator shall be submitted to the Superintendent and the Union and shall be final and binding upon the parties of this Agreement.

Limitations of the Arbitrator - The Arbitrator shall be subject to the following limitations:

The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

The Arbitrator shall have no power to establish salary structures or change any salary. This limitation does not apply to a recommendation to change placement on the salary schedule.

The Arbitrator shall have no power to recommend or resolve:

- a. Any issue arising out of the exercise by the Board and the administration of its responsibilities under the District Rights Section of this Agreement, including the facts underlying its exercise of such discretion;
- b. Issues involving the content of evaluation.

The Arbitrator shall be limited in his/her recommendations to recommend only return to the status prior to the violation, misapplication, or misinterpretation.

The Arbitrator shall have no power to change or recommend change in any practice, policy, or rule of the District nor to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy, rule, or any action taken by the District.

The Arbitrator shall have no authority to usurp the Board's financial rights and responsibilities, but may recommend to the Board to rectify contractual errors that have resulted in loss of compensation to the grievant(s).

If any question arises as to the arbitrability of the grievance, such question shall be ruled upon by the Arbitrator only after he/she has had an opportunity to hear the merits of the grievance.

Expenses incurred by the Arbitrator shall be shared equally by the District and Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdiction limitations upon the Arbitrator in the Agreement.

Either party may request a certified court reporter to record the entire Arbitration hearing.

- a. The cost of the services and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they both mutually agree.
- b. If the Arbitrator requests a court reporter, then the costs shall be shared by both parties.
- c. The court reporter shall deliver a copy of the proceeding to each requesting party as soon as possible.
- d. Cost of copies of the proceeding shall be paid by party(ies) requesting such copy(ies).

Hearings held under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons entitled to be present to attend.

The District and the Union are responsible for the payment of their own representatives and witnesses involved in any grievance hearing.

If the grievance arises from an action of authority higher than the Principal of a school, the employee may present such grievance to the appropriate administrator.

The resolution of a grievance which has the effect of resolving problems for which other bargaining unit employees would have filed, shall also apply to that class of employees.

9.3.5 Step Five: Mediation If Mutually Agreed

9.3.5.1 If the grievance is not resolved to the satisfaction of the grievant at step 4, the exclusive representative or the District may propose that the parties participate in voluntary mediation. Such proposal must be made within five (5) days of delivery to the grievant of the decision of the Superintendent. If the parties mutually agree to mediation, they shall write a joint request to the California State Mediation and Conciliation Service for the appointment of a state mediator. Upon appointment of the mediator, mediation shall be scheduled according to availability of the mediator and the parties.

9.3.5.2 If voluntary mediation did not occur, the Union's appeal to arbitration must be submitted to and received in the Human Resources Department within ten (10) days after receiving the decision of the Superintendent or his/her designee.

9.3.5.3 If voluntary mediation occurred, the Union's appeal to step 6 must be received in the Human Resources Department within ten (10) days after exhaustion of the mediation step. The mediator or either party may submit a notice of exhaustion at any time. The ten (10) day time limitation runs from the date the notice of exhaustion is received by the exclusive representative.

If the parties have not mutually agreed to mediate, or if voluntary mediation is not successful, the Union may appeal to arbitration.

ARTICLE 10: BREAK IN SERVICE

- 10.1 No absence under any paid leave provisions of this Agreement 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.
- 10.2 No period of unpaid absence of less than one hundred twenty (120) calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.
- 10.3 The employee shall earn seniority for the purposes of usage in this Agreement while employed by the District.
- 10.4 Upon return, all time during which an individual is in involuntary, unpaid status shall be counted for seniority purposes not to exceed thirty-nine (39) months except that during such time the individual will not accrue vacation, sick or other leave benefits.

ARTICLE 11: LEAVES

11.1 Sick Leave

11.1.1 Regular employees working on a twelve (12) month schedule are entitled to twelve (12) days of leave of absence for illness or injury. Employees having a work schedule of less than twelve (12) months per calendar year and/or less than eight (8) hours per day are entitled to prorata sick leave based on twelve (12) days for twelve (12) calendar months.

11.1.2 Credit for sick leave of absence need not be accrued prior to taking such leave.

11.1.3 A new employee shall not be eligible to take more than six (6) days proportionate amount to which he/she may be entitled under this Section until the first day of the calendar month after six (6) months of active service with the District.

11.1.4 Permanent employees shall be credited annually with one (1) year's sick leave in addition to that accumulated. Any advance credit for sick leave must be subsequently earned by the employee.

In the event an employee leaves the classified service after having used more sick leave than the total amount earned at the rate of one (1) day per month, the unearned portion shall be deducted from his/her final warrant.

11.1.5 Leave earned but unused in any year under this Article shall be accumulated from year to year.

11.1.6 Leave earned but unused on the date of termination for retirement will be converted in accordance with the rules and regulations of the Public Employee's Retirement System.

11.1.7 A classified employee who was previously employed in another school district and is employed in the District within one (1) year of his/her previous employment shall have transferred the total amount of earned, unused, accumulated sick leave. However, where the employee was terminated as a result of action initiated by the previous employer for cause, such a transfer will be made at the discretion of the Livermore Board of Education. The Board will make the determination of eligibility for this benefit for all such terminated persons on an individual basis.

11.1.8 Pay for any day of absence under this Section shall be the same as the pay the employee would have earned had he/she worked.

11.1.9 An employee shall present to the Human Resources Office a doctor's verification of illness for any absence that occurs after an employee has exhausted his or her accumulated sick leave.

11.1.9.1 The District Human Resources Office may request that an employee provide verification of illness or a medical appointment from a health care professional on the following occasions:

- a. When a unit member claims sick leave for three (3) or more consecutive days or four (4) cumulative days within any thirty (30) calendar day period, and/or
- b. When there is evidence for the District's Human Resources Officer question the appropriateness of the use of sick leave to cover an absence.

11.1.9.2 These situations shall be considered on a case by case basis, and the employee shall be notified in writing in advance of implementing this requirement.

11.1.10 Sick leave shall be used and recorded in whole hour increments.

11.1.11 Except under extraordinary circumstances, an employee shall notify his/her immediate supervisor, or his/her designee, and the absence management system as soon as reasonably possible of the employee's need to be absent. This notification should occur at least one (1) hour prior to commencement of the employee's shift.

11.2 Personal Necessity Leave

11.2.1 An employee may use accumulated sick leave for personal reasons. Personal Necessity Leave is deducted from employee's available sick leave balance. PNL is comprised of seven (7) work days per annum.

11.2.2 Personal Necessity Leave may be used by the employee at his/her election and shall be for something that could not be accomplished at times other than work hours.

11.2.3 Personal Necessity Leave shall be used and recorded in one-hour increments.

11.2.4 Personal Necessity Leave shall normally only be approved in advance.

Exception: In case of an emergency when it is impossible to secure advance approval, applications shall be filed within two (2) days after returning to work.

11.2.5 Applications for Personal Necessity Leave shall be submitted on forms provided and available in the Program Manager's office.

11.2.6 Applications for Personal Necessity Leave shall be submitted to the employee's principal or program manager on forms available in the principal's or program manager's office.

- a. Such forms shall be submitted at least three (3) days prior to such leave being taken. On an emergency basis, a request may be approved by the employee's supervisor with less than the three (3) day notice.

11.2.7 Some guidelines for Personal Necessity Leave:

- a. Business
- b. Family
- c. Legal
- d. Other compelling personal need.

11.3 Bereavement Leave

11.3.1 The District allows three (3) days Bereavement Leave with pay for deaths in the immediate family within the State of California; five (5) days are allowed for deaths within the immediate family outside the State of California.

Additional days for Bereavement Leave with pay, not deductible from sick leave, may be granted only through action by the Superintendent.

11.3.2 Members of the immediate family are defined as follows: mother, father, mother-in-law, father-in-law, employee's or spouse's grandmother or grandfather, son, son-in-law, daughter, daughter-in-law, brother or sister of the employee, husband, wife, grandchild, or any relatives living in the immediate household of the employee.

11.3.3 The District may grant Bereavement Leave for other than those listed above.

11.4 Pregnancy Leave

11.4.1 When an employee is pregnant, she may request, prior to the time of any disability, a leave of absence without pay. The employee requesting said leave shall submit a statement of verification of pregnancy from her physician or practitioner.

During this unpaid leave, the Unit member shall be responsible for payment of all benefit premiums. No paid leave shall accrue when the employee is in unpaid status under this Section. When the employee is disabled due to pregnancy, Sections 2,3,4,5,6 and 7 shall apply as if the employee had not taken the earlier leave.

11.4.2 The employee shall have her physician or practitioner verify the period of time she is disabled and unable to render service to the District as a direct result of the pregnancy.

11.4.3 Pregnancy disability shall be treated as any other disability for which sick leave is granted.

11.4.4 In order to use sick leave for pregnancy disability, the employee shall have been actually rendering paid service to the District and not on any unpaid leave immediately preceding the disability.

11.5 Parental Leave

11.5.1 An employee who has been employed by the district for a minimum of 1 calendar year, elects to raise a child immediately following childbirth or upon adoption of a preschool age child may request Parental Leave. Such a leave shall be with pay as follows:

11.5.1.1 Paid Leave – An employee may elect to use accrued sick leave for twelve (12) weeks of paid parental leave. If an employee exhausts accumulated sick leave prior to the expiration of the 12-week period, they will receive differential pay as per section 11.6 for the balance of the 12-week period (Differential pay is the daily rate for an employee after deducting the cost of a substitute). The

employee may also choose to utilize vacation time during this 12-week paid leave period. If an employee does not have sufficient accrued sick leave or vacation leave, they can choose to receive the 12 weeks as unpaid leave. The employee shall continue to receive Health and Welfare benefits during this leave period.

11.5.1.2 Additional Leave – An employee may request additional parental leave with or without pay, subject to the approval by the Board of Education.

11.5.1.3 In the event that both parents are employed by the District, this leave will be limited for one (1) 12 week period, which may be divided up between both parents as described in the California Code of Regulations Section 11088. (2CCR § 11088)

Employees may have additional rights under the California Family Rights Act (CFRA).

11.5.2 Employees given leaves of absence under this Section shall sign an agreement indicating the length of leave and expiration date.

11.5.3 The District shall notify the employee in writing no less than forty-five (45) days prior to the expiration of the leave requesting verification of employee intent. A copy of said letter shall be considered proof of notification.

11.5.4 The Superintendent shall be given written notice no less than thirty (30) days before expiration date of leave of their intention to return.

11.5.5 Failure to notify the Superintendent shall be interpreted to mean that the employee shall not return and the position is vacant.

11.6 “Differential Leave” is paid leave which is available after the employee exhausts all other forms of paid leave. Differential pay requires a deduction from the employee’s salary based on the difference between the employee’s salary and the salary paid to a substitute employee. Differential leave may last up to a total period of five months, including exhaustion of all other paid leave within that five month period. The premiums for the medical plans will continue to be paid by the District during such Differential Leave. The employee’s supervisor or other management representative may require a doctor’s certification or other proof of illness before allowing payment for extended illness leave.

11.7 Leave of Absence Without Pay

11.7.1 Leaves of absence without pay may be granted by the Superintendent or his/her designated representative for a period of not more than one (1) month and provided such leave does not inconvenience the District.

11.7.2 Leaves of absence exceeding one (1) month may be granted only by the Board of Education. Leaves of absence will not be granted for other employment.

11.7.3 Vacation and sick leave benefits do not accrue during periods of leave of absence without pay.

11.8 Educational or Retraining Leave

- 11.8.1 The governing board may grant leaves with or without pay for the purposes of study or retraining.
- 11.8.2 When the District amends, changes or otherwise alters the skill requirement(s) deemed to be necessary to complete the assigned duties of a position, and when additional training or retraining can reasonably be concluded to be necessary, appropriate training shall be the responsibility of the District. The determination of kinds and methods of training will be made by the District. Where changes in skill requirement(s) are made, the Executive Director of Human Resources shall review the job description of the employee and shall, when appropriate, recommend a change in classification.

11.9 Jury Duty

- 11.9.1 Upon notification of jury duty, the employee shall immediately inform his/her immediate administrator and the Human Resources Office.
- 11.9.2 Employees who are called for jury duty shall be granted leave with pay.
- 11.9.3 Juror's fees, exclusive of mileage received by employee, shall be deposited to the credit of the District.
- 11.9.4 If jury duty requires one-half (1/2) day or less time from the employee's normal duty site, the employee shall return to his/her duty site and, through mutual agreement between employee and site administrator, shall be able to work on matters directly related to employee's assignment.
- 11.9.5 An employee who is absent due to jury duty shall file an absence report with the Human Resources Office for each day or portion thereof that he/she is absent.
- 11.9.6 For late shift personnel: Employees whose work shift extends past 5:00 p.m. shall be relieved from their regular duty with pay when required to serve at least four (4) hours on jury duty in any day.
- 11.9.7 Employees serving less than four (4) hours' jury duty in any day shall report to work as assigned.

11.10 Leave Due to Court Subpoena

- 11.10.1 Whenever an employee is subpoenaed as a witness in a case in which the District is a participant, the employee shall be released for appearance in court without loss of pay.
- 11.10.2 No salary deductions shall be made for absences if the employee is under subpoena in a court case in which he/she is not an interested party.
- 11.10.3 No salary shall be paid in cases where an employee is a voluntary witness appearing in his/her own interests.

11.10.4 Witness fees up to the amount of the employee's daily pay, exclusive of mileage received by the employee shall be deposited to the credit of the District.

11.11 Military Leave

11.11.1 Employees who are members of the Armed Services or other military reserve components may be given military leaves of absence with pay when called to active duty or training exercises. The amount of leave with pay shall be in accordance with the appropriate statutes.

11.11.2 The employee shall submit an order or statement from the appropriate military commander in advance as evidence of such duty where possible. The order or statement must accompany the formal request for leave.

11.12 Industrial Accident and Illness Leave

11.12.1 An employee absent from duty because of industrial injury or illness shall be entitled to industrial accident or illness leave as follows:

11.12.1.1 To be eligible for industrial accident illness leave, an employee must have completed his/her probationary period.

11.12.1.2 A classified employee who is absent from duty because of illness or injury resulting from such accident or condition shall be granted an industrial accident and illness leave. Allowable leave shall be for up to sixty (60) working days in any one fiscal year for each such accident or illness. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next school year, the employee shall be entitled to only that amount remaining at the end of the school year in which the injury or illness occurred for same illness or injury.

11.12.1.3 When an employee is denied payments under this Section and is subsequently granted an award by appropriate authority, he/she shall be entitled to all such payments denied.

11.12.1.4 Part-time classified employees shall receive the same industrial accident and illness leave as full time classified employees.

11.12.1.5 Only absences which are supported by a medical doctor's certificate and have been verified by the State Compensation Insurance Fund to be the result of a work-connected injury or illness will be paid under the industrial leave policy. Any absence that cannot be so verified shall be charged against the employee's personal illness leave or other appropriate leave.

11.12.1.6 Should the employee's absence due to an industrial injury or illness extend beyond sixty (60) days, the employee shall be entitled to use accrued personal illness leave, vacation or other available leave provided by this Agreement or by action of the governing Board.

11.12.1.7 During any period an employee is receiving his/her regular salary from the District he/she is required to endorse over to the District all

temporary disability payments received from State Compensation Insurance Fund. Charges to the employee's leave balances shall be as follows:

- a. Industrial leave shall be reduced by one (1) day for each day of authorized absence regardless of temporary disability payments paid by the State Compensation Insurance Fund.
- b. Personal illness leave and/or vacation leave shall be reduced only by that amount necessary to provide a full day's wage or salary when added to temporary disability benefits.

11.12.1.8 An employee who is absent because of work-connected injury or illness shall not be entitled to receive wages or salary from the District which, when added to temporary disability benefits, shall exceed his/her full salary during the period of his/her absence. Periods of such leave shall not be considered a break in service.

11.12.1.9 When all available paid leaves have been used and the employee is unable to return to work, the employee may petition the Board of Education for additional paid or unpaid leave. The Board may grant leave at its discretion at such rate as it may prescribe.

11.12.1.10 When all available leaves of absence, paid or unpaid have been exhausted and if the employee is not medically able to assume the duties of his/her position, he/she shall, if not placed in another position, be placed on a reemployment list for a period of thirty-nine (39) months. When available during the thirty-nine (39) month period, he/she shall be employed in a vacant position in the class of his/her previous assignment over all other available candidates except for a reemployment list established because of lack of work or lack of funds in which case he/she shall be listed in accordance with appropriate seniority regulations.

11.12.1.11 Industrial leave shall be granted from the first day of disability.

11.13 Union Leave

The District agrees to provide one hundred twenty (120) hours in release time for Union officials to attend Union functions provided that substitutes are not required and it is understood between the parties that such leave is being granted at no cost to the District.

11.14 Political Leave

11.14.1 Leave without pay shall be granted to any permanent employee who is appointed or elected as a member of the State Legislature. During such leave of absence the employee may remain a part-time employee as may be mutually agreed upon with the Board of Education.

11.14.2 Unless otherwise agreed on prior to taking leave, employees returning from such full time leave shall be entitled to return to the same position held at the time the leave was granted and shall receive the salary to which he/she would have been entitled had the employee remained an employee of the District.

11.14.3 Employees shall return to the District within six (6) months of leaving office.

11.15 Personal Leave

11.15.1 Employees shall be entitled to one (1) personal leave day per year and shall not be deducted from any sick leave or any leave bank as established by this Agreement.

11.15.2 One day of unused Personal Leave may be carried over for use only in the year following the year in which it is earned.

11.15.3 Applications for Personal Leave shall be submitted to the employee's principal or program manager on forms available in the principal's or program manager's office. Such forms shall be submitted at least three (3) days prior to such leave being taken.

11.16 Voluntary Leave

11.16.1 Leaves of absence exceeding one (1) month may be granted only by the Board of Education. At the completion of a voluntary leave which does not exceed ninety (90) calendar days, the employee shall be entitled to return to the position from which the leave was taken providing the date of return is declared at the time the leave is requested. When the leave exceeds ninety (90) calendar days, the employee shall be returned, at the end of said leave to a position in his/her regular classification without loss of benefits. The term, benefit, as used herein, shall be deemed to include the number of previously assigned hours, workyear and wages while in paid status.

11.16.2 No leave which is voluntary shall exceed one (1) year in duration.

11.17 Rights Upon Termination of Leave

Additional leave for non-industrial accident or illness:

Reemployment preference:

11.17.1 A permanent employee of the classified service who has exhausted all entitlement to sick leave, vacation, compensatory overtime or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The Board may renew the leave of absence, paid or unpaid, for two (2) additional six (6) month periods or such lesser leave periods that it may provide but not to exceed a total of eighteen (18) months.

11.17.2 An employee, upon ability to resume the duties of a position within the class to which he/she was assigned, may do so at any time during the leaves of absence granted under this Section and time lost shall not be considered a break in service. He/she shall be restored to a position within the class to which he/she was assigned and if at all possible, to his/her position with all rights, benefits and burdens of a permanent employee.

11.17.3 If at the conclusion of all leaves of absence, paid or unpaid, the employee is still unable to assume the duties of his/her position, he/she shall be placed on a reemployment list for a period of thirty-nine (39) months.

11.17.4 At any time, during the prescribed thirty-nine (39) months, the employee is able to assume the duties of his/her position, he/she shall be reemployed in the first vacancy in the classification of his/her previous assignment. His/her reemployment will take preference over all other applicants except for those laid off for lack of work or funds under Section 45298 of the Education Code in which case he/she shall be ranked according to his/her proper seniority. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.

11.17.5 This Section shall apply to districts that have adopted the merit system in the same manner and effect as if it were a part of Article 6 (commencing with Section 45240 of this chapter.)

11.18 Catastrophic Leave

“Catastrophic illness or injury” means an illness or injury that is expected to incapacitate the employee for an extended period of time, requires the employee to take time off from work for an extended period of time, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

“Eligible Leave Credits” means vacation leave and sick leave accrued to the donating employee.

1. The employee who is suffering from a catastrophic illness or injury requests that eligible leave credits be donated and provides verification of catastrophic injury or illness as required by the District Superintendent. Participants shall be required to submit a doctor’s statement indicating the nature of the illness or injury and the probable length of absence from work.
2. The District shall determine whether the employee is unable to work due to the employee’s catastrophic illness or injury.
3. The employee has exhausted all his or her paid leave credits including vacation, sick leave and differential pay.
4. No employee may donate sick leave credits unless they have a minimum of fifteen days of accumulated leave credits and may donate only days in excess of fifteen days.
5. All transfer of sick leave credit shall be in 8 hour increments. All transfer of sick leave credit is irrevocable.
6. An employee who receives paid sick leave pursuant to this section shall use any leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this section.
7. The maximum amount of donated leave credit that may be used under this section shall be 90 days.
8. Catastrophic leave credits shall not be used for illness or disability which qualify the participant for Worker’s Compensation Benefits.

9. The Union shall assist in circulating requests for donations.

11.19 Family and Medical Care Leave

11.19.1 Employees shall be entitled to take family and medical care leave in accordance with state and federal law, which leave shall be coordinated with existing leave provided pursuant to this article and pursuant to the Education Code.

11.19.2 Family and Medical Care Leave shall be available for:

11.19.2.1 The employee's own serious health condition;

11.19.2.2 Birth, adoption or foster care of a child;

11.19.2.3 Care of a seriously ill member of the employee's immediate family. Immediate family is defined as parent, spouse or child.

11.19.3 An employee who utilizes his/her FMLA leave to care for a member of his/her immediate family who is suffering from a serious health condition, may exhaust sick leave during the period of this FMLA leave. Exhaustion of sick leave for this purpose shall occur after exhaustion of personal necessity and personal leave.

11.19.4 "Immediate Family" is defined as parent, spouse or child for purposes of this article only.

11.19.5 "Serious health condition" is defined as an illness, injury, impairment, or physical or mental condition that involves either of the following:

11.19.5.1 Inpatient care in a hospital, hospice, or residential health care facility.

11.19.5.2 Continuing treatment or continuing supervision by a health care provider.

11.19.5.3 Examples of serious health conditions include but are not limited to: cancer, heart attacks, strokes, severe respiratory conditions, spinal injuries, emphysema, severe arthritis, severe nervous disorders, and Alzheimer's.

11.19.6 Family and Medical Care Leave shall be limited to 12 weeks and shall be without pay with health benefits. If an employee exhausts any form of paid leave during the period of FMLA leave, as permitted or required under the provisions of Article 11, his/her entitlement to 12 weeks of FMLA leave shall be reduced by the amount of leave he/she exhausts. Family Medical Care Leave may run concurrently with other paid leaves for which you are eligible.

ARTICLE 12: EVALUATIONS

- 12.1 Probationary Employees - Probationary employees who are newly hired shall be evaluated at the end of the fifth (5th) and eleventh (11th) months of their probation by their designated supervisor. Contained in the evaluations at the end of the eleventh month is to be a statement as to whether or not the employee shall be recommended for permanent status.
- 12.2 Permanent Employees - Except as provided in this Article, the service evaluation reports for each permanent employee shall be submitted to the Executive Director of Human Resources annually. Performance evaluations shall be performed annually on the employee's anniversary date. A permanent employee who is promoted shall be evaluated at two (2) months and five (5) months.
- 12.3 Procedure for Evaluating Employees
- 12.3.1 Each employee is to be evaluated by his/her designated supervisor. The designated supervisor may consult with the person who assigns, checks and supervises more of the work of the employee than any other person before completion of the evaluation.
- 12.3.2 Evaluations shall be made in a joint conference between the employee and his/her supervisor. They will discuss the performance requirements for the position. When the evaluation is unsatisfactory in any area, the supervisor shall make specific recommendations for improvement.
- 12.3.3 A copy of the evaluation will be given to the employee at the conference. The employee will indicate his/her knowledge of the evaluation by signing the form.
- 12.3.4 The evaluation will be forwarded to the Assistant Superintendent of Personnel on the appropriate form.
- 12.3.5 Any employee who is dissatisfied with the performance evaluation he/she has received from the assigned administrator may request a review of the rating by the Executive Director of Human Resources.
- 12.3.6 After a review of the evaluation, if the employee is dissatisfied with the evaluation, he/she may prepare a written response which shall be attached to the evaluation and placed in the employee's personnel file.
- 12.3.7 If job performance justifies, a special evaluation may be given at times other than the annual performance rating by the immediate supervisor. Said evaluation shall provide definitive information regarding areas of strength or weakness referred to therein.
- 12.3.8 When the special evaluation is negative, specific recommendations for improvement shall be made and a time of further review stated. All special evaluations shall be accomplished in accordance with the provisions of this Article.

12.4 Personnel File

- 12.4.1 Each employee shall possess the right to examine all evaluations that will be filed in the personnel file maintained in the District Office. Verification of that examination shall be by signature on the evaluation.
- 12.4.2 Any evaluation of a derogatory nature shall not be entered or filed unless and until the employee is given notice and an opportunity to review and comment thereon. Any employee shall have the right to enter, and have attached to any such derogatory statement, his/her own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose without salary reduction.
- 12.4.3 Employees shall possess the right to have copies of evaluations included in their personnel file made available to him/her. A reasonable fee may be charged for more than one copy of the material provided.
- 12.4.4 The employee shall have the right to authorize in writing a representative to examine the employee's file and to obtain copies of evaluations in the personnel file. The member will hold the District blameless in the case of misrepresentation.
- 12.4.5 No adverse action shall be taken against the employee based upon materials which are not in the personnel file.
- 12.4.6 Any person who places written material or drafts written material for placement in any employee's file shall sign the material and signify the date on which such material was drafted. Any written materials placed in a personnel file shall indicate the date of such placement.

ARTICLE 13: COMPLAINT PROCEDURES

- 13.1 Any complaint regarding an employee made to a member of the administration by any parent, student or other person which does or may influence the evaluation of an employee shall be discussed with the employee.
- 13.2 Should either the involved employee and/or the District representative feel that there should be a meeting concerning the complaint, a meeting shall be scheduled with the complainant and the District representative and the employee shall participate. By mutual agreement of both parties, the employee may be accompanied by a conferee of his/her choice.
- 13.3 Prior to the meeting outlined in paragraph 2 above, the employee shall have the opportunity to contact and meet with the complainant in an attempt to resolve the matter.
- 13.4 Any written material resulting from complaints shall be signed and dated.
- 13.5 The employee shall have the right to respond to such material or to request a review by the Executive Director of Human Resources. Should the Executive Director of Human Resources determine that the material will be placed in the personnel file, the employee may request a meeting with the Superintendent.
- 13.6 The Superintendent shall determine if he/she sustains the action of the Executive Director of Human Resources or may order the complaint excluded from the personnel file.
- 13.7 If the Superintendent makes an adverse determination, the employee shall be entitled to a hearing before the governing board. The hearing may be open, at the election of the employee. The determination of the board to exclude or include material in the personnel file shall be final.
- 13.8 Should the governing board determine that the material will be placed in the personnel file, the employee may make a written response and have his/her response attached to the material.

ARTICLE 14: PAY AND ALLOWANCES

- 14.1. The District agrees to maintain step and column movement on the salary schedule and to allow normal movement on the schedule for the duration of this Agreement.
- 14.2 Effective July, 2017 all SEIU unit members shall receive an increase 3.0% in salary schedules.

The parties agree to reopen the contract on the issue of compensation for the 2018-2019 school year.

For the 2017-2018 and 2018-2019 school years, salary schedule percentage adjustment, one-time payments, or benefit improvements shall not be lower than negotiated with any other bargaining unit.

The prior contracts called for the following:

- 14.2.1 For the 2015-2016 and 2016-2017 fiscal years, the salary schedule shall be increased, in accordance with the "me too" clause, by 4.25%, retroactive to July 1, 2015.

Of this total, 2.75% shall be an on-going salary increase and a 1.5% shall be for 2015-2016 and 2016-2017 fiscal years.

The district agrees to the continuance of the 1.5% beyond June 30, 2017.

Additionally, \$400 will be added to the District contributions to active member's health care, as spelled out in Article 16.1. This will be ongoing.

Effective September 16, 2015, the salary schedule shall be increased by 4.25%, retroactive to July 1, 2015.

- 14.2.2 Effective July 1, 2014, the salary schedule shall be increased by 2.58%. The salary schedule shall remain the same for the duration of this Agreement, unless modified as a result of negotiated agreement.
- 14.2.3 Effective July 1, 2008, the salary schedule shall be increased by 2.0% retroactive to July 1, 2008.
- 14.2.4 Effective January 1, 2009, the salary schedule shall be increased by 2.0%.
- 14.2.5 Effective July 1, 2009, the salary schedule shall be increased by .53%.
- 14.2.6 Effective after the close of business on June 30, 2011, the salary schedule shall be increased by the funded percentage increase in the Base Revenue Limit (BRL) actually received by the District for 2010-2011, minus 1%. The funded increase in the Base Revenue Limit is defined as the difference in funding per unit of average daily attendance actually funded by the state and received by the District. Any additional ongoing funding for equalization or deficit reduction shall be included. In no event will salaries automatically be reduced if the result of the calculation is negative.

Example: If the funded BRL for 2009-2010 is \$5,500 per ADA and in 2010-2011 the funded BRL increases by a 3.5% COLA, \$192.50, and additionally

the state provides a 1% in deficit reduction funding, \$55.00 per ADA, the salary schedule would be increased by 3.5%. This represents the increased funding of 4.5% of the BRL, minus 1%, for a net salary increase of 3.5% to be applied after the close of business June 30, 2011.

14.3 The salary schedule shall be set forth in Appendix D which is attached hereto and incorporated into this Agreement.

14.3.1 As of July 1, 2014, the following modifications will be made to the salary schedule:

Groundskeeper Class – move from range 16 to 17
Warehouse Worker Class – move from range 16 to 17
Skilled Trades Worker Class – increase range 21 by 5%
Skilled Trades Worker Foreman Class – increase range 22 by 5%

14.3.2 As of July 1, 2015, the following modifications will be made to the salary schedule:

Warehouse Worker Class – move from range 17 to 18
Skilled Trades Worker Class – increase range 21 by 5% over 2014-2015
Skilled Trades Worker Foreman Class – increase range 22 by 5% over 2014-2015

14.4 The increased cost of PERS, Workers' Compensation and Unemployment Insurance will be paid by the District.

14.4.1 The District agrees to implement the program known as the Employer "PERS Pick-up." This plan shelters the employee's contribution to PERS for tax purposes at no cost to the employer.

14.5 All employees in the Bargaining Unit shall be paid once per month payable on the last working day of the month. If the normal payday falls on a holiday, the paycheck shall be issued on the preceding workday.

14.6 Any employee in the bargaining unit who is required to travel between worksites shall be reimbursed at the mileage rate set by the IRS, which rate shall become effective as of July 1st of each year. The first increase shall become effective on July 1, 1994. The amount due shall be payable in a separate warrant drawn once a month.

14.6.1 Employees who work at two or more school sites will be allowed fifteen (15) minutes paid travel time to travel from one site to another. This travel time shall not be considered part of a paid break or a duty free lunch period. Travel time shall be paid at the regular hourly rate if performed within the regular work day for the assigned shift or at the overtime rate if the travel occurs at a time when the employee would normally be paid at the overtime rate.

14.7 Any employee who as a result of work assignment must have meals away from the District shall be reimbursed for the cost of such meals upon submission of appropriate receipts. Prior approval, if possible, is required for such meals.

14.8 Any employee in the Unit who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging

upon submission of appropriate receipts. Prior approval, if possible, is required for such lodging.

14.9 Longevity pay shall be continued in accordance with the following:

14.9.1 Five percent (5%) of base salary beginning with the eleventh (11th) year of employment in the District.

14.9.2 An additional five percent (5%) of salary beginning with the sixteenth (16th) year of employment in the District.

14.9.3 An additional five percent (5%) of salary beginning with the twenty-first (21st) year of employment in the District.

14.9.4 An additional five percent (5%) of salary beginning with the twenty-sixth (26th) year of employment in the District.

14.9.5 An additional five percent (5%) of salary beginning with the thirty-first (31st) year of employment in the District.

14.9.6 Longevity pay shall be determined by the initial employment date of a classified employee whether full or part-time.

14.10 Work-out-of-Class - An employee appointed to work-out-of-class in a job classification other than the one in which he/she is presently working shall have his/her salary adjusted upward for the entire work day, for which he/she is required to serve in the acting position. The range of pay for such duties shall be the first step on the range of the classification of the person for whom the employee is substituting. If the employee performing such duties is currently on a salary step equal to or greater than the first step of the classification of the person for whom the employee is substituting, the compensation shall be at the rate of pay applicable to the higher classification at the lowest step which grants the employee a step increase in salary.

14.11 The parties agree that direct deposit shall be implemented for the SEIU, Local 1021 bargaining unit by March 30, 1995. Bargaining unit members need to provide necessary information by February 15, 1995, for implementation of direct deposit.

ARTICLE 15: SALARY RULES

- 15.1 On July 1 following completion of the probationary period an employee shall be moved one step on the salary schedule.
 - 15.1.1 July 1 will be the date on which the employee shall receive the annual salary increment thereafter.
 - 15.1.2 An employee's first annual increase will also include retroactive pay for any months worked without an increase in excess of 12. For example, an employee hired in December will receive their first increase on July 1, nineteen months later. That employee would receive a retroactive pay increase for seven (nineteen minus twelve) months.
 - 15.1.3 Employees shall be reimbursed for any unintended loss of income that might result due to implementation of 15.1, 15.1.1, and 15.1.2
- 15.2 Any employee promoted from one classification to a higher classification shall be placed no lower than Step B in the new classification and at least ten dollars (\$10) per month greater than the salary received at the time of reclassification. Such increase will become effective immediately upon the reclassification assignment. An employee who is promoted shall serve a minimum of six months' probationary period in the new classification. Any employee who is promoted three months or less before his/her anniversary date shall not lose his/her step increment.
- 15.3 If a part-time employee's position is changed to full time within the same classification, the advancement shall be calculated as though he/she had been working full time.

ARTICLE 16: HEALTH AND WELFARE

16.1 The District shall continue to provide the following amounts of dollars to be applied to health insurance, dental insurance, and vision insurance for the term of this contract, except as might be amended by the terms stated in Article 32, Section 32.2 (“Me too” clause). District Health and Welfare benefit contributions for active employees and retirees (pre July 1, 2005, and post July 1, 2005) shall be at the following levels:

- a. Employee Only - \$6,300
- b. Employee plus one - \$10,351
- c. Family - \$13,666
- d. Retirees who retired post July 1, 2005, shall receive the Employee Only contribution of \$5,900.

16.2 These maximum monthly contributions shall remain in effect unless negotiated otherwise by a successor agreement. Any increase in the cost of benefits above the maximum District contributions, as set forth above, shall be the responsibility of each employee, until negotiated by a successor agreement, which amount shall be deducted as an automatic payroll deduction. If, in any subsequent contract year, the parties have not reached an agreement to increase the District’s maximum contribution, and the cost of the premium increases, the District may implement automatic payroll deductions to pay for such increased costs.

16.3 Vision Care - Each full time employee must elect coverage by the Vision Plan offered by the District. Dependents may receive coverage by the Dental Plan of either or both married or registered domestic employees of the District.

16.3.1 Employees assigned forty (40) hours per week shall have the Vision Care premiums paid by the District regardless of the length of their assignment (10, 11, 12 months).

16.3.2 Premiums for coverage shall be paid by the District as follows:

<u>Assigned Work Hours per Week</u>	<u>% of District Contribution</u>
1 hr. through 7 hrs.	20%
Over 7 hrs. through 16 hrs.	40%
Over 16 hrs. through 24 hrs.	60%
Over 24 hrs. through 32 hrs.	80%
Over 32 hrs.	100%

16.4 Health Care - Each employee must elect his or her personal health plan coverage from among the plans offered by the District. Dependents shall be covered by only one health plan.

16.4.1 Premiums for such health care coverage shall be paid by the District for a full twelve (12) months, regardless of the length of the employee’s work year. However, these benefits are subject to the pro rata contributions as follows:

<u>Assigned Work Hours Per Week</u>	<u>% of District Contribution</u>
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1 hr. through 7 hrs.	20%
Over 7 hrs. through 16 hrs.	40%
Over 16 hrs. through 24 hrs.	60%
Over 24 hrs. through 32 hrs.	80%
Over 32 hrs.	100%

16.5 Dental—The maximum annual coverage level for dental shall be \$1,500.00. Each full time employee must elect coverage by the Dental Plan offered by the District. Dependents may receive coverage by the Dental Plan of either or both married or registered domestic employees of the District.

16.5.1 Employees assigned forty (40) hours per week shall have dental care premiums paid by the District regardless of the length of their assignment (10, 11, 12 month):

16.5.2 Premiums for coverage shall be paid by the District as follows:

<u>Assigned Work Hours Per Week</u>	<u>% of District Contribution</u>
1 hr. through 7 hrs.	20%
Over 7 hrs. through 16 hrs.	40%
Over 16 hrs. through 24 hrs.	60%
Over 24 hrs through 32 hrs.	80%
Over 32 hrs.	100%

16.6 The foregoing coverages and prorations shall continue in full force and effect for the duration of this Agreement. All pro rata benefits are subject to the District maximum monthly contributions set forth in Section 16.1 and 16.2.

16.7 The District agrees to allow all retired employees to arrange deductions via PERS, if eligible, to continue benefit programs at no cost to the District.

16.8 Employees granted leaves, without pay, of more than fifteen (15) days shall, at the option of the employee, be permitted to submit to the District payments for any medical, vision or dental coverage for which the employees would have been eligible had he/she been in a paid status.

16.9 A District Health Committee shall be formed. The District agrees that SEIU shall have an equal representation on said committee. The committee shall study and make recommendations to their representatives or negotiators relating to healthcare cost and trends.

16.10 State Disability Insurance - Subject to the provisions of the following paragraph, the employee shall have the option of (1) using his/her accumulated sick leave before using State Disability Insurance benefits, (2) using only State Disability Insurance benefits before using his/her accumulated sick leave or (3) coordinating State Disability Insurance basic benefits with accumulated sick leave so that the employee's daily sick leave account will be reduced by only the amount necessary to equal a full day's wages when added to the disability benefit amount.

If, at the time a disability claim is made, an employee is in the final three (3) years of employment prior to retirement, said employee shall use accumulated sick leave before using State Disability Insurance basic benefits for the remainder of the period for which the disability exists.

The above language is included in this Agreement with the understanding between the Union and the Board that no cost related to this Section will be assumed by the District.

16.11 The District agrees to provide a Five Thousand Dollar (\$5,000) Group Life Insurance plan for part-time employees and a Seven Thousand Dollar (\$7,000) Group Life Insurance plan for full-time employees represented by the Union.

16.12 The District has two types of domestic partners: 1) "Registered domestic partner" is an employee registered with the California Secretary of State pursuant to California Family Code section 297. 2) "Non-registered domestic partner" is an employee not registered with the Secretary of State, but which shall exist between two persons regardless of their gender after each of them has completed, signed and have notarized the Livermore Valley Joint Unified School District Affidavit of Domestic Partnership (Appendix E). Under both types of domestic partnership, the employee, the partner and their dependents shall be eligible for medical, vision, and dental benefits under this on the same terms as employees' spouses and their dependents, subject to the following:

16.12.1 Sections 16.13.2 through 16.13.3 shall not be applicable to registered domestic partners, such matters shall be governed under California law.

16.12.2 A non-registered domestic partnership exists when all of the following occur:

- a. Both persons have a common residence.
- b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
- c. Neither person is married nor a member of another domestic partnership.
- d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.
- e. Both persons are at least 18 years of age and are mentally competent to consent to contract.
- f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Livermore Valley Joint Unified School District.
- g. The two parties agree to notify the Livermore Valley Joint Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.

16.12.3. Termination: A non-registered domestic partnership shall terminate when any of the following occurs:

- a. One partner gives or sends to the other partner a notarized, written notice that he or she is terminating the partnership
- b. One of the domestic partners dies.
- c. One of the domestic partners marries.
- d. The domestic partners no longer have a common residence. A temporary separation resulting from work, education, or health related requirements shall not constitute the cessation of common residence.
- e. Upon termination of the partnership, the employee shall notify the District by filing a Statement of Termination of Domestic Partnership (Appendix F). The form shall include a statement whereby the employee shall certify under penalty of perjury that he or she notified his or her domestic partner of the termination of the partnership. All benefits provided by this section shall cease as of the last day of the month following the receipt of the Statement of Termination of Domestic Partnership.
- f. The Statement of Termination must be filed within thirty (30) days of the end of the domestic partnership. If the District suffers any loss as a result of the employee's failure to file the statement, the employee shall be liable to the District for actual loss engendered by the failure to receive notice that the domestic partnership has been terminated.

16.12.4 Application and Terms

A domestic partner shall provide a signed statement indicating that the employee agrees that he or she is required to reimburse the District for any expenditure made by the District for any administrative charges or other costs on behalf of the domestic partner if any of the submitted documentation is found to be incomplete, inaccurate, or fraudulent.

Employer-paid health care coverage for the domestic partner and dependents is considered taxable income to the employee unless the domestic partner/dependent is a dependent as that term is defined by Section 152(a) of the Internal Revenue Code. This benefit coverage is subject to federal income tax and must be reported as imputed income on the employee's Form W-2. The District must pay FICA and Medicare taxes on these amounts and ensure adequate withholding.

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA. The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

ARTICLE 17: PHYSICAL EXAMINATIONS AND DRUG TESTING

The District shall provide the full cost of any medical examination required as a condition of employment or continued employment or the commencement of being employed by the District.

When an accident involving a vehicle or heavy equipment occurs during an employee work shift and at work, drug/alcohol testing may be required at the discretion of an employee's Administrator or Supervisor, with full cost of the drug test paid for by the District.

ARTICLE 18: TRANSFERS AND PROMOTIONS

18.1 Definition - Transfer shall be defined as a change from one administrative unit to another provided the position is in the same class or a different class having substantially similar duties, responsibilities, qualifications and the same salary range.

Promotion is defined as movement of a present employee to a position with a higher maximum compensation and the higher job classification

18.2 All vacancies shall be posted by the District for not less than five (5) working days at all work locations prior to being filled.

18.2.1 Posting of Notice - Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site and on the district website.

18.2.2 The job vacancy notice shall remain posted for a period of five (5) working days, during which time employees may file for the vacancy.

18.3 Any permanent employee in the unit may apply for a transfer to a position by filing a written notice with the Human Resources Department of the District. Any employee in the unit may apply for an increase in hours in the same position.

18.4 Criteria for approval of a transfer/promotion request shall be based on experience, demonstrated job skills, past evaluations on file in the Human Resources Office made within thirty-six (36) months of the date of the transfer request, and demonstrated special skills that are appropriate for the job.

18.5 When a new position is created or an existing position becomes vacant, the District shall first consider a transfer of employees serving in the same class in the District.

18.5.1 The District shall first (1st) offer the vacant position to qualified applicants requesting a transfer.

18.5.2 Selection for Transfer shall be amongst the three (3) most senior qualified applicants.

18.6 Request for transfer or promotion by an employee shall be made in writing to the assigned Human Resources Administrator.

18.6.1 Interview Committee: For all classes represented by SEIU, Local 1021, an SEIU member representing classified employees in the SEIU Unit shall serve on the Panel Committee.

18.7 The employee shall inform his/her immediate administrator of his/her request for a transfer/promotion.

18.8 If a transfer or promotion is not approved, the assigned Human Resources Administrator shall, on written request of the employee, provide in writing, rationale for not approving the transfer or promotion.

18.9 Newly hired probationary employees may apply for positions in any classification after their first satisfactory evaluation. (NOTE: First evaluation would be at the end of the 5th month, as per Article 12.1)

- 18.9.1 A permanent employee on probationary status as a result of a transfer or promotion may apply for positions in any classification after their first satisfactory evaluation. (NOTE: First evaluation would be at the end of the 2nd month, as per Article 12.2)
- 18.10 Newly hired probationary employees may apply for additional hours within the same classification after their first satisfactory evaluation. (NOTE: First evaluation would be at the end of the 5th month, as per Article 12.1)
 - 18.10.1 A permanent employee on probationary status as a result of a transfer or promotion may apply for additional hours within the same classification at any site at any time during their probation.
- 18.11 For interview purposes, probationary employees shall interview with outside applicants after permanent employees have had an opportunity to interview.
- 18.12 Permanent and probationary employees shall be given consideration for hire before outside applicants.
- 18.13 A permanent employee who is promoted to another position shall serve a six (6) month probation period. Evaluations shall be at two (2) months and five (5) months.

ARTICLE 19: PROFESSIONAL GROWTH

- 19.1 Upon verification of completion of nine (9) units of approved course work (including workshops and other training that meet the requirements), an employee shall be granted an increment in the amount of Seven Hundred Fifty Dollars per year.
- 19.2 An employee seeking a professional growth increment shall develop a professional growth plan and submit that plan to his or her supervisor for approval. The professional growth plan will identify the coursework to be taken and how it relates to the employee's current job responsibilities and/or promotional goals. If that supervisor does not approve the employee's plan, he/she may appeal that decision to the Superintendent's designee, and the Local 1021 Chapter President, who, together, will make a final decision. Of the ten (10) units required, not less than five (5) must relate to the employee's specific job classification or self-improvement in an area of employment in the District.
- 19.3 Credit may be granted only for courses completed after the date of beginning employment with the District. An employee must have acquired permanent status before credit may be granted.
- 19.4 Credit for classes completed in adult education or other approved educational experiences will be equated as follows:

<u>Total Hours</u>	<u>Units Granted</u>
At least 7 1/2 or more hours but less than 15 hours	0.5
15 or more hours but less than 22 1/2 hours	1.0
22 1/2 hours or more but less than 30 hours	1.5
30 or more hours but less than 37 1/2 hours	2.0
37 1/2 or more hours but less than 45 hours	2.5
45 or more hours but less than 52 1/2 hours	3.0

No fractional portion smaller than one-half (0.5) unit may be granted.

- 19.5 After qualifying for an increment, at least two (2) years must lapse before an additional increment may be granted. A maximum of ten (10) increments may be granted during an employee's work tenure.
- 19.6 Any employee who changes his/her job classification may submit courses for credit as they relate to any area of employment held during the increment period.
- 19.7 Additional credit may be granted for certain other programs recommended by the Professional Growth Committee or Administration and approved by the Board of Education.
- 19.8 Part-time employees shall qualify on a prorated basis.
- 19.9 Proof of units earned shall be submitted to the Human Resources Office on or before October 1st of the school year for which units are to be used for credit in this program. All units must be completed prior to September 1st of each year.

ARTICLE 20: SAFETY

- 20.1 District Compliance - The District shall conform to and comply with all legal safety requirements imposed by State or Federal law or regulations adopted under the State or Federal law.
- 20.2 Employees will report any unsafe working conditions to his/her immediate supervisor as soon as possible upon discovery.
- 20.3 Safety Committee
 - 20.3.1 A District Safety Committee will be established.
 - 20.3.2 The District and the Union will appoint their own representatives.
 - 20.3.3. The Union shall have a minimum of two (2) representatives.
 - 20.3.4 Said committee shall meet regularly. Meetings shall be called by the Director of Facilities Management or Superintendent's designee.
 - 20.3.5 The Director of Facilities Management or Superintendent's designee will be contacted immediately if an emergency safety problem arises.

ARTICLE 21: DISCIPLINARY ACTION

- 21.1 Causes for Disciplinary Action - No person in the Classified Unit shall be disciplined except for just cause as prescribed by these rules and regulations of the Governing Board of the District. Discipline may consist of warnings, suspension, demotion or dismissal. Suspensions exacted will not exceed thirty (30) calendar days without pay.

No disciplinary action shall be taken for any cause which arose prior to the employee's becoming permanent nor for any cause which arose more than two (2) years preceding the date of the filing of the notice of cause unless such cause was concealed or not disclosed by such employee when it could be reasonably assumed that the employee should have disclosed the facts to the District.

Probationary employees shall be subject to discipline to include dismissal upon recommendation of the immediate supervisor providing that the employee shall be entitled, at the employee's election, to an administrative review before the Superintendent or his/her designee. The determination of the Superintendent shall be final.

Employees may be disciplined for any of the following causes:

- a. Incompetency
- b. Inefficiency
- c. Insubordination
- d. Negligence
- e. Dereliction of duty
- f. Drinking of alcoholic beverages or abuse of drugs on the job or reporting for work while intoxicated or under the influence of illegal drugs
- g. Theft from the District
- h. Discourteous, offensive or abusive conduct or language toward other unit members, supervisors, students or the public
- i. Engaging in political activity during assigned hours of employment
- j. Conviction of any crime involving moral turpitude and/or a felony
- k. Repeated and unexcused absence or tardiness
- l. Dishonesty or falsifying information supplied to the District
- m. Continuing violation or refusal to obey safety rules and regulations. "Continuing" means more than one occurrence
- n. Bribery in connection with employment in the District
- o. Willful and persistent violation of the Education code or rules and Regulations of the Board of Education. "Continuing" means more than one occurrence

- p. Abandonment of position
- q. Advocation of the overthrow of Federal, State or local Government by force or violence

21.2 Procedure for Discipline of Permanent Employee

Pre-Disciplinary Hearing

- 21.2.1 The charges shall be presented, in writing, to the employee by certified mail or in person along with a statement of the proposed discipline.
 - 21.2.1.1 A copy of the statement of charges shall be concurrently forwarded to the Union.
- 21.2.2 The employee shall have the right to respond in writing or in a meeting with the Superintendent or his/her designee who is capable of reversing or reducing the recommended disciplinary action.
- 21.2.3 The employee shall be informed of the determination made at this level within five (5) working days of receipt by the District of his/her response or of the above meeting, whichever is applicable.

Formal Disciplinary Action

- 21.2.4 The Superintendent of Schools shall initiate the charges for disciplinary action.

The Superintendent shall give the employee written notice of the specific charges against him/her in ordinary and concise language citing the specific acts and omissions upon which the disciplinary action is based, a statement of the cause for the action taken, and if it is claimed that the employee has violated any Board and/or administrative rule or regulation, such rule and or regulation shall be set forth in said notice. The notice shall contain a statement of the employee's right to a hearing on such charges and the time within which such hearing may be requested which shall be not less than five (5) days after service of the notice to the employee. The notice shall contain a card or paper, the signing and filing of which shall constitute a demand for hearing, and a denial of all charges.
- 21.2.5 If the employee does not request a hearing before the Board (or a hearing officer chosen by the Board), the discipline shall be administered in accordance with the Superintendent's notice and shall include a statement of the discipline to be administered.
- 21.2.6 If the employee requests a hearing, the matter shall be scheduled for hearing by the Board, and only at the hearing may the evidence from both sides be produced in an orderly fashion for initial evaluation by the governing board or a bonafide hearing officer to be selected by the District. The Union and the District may mutually select a hearing officer, in which case the cost of the hearing officer shall be shared equally by the parties.
- 21.2.7 Disciplinary notice shall contain all charges to the date of the notice that are known or should reasonably be known by the administration and all other

causes shall be barred from introduction at that time or in the future except if cause was concealed by the employee.

- 21.3 Procedure for Hearing - Upon receipt of a request for hearing, the Board of Education shall order a hearing to be held as soon as practicable. The Board or its hearing officer shall hold the hearing and shall render judgment.

The employee shall have the right to appear on his/her own behalf with counsel or such representation as he/she considers necessary, and be heard in his/her own defense. All hearings shall be held in Closed Session unless the employee requests an open hearing. If mediation (refer to 9.3.5) has previously taken place, the Mediator's report shall be shared with the Board of Education.

The burden of proof shall remain with the governing board.

- 21.4 Decision of the Board - In the event a hearing officer presides over these proceedings, said decision shall be advisory to the governing board.

The findings and decision of the Board of Education shall be final and binding on all parties. The Board may revoke, affirm or modify the charges and the recommended disciplinary action.

21.5 Miscellaneous Provisions

21.5.1 All notifications of disciplinary action shall be made in writing.

21.5.2 When a meeting with a supervisor turns to discussion(s) of specific disciplinary action, the employee may request the involvement of a Union representative. When such a request is made, the discussion will be discontinued and rescheduled at a mutually agreeable time for both the employee and the supervisor.

21.5.3 A hearing officer shall be employed if requested in writing by the employee.

21.5.4 The Union will be provided a copy of the decision of the hearing officer at the same time said decision is given to the District.

21.5.5 Where the employee's continued presence on the worksite presents a threat to students, other employees or District properties, the employee may be immediately suspended with pay pending adjudication in accordance with these rules.

ARTICLE 22: EFFECTS OF LAYOFF

- 22.1 The District will notify the Union, in a timely manner, of any potential reduction in classified personnel. Upon notification of the intent to reduce staff, the Union may request a meeting to negotiate the effect of said reduction(s) with the Superintendent designee. The District agrees that under law the District is obligated to negotiate the effects of layoff.
- 22.1.1 A layoff shall be defined as a reduction in the work force through: (a) a reduction of positions, (b) a reduction of hours, or (c) a voluntary demotion to a lower classification in lieu of layoff.
- 22.2 Benefits to any such Unit member shall include the following:
- 22.2.1 The member shall be entitled to pay, including vacation pay and earned wages through the last day in his/her assignment.
- 22.2.2 Notice to the Unit member shall include no less than forty-five (45) calendar days.
- 22.2.3 When there has been a layoff, vacancies within the class shall be filled in the following order:
- 22.2.3.1 Transfer
- 22.2.3.2 Reemployment List
- 22.2.3.3 Promotion from Within
- 22.2.3.4 Promotion from Reemployment List
- 22.2.3.5 Open Competitive Examination or Interview
- 22.2.3.6 The member in permanent status, in addition to any other benefits herein provided, shall be entitled to medical/dental/vision coverage at no expense to the member for a period of no less than two (2) months from the effective date of layoff. Said coverage shall be equal to that purchased by the District and/or the member during active employment status.

ARTICLE 23: CLASSIFIED LAYOFF PROCEDURE

23.1 The Unit member shall be subject to layoff by the governing board for lack of work or lack of funds:

23.1.1 When, as a result of a bonafide reduction or elimination of the service being performed by any department, Unit employees shall be subject to layoff for lack of work, affected employees shall be given written notice of layoff not less than thirty (30) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights. They shall be informed of their right to apply for benefits under the unemployment insurance code.

23.1.2 When, as a result of the expiration of a specially funded program, Unit positions must be eliminated at the end of any school year and Unit employees will be subject to layoff for lack of funds, the employees to be laid off at the end of such school year shall be given written notice on or before May 29 informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights. However, if the termination date of any specially funded program is other than June 30, such notice shall be given not less than thirty (30) days prior to the effective date of their layoff.

23.1.3 Nothing herein provided shall preclude a layoff for lack of funds in the event of an actual and existing financial inability to pay salaries of Unit employees nor layoff for lack of work resulting from causes not foreseeable or preventable by the governing board without the notice required by Subsection (a) or (b) hereof.

23.1.4 Whenever a Unit employee is laid off, the order of layoff within the class shall be determined by length of service. The employee who has been employed the shortest time in the class, plus higher classes, shall be laid off first.

"Length of Service" is determined by the number of hours in paid status, but does not include any hours compensated solely on an overtime basis, but shall include credit for time spent on military leave of absence, unpaid illness leave and unpaid industrial accident leave.

When the number of hours worked is equal, the employee having the earlier hire date shall be considered more senior. When hire date and hours are same, the employee having worked the earliest substitute date shall be deemed most senior. When hours, hire date and date member first substituted in the District are the same, determination of layoff shall be by lot.

23.2 Persons laid off because of lack of work or lack of funds are eligible to be reemployed in preference to new applicants. In addition, such persons laid off have the right to be considered for promotions within the District during the period of thirty-nine (39) months. Reemployment will be in the reverse order of layoff.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff or to remain in their present position rather than be reassigned shall be granted the same rights as persons laid off and shall retain eligibility to be considered for reemployment for an additional period of twenty-four (24) months provided that minimum qualifications under which they qualified for appointment to the class shall still apply.

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the option of the employee, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and without limitation of time, but if there is a valid reemployment list, they shall be ranked on that list in accordance with their proper seniority.

- 23.3 Employees who wish voluntary demotions to classes not previously held in lieu of layoff may be reclassified to positions for which they qualify. The determination of eligibility for reclassification shall be made by the governing board on a class by class basis.
- 23.4 Any Unit employee reemployed from a valid reemployment list within the thirty-nine (39) months after a layoff shall regain all accumulated benefits accruing to him at the time of the layoff.
- 23.5 Bumping - A permanent employee in the Bargaining Unit who is laid off from a class and who has previous service in an equal or lower class shall have the right to bump an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.
- 23.6 Retirement in Lieu of Layoff - Any employee in the Bargaining Unit may elect to accept a service retirement in lieu of layoff or voluntary demotion, or reduction in assigned time in connection with a layoff, subject to the rules of PERS.

Such employee shall, within ten (10) working days prior to the effective date of the proposed layoff, complete and submit a form provided by the District for this purpose.

The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with Section 3 of this Article; however, the employee shall not be eligible for reemployment during such other period of time as may be specified pertinent by Government Code Sections.

The District agrees that when an offer of reemployment is made to an eligible retired person under this Article, and the District receives, within ten (10) working days, a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed sufficient time to terminate his/her retired status.

Any election to retire after being placed on a reemployment list shall be retirement in lieu of layoff within the meaning of this Section.

- 23.7 Notification of Reemployment Opening - An Employee who is laid off or retired in lieu of layoff subsequently eligible to reemployment shall be notified in writing by the District as to the date of the opening. The employee shall be responsible for notifying the District of any change of address.
- 23.8 Employee Notification to District - An employee shall notify the District of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. Any employee not responding within ten (10) working days shall be deemed to have refused the reemployment offer.
- 23.9 Reemployment in Highest Class - Employee shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) month rights to the higher paid position.

23.10 Improper Layoff - Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary and benefits.

23.11 Definitions

23.11.1 "Class" shall be defined as a position in the classified service having a designated title, a regular minimum number of assigned hours per day, days per week and months per year, a specific statement of the duties to be performed by the employee in each such position and the regular monthly salary range for each such position.

23.11.2 "Seniority" shall be defined as length of service in the District and is determined by the number of hours in paid status, but shall include involuntary unpaid time or illness and/or military and industrial accident and illness leave. All hours in a paid status, providing the member has not been paid on an overtime basis for such hours, shall be considered.

ARTICLE 24: SAVINGS PROVISION

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid. The remainder of the Agreement shall not be affected thereby, and the parties shall enter into negotiations within thirty (30) calendar days for the sole purpose of arriving at a mutually satisfactory replacement of such provisions.

ARTICLE 25: SUPPORT OF AGREEMENT

The District and the Union agree that it is to their mutual benefit to encourage the resolution of differences through the negotiation process. Therefore, it is agreed that representatives of neither party will advocate change in the terms of this Agreement in any matter subject to the negotiation process except by prior mutual agreement of the parties.

ARTICLE 26: RAINGEAR

The District shall provide raingear for Van Drivers, Van Driver Helpers, Maintenance Workers, and Groundskeepers. One (1) set of raingear per building site for custodians, shall also be provided. Raingear will be replaced as needed.

The following clothing allowances will be provided by the District for the following classifications:

Custodians: District will provide five (5) shirts annually for members of the custodial staff. Additionally, an allowance of \$100 per year for the purchase of non-slip shoes or boots will be provided.

Maintenance, Grounds, and Warehouse: Maintenance, Grounds and Warehouse staff will annually receive five (5) shirts. Additionally, Maintenance, Grounds, and Warehouse staff shall receive an allowance of up to \$150 per year toward the purchase of steel toed work boots that minimally conform to ASTM F2413 Class 50 standards.

Food Services: Campus Catering staff, working in kitchens, will receive 3 aprons upon hire. Replacements will be reissued as needed. Additionally, employees working more than 5 hours per day will receive an allowance up to \$100 per year for the purpose of non-slip shoes. Employees working less than 5 hours per day will receive an allowance of up to \$50 per year toward the purchase of non-slip shoes.

Cell phone use: In lieu of cell phones being the best way of communicating with Maintenance and Grounds staff, a once a year payment of \$100 will be placed in a 401K for each full time Maintenance, Grounds, and Head Custodian SEIU Member for use of their phone to communicate during work hours.

Employees are required to wear safety equipment as required by their immediate supervisor and that which is necessary for safety in the work they are performing, and employees in the classifications mentioned above are required to wear uniforms listed above while performing their normal duties. Safety equipment will be purchased and maintained by the District.

District specified and funded clothing must be worn during duty hours.

ARTICLE 27: TRAINING SESSIONS

The District shall provide three annual training sessions for custodial and maintenance employees on teacher inservice days.

The District shall provide one (1) six (6)-hour annual training session or two (2) three (3)-hour annual training sessions for food service employees.

The length and topics of the in-services shall be determined by the District. The District will consider suggestions from the Union for in-service topics.

ARTICLE 28: EARLY RETIREMENT BENEFIT PROGRAM

- 28.1 An employee in the bargaining unit shall be eligible for District medical, dental, vision and life insurance if the employee meets the following criteria at the time of retirement:
- 28.1.1 Must be at least fifty-five (55) years of age.
 - 28.1.2 Must have provided at least fifteen (15) years of continuous service with the Livermore Valley Unified School District.
- 28.2 For the 2004-2005 school year, the above mentioned program shall apply to employee, spouse or registered domestic partner, and dependent coverage for a period of seven (7) years or until age sixty-five (65) whichever comes first. Upon payment by the employee of additional premium costs, qualified dependents also shall be covered where permitted by the various insurance plans. Should the retired employee die prior to July 1, 2005, the dependent(s) will continue to receive benefits for the time that would have been available to the retired employee.
- 28.3 Effective July 1, 2005, the coverage shall be for employee only.

ARTICLE 29: AMERICANS WITH DISABILITIES ACT

- 29.1 The parties acknowledge that they both have a legal obligation to consider reasonable accommodation for qualified disabled employees.
- 29.2 The Union recognizes that the District has the legal obligation to meet individually with qualified disabled employees to discuss reasonable accommodation. If the District determines that implementation of the reasonable accommodation may conflict with the rights of other employees, the District will notify the Union and meet and discuss the proposed accommodation. If, after consultation with the Union, the District proceeds to implement any accommodation which the Union believes is inconsistent with the terms and conditions of this Agreement, the Union may pursue a grievance at 9.3.4 Step four of this agreement. The Union agrees to keep medical information related to the reason for the reasonable accommodation confidential, unless the affected employee signs a release.
- 29.3 A reasonable accommodation provided under the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance/arbitration procedure.
- 29.4 For the purposes of this Article “employee” includes current unit members, employees from other bargaining units whose reasonable accommodation involves assignment to a position in this bargaining unit, and prospective employees who employment in the bargaining unit will involve reasonable accommodation.

ARTICLE 30: CHILD NUTRITION WORK

30.1 Seniority Lists

30.1.1 The District shall post District wide and site seniority lists by September 1st of each school year. Seniority shall be determined according to date of hire. Employees hired on the same date shall be placed in seniority order by a lottery system.

30.2 Assignments During Leaves

30.2.1 Assignments that become open on a temporary basis due to an employee's exercise of leave shall be offered to the most senior employee in the classification at the site, and then to the most senior employee in the classification in the District. Employees accepting such temporary assignments shall serve in that position for as long as they satisfactorily perform the duties of the assignment. An employee who declines a temporary work assignment shall be required to wait until his/her name comes up again after the remaining employees are offered temporary assignments. Once an employee has completed a temporary assignment they will be placed at the end of the list for the remainder of that school year and may not accept another temporary assignment unless all others have declined.

30.2.2 An "assignment during leave" work list shall be posted at each child nutrition work site prior to the first day of school each year. All child nutrition employees shall sign up, no later than the third work day of each school year for assignments during leaves. Employees who do not sign up, shall not be called for the duration of that school year. New hires and employees on authorized leaves shall sign up no later than the third work day from when they commence or resume regular service.

30.3 Extra Work

30.3.1 Definitions:

30.3.1.1 Extra Work: This is work that is to be performed outside of any employee's regularly scheduled work hours.

30.3.1.2 Advance Extra Work: This is work which can be identified in advance, such as extra work required for catering events or food preparation that is not part of regular assignment.

30.3.1.3 Same Day Extra Work: This is work which cannot be identified in advance, but which is necessary to a particular site and is not part of a regular assignment.

30.3.1.4 Cluster: These are groups of schools identified by the District for purposes of food preparation and/of service.

30.3.2 Advance Extra Work shall be assigned in rotation to the senior available employee from the appropriate site extra work list. If no employee is available at a site then the work shall be assigned from the District extra-work list. An employee who declines extra work, shall be required to wait until his/her name comes up again after the remaining employees are offered extra work.

- 30.3.3 Same Day Extra Work shall be assigned in rotation to the senior available employee from the appropriate site extra work list. If no employee is available at the site, then the work shall be assigned to the most senior employee in the cluster. If no employee is available in the cluster, then the work shall be assigned from the District extra work list. An employee who declines extra work shall be required to wait until his/her name comes up again after the remaining employees are offered extra work.
- 30.3.4 The District shall maintain a log of all extra work assignments. The District shall provide a copy of each log to the senior steward once each month. The parties shall review the efficacy of monthly reports, if necessary, to determine whether more frequent reporting is warranted.

ARTICLE 31: REOPENER

31.1 2015-2016: The parties agree to reopen Article 14 (Pay and Allowance) and Article 16 (Health and Welfare).

2016-2017: The parties agree to reopen Article 14 (Pay and Allowance)

ARTICLE 32: DURATION

32.1 This Agreement shall be in effect from July 1, 2017 through June 30, 2020.

APPENDIX A
AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021 (formerly Local 790)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND
THE LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

The parties to this Agreement, Service Employees International Union, Local 1021 ("Local 1021") (formerly Local 790), California School Employees Association ("CSEA") and the Livermore Valley Joint Unified School District ("District") agree to the establishment of a "Retiree Health Benefit Trust" to assist retired members to maintain health insurance for themselves and their spouses after age 63. This agreement incorporates by reference the terms of the "Agreement and Declaration of Trust Establishing The Livermore Valley Joint Unified Retired Classified Employee Health Benefit Fund" ("Trust"). This Agreement shall be attached as an appendix to each bargaining unit's collective bargaining agreement.

This agreement implements the Trust and covers eligibility requirements, regulations governing benefits available to members, and regulations governing the amount to be contributed by the parties to the Trust.

RETIREE HEALTH BENEFIT TRUST

1. A Trust fund to help pay medical, dental, and/or vision benefits shall be established and maintained on behalf of eligible retirees. Eligible retirees shall be those employees represented by Local 1021 (formerly Local 790) and CSEA bargaining units who retire from District employment after July 1, 1990 and meet the qualification requirements of paragraph 9, also set forth in paragraph IV of the Trust.
2. "Employees" shall, for purposes of this trust, include all employees in the Local 1021 (formerly Local 790) and CSEA bargaining units.
3. The District's initial contribution to the trust fund shall be One Hundred Dollars (\$100.00) for each full-time equivalent ("FTE") represented by Local 1021 (formerly Local 790) and CSEA bargaining units. Thereafter the District's contribution into the trust fund shall be equal to One Hundred Dollars (\$100.00) per FTE based on the total number of FTEs in the Local 1021 (formerly Local 790) and CSEA bargaining units on November 1, 1991. The amount of funding by the employees represented by Local 1021 (formerly Local 790) and CSEA bargaining units shall be achieved by setting aside .25 of one percent of the total salary schedule for each bargaining unit. Said amount will be determined thirty (30) days after each unit receives its annual salary increase. If either bargaining unit does not receive a salary increase in a given year, then the employee contribution shall be .25 of one percent of the existing salary schedule. No employee shall have a vested right to or have any entitlement to the amounts contributed into the retirement fund in the form of a cash distribution.
4. The District agrees to set aside \$7,304.00 beginning with the 1997/98 school year, which shall be utilized to increase the monthly health benefit trust payment pending the approval of the Trust board.
5. The District shall deposit said funds by November 1st of each fiscal year based on the projected number of FTEs represented by the Local 1021 (formerly Local 790) and CSEA bargaining units. Funds shall be maintained in a dedicated District account which bears interest at the county rate.

6. The actual number of FTEs referred to in paragraphs 3 and 4, shall be the number of employees represented by Local 1021 (formerly Local 790) and CSEA bargaining units who are employed on November 1st of each year. Adjustments in the amount deposited into the trust fund shall be made, if necessary.

7. A Board of Directors of the trust fund shall be established to administer the trust fund pursuant to the trust agreement and declaration of trust.

8. The trust agreement and declaration of trust document shall become a part of this agreement. After the execution of the trust agreement and declaration of trust by the District, Local 1021 (formerly Local 790) and CSEA, any dispute resulting in a deadlock or failure to take an action by the members of the Board of Directors of the trust fund shall be subject to the arbitration provisions of Article IX of said trust agreement and declaration of trust. Further, after said execution, any disputes regarding retiree medical, dental and/or vision benefits or actions of the Board of Directors shall not be subject to the grievance/arbitration procedures of any collective bargaining agreement between the District and Local 1021 (formerly Local 790) or the District and CSEA.

9. To be eligible to qualify for benefits, retirees must have been employed for the minimum or equivalent of ten years as an employee and maintain medical, dental and/or vision coverage under any plan which is available to District employees in the Local 1021 (formerly Local 790) or CSEA units subject to restrictions placed by insurance carriers. Benefits shall continue for the life of the retiree. Benefits shall commence at age 63. Benefits shall commence earlier than age 63 if the employee becomes disabled as a result of the job and begins to draw a disability retirement.

The initial benefit provided by the trust fund shall be One Hundred Dollars (\$100.00) per month or a pro rata portion of that amount, which shall continue for the life of the eligible retiree unless the Board of directors determines that it is actuarially sound to increase or decrease the benefit. Employees employed for less than forty (40) hours per week shall be entitled to a pro rate portion of benefits as follows:

<u>Assigned Work Hours Per Week</u>	<u>% of Benefit</u>
1 hour through 7 hours	20%
over 7 hours through 16 hours	40%
over 16 hours through 24 hours	60%
over 24 hours through 32 hours	80%
over 32 hours	100%

Upon the retiree's death, the retiree's surviving spouse shall become entitled to receive the current benefit or the appropriate pro rata share of the current benefit, if such surviving spouse:

- (a) Is the legal spouse of the retiree at the time of his or her death;
- (b) Has been married to the retiree at least one full year before his or her death;
- (c) Has attained age 63; and
- (d) Maintains medical, dental and/or vision coverage under any plan which is available to district employees in the Local 1021 (formerly Local 790)/CSEA units subject to restrictions placed by insurance carriers.

The surviving spouse of a less than forty (40) hour employee shall be entitled to the same pro rata portion of benefits to which the employee would have been entitled.

All rules relating to the governance of the trust, the management and dispersion of the trust funds shall be subject to the Trust Document.

10. The retiree or eligible surviving spouse must choose coverage under a medical, dental and/or vision plan available to employees active in the Local 1021 (formerly Local 790)/CSEA bargaining units subject to the restrictions placed by insurance carriers or may request coverage under an alternative plan as set forth in Article 4, section 5 of the Trust Agreement and declaration.

11. If a retired employee moves to a geographical area which is not covered by the District's medical, dental and/or vision plan(s) covering employees represented by the Local 1021 (formerly Local 790)/CSEA bargaining units, the retired employee may elect to be covered by a medical, dental and/or vision plan available in such an area subject to approval by the Board of Directors. If such plan(s) are approved, the Fund shall provide up to One Hundred Dollars (\$100.00) per month, or the appropriate pro rata share, for each eligible employee directly to the insurance carrier. In no case, however, shall the fund provide an amount in excess of the actual cost of the medical, dental and/or vision coverage.

A surviving spouse of a deceased retiree may request the Board of Directors to provide payment to a non-District plan provided the following conditions are met. Such surviving spouse must be eligible to receive retiree medical, dental and/or vision benefits from the District under Section 9, and reside in a geographical area which is not covered by any of the District's plans covering active employees represented by the Local 1021 (formerly Local 790)/CSEA bargaining units. If such plan(s) are approved, the fund shall provide up to One Hundred Dollars (\$100.00) per month, or the appropriate pro rata portion, for each eligible surviving spouse directly to the insurance carrier which shall not exceed the actual cost of the medical, dental and/or vision coverage.

12. Unit members shall not be vested in retiree medical, dental or vision benefits provided by the trust until retirement from the Livermore Valley Joint Unified School District and the eligibility requirements for benefits are met. Unit members leaving the employ of the District before retirement shall not be entitled to receive any benefit or remuneration from the trust fund. Under no circumstances shall cash payments be distributed to individuals.

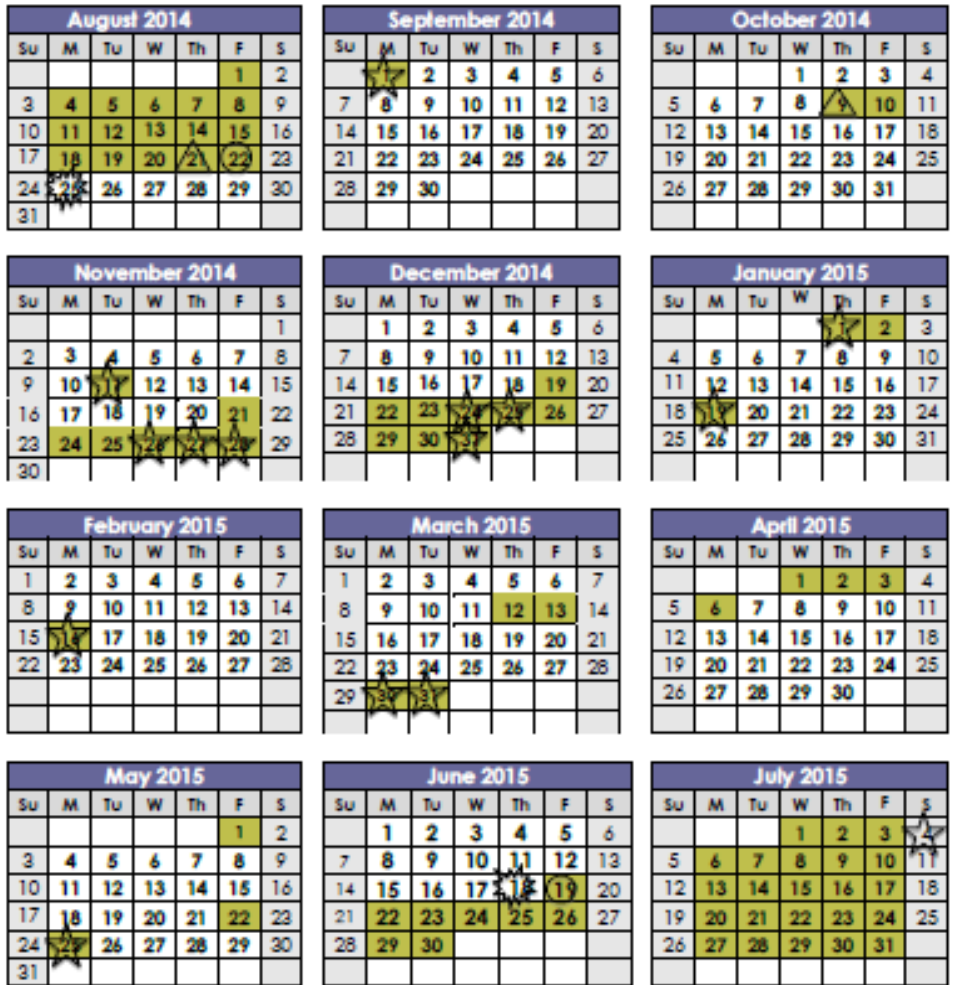
13. If the Trust is terminated, pursuant to the terms set forth in Article XI of the trust agreement and declaration, then funds remaining in the trust fund after all expenses incurred in terminating or administering the Plan have been paid will be used for the benefit of employees, regular and retired, as set forth in Section 5 of Article XI of the Trust document.

14. Beginning with the 1997/98 school year the District agrees annually to set aside \$7,304.00 which shall be utilized to increase the monthly health trust payment pending the approval of the Trust Board.

APPENDIX B
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
2104-2015 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

Livermore Valley Joint Unified School District

2014-2015 School Year Calendar



Non-student days
 Teacher Work Days + 1 flex
 Professional Development + 1 flex
 Begin/End of Year
 End of Trimester
 Legal/Local Holidays

Trimester 1 August 25 – November 20 60 days
 Trimester 2 December 1 – March 11 60 days
 Trimester 3 March 16 – June 18 60 days

Workdays K-12: Aug 22, June 19, + 1 flex
 Professional Development K-12: Aug 21, Oct 9, + 1 flex

Back to School Night - Elem: Sept 4, Middle: Sept 9, HS: Sept 11
 Open House - Elem: May 21, Middle: May 27, HS: TBD

Fall Conferences: K-3 Oct 13 - 22; 4-5 Oct 13 - 24
 Spring Conferences: K-5 March 16 - 20

Board Approved 2.18.14

APPENDIX B
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
2015-2016 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

Livermore Valley Joint Unified School District

2015-2016 School Year Calendar

August 2015							September 2015							October 2015						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	★	8	9	10	11	12	4	5	6	7	△	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	(21)	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	★	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

November 2015							December 2015							January 2016						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7			1	2	3	4	5						★	2
8	9	10	★	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	★	★	★	28	20	21	22	23	★	★	26	17	★	19	20	21	22	23
29	30						27	28	29	30	★			24	25	26	27	28	29	30
														31						

February 2016							March 2016							April 2016						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6			1	2	3	4	5						1	2
7	8	9	10	11	12	13	6	7	8	9	10	11	12	3	★	★	6	7	8	9
14	★	16	17	18	19	20	13	14	15	16	17	18	19	10	11	12	13	14	15	16
21	22	23	24	25	26	27	20	21	22	23	24	25	26	17	18	19	20	21	22	23
28	29						27	28	29	30	31			24	25	26	27	28	29	30

May 2016							June 2016							July 2016						
Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S	Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	★	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	★	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	★	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

- Non-student days
- Teacher Work Days + 1 flex
- End of Trimester
- ★ Begin/End of Year
- End of Trimester
- △ Professional Development + 1 flex
- ★ Legal/Local Holidays

Trimester 1 August 24 – November 19 60 days
 Trimester 2 November 30 – March 9 60 days
 Trimester 3 March 14 – June 16 60 days

Workdays K-12 – Aug 21, June 17, + 1 flex
 Professional Development K-12 – Aug 20, Oct 8, + 1 flex

Back to School Night - Elem: Sept 3, Middle: Sept 8, HS: Sept 9
 Open House - Elem: May 26, Middle: June 1, HS: TBD

Fall Conferences: TK-5: Oct 12-13, 15-16, 19-20, 22-23
 Spring Conferences: K-5: March 14-15, 17-18

Board Approved 9.1.15/rev. 12.14/rev. 5.15/rev. 6.25/rev. 9/1/15

APPENDIX C
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
2016-2017 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

Livermore Valley Joint Unified School District

2016-2017 School Calendar

August 2016							September 2016							October 2016						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	★	6	7	8	9	10	2	3	4	5	△	7	8
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15
21	★	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

November 2016							December 2016							January 2017						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5					1	2	3	1	★	3	4	5	6	7
6	7	8	9	10	★	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	★	17	18	19	20	21
20	21	22	★	★	★	26	18	19	20	21	22	★	24	22	23	24	25	26	27	28
27	28	29	30				25	26	27	28	★	★	31	29	30	31				

February 2017							March 2017							April 2017						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
			1	2	3	4				1	2	3	4							1
5	6	7	8	9	10	11	5	6	7	8	9	10	11	2	★	★	5	6	7	8
12	13	14	15	16	17	18	12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	★	21	22	23	24	25	19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

May 2017							June 2017							July 2017						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6					1	2	3							1
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	★	5	6	7	8
14	15	16	17	18	19	20	11	12	13	14	★	16	17	9	10	11	12	13	14	15
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	★	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

- Non-student days
- Teacher Work Days + 1 flex
- Prof. Development + 1 flex
- Begin/End of Year
- End of Trimester
- Legal/Local Holidays

Trimester 1 August 22 - November 17 60 days
 Trimester 2 November 28 - March 8 60 days
 Trimester 3 March 13 - June 15 60 days

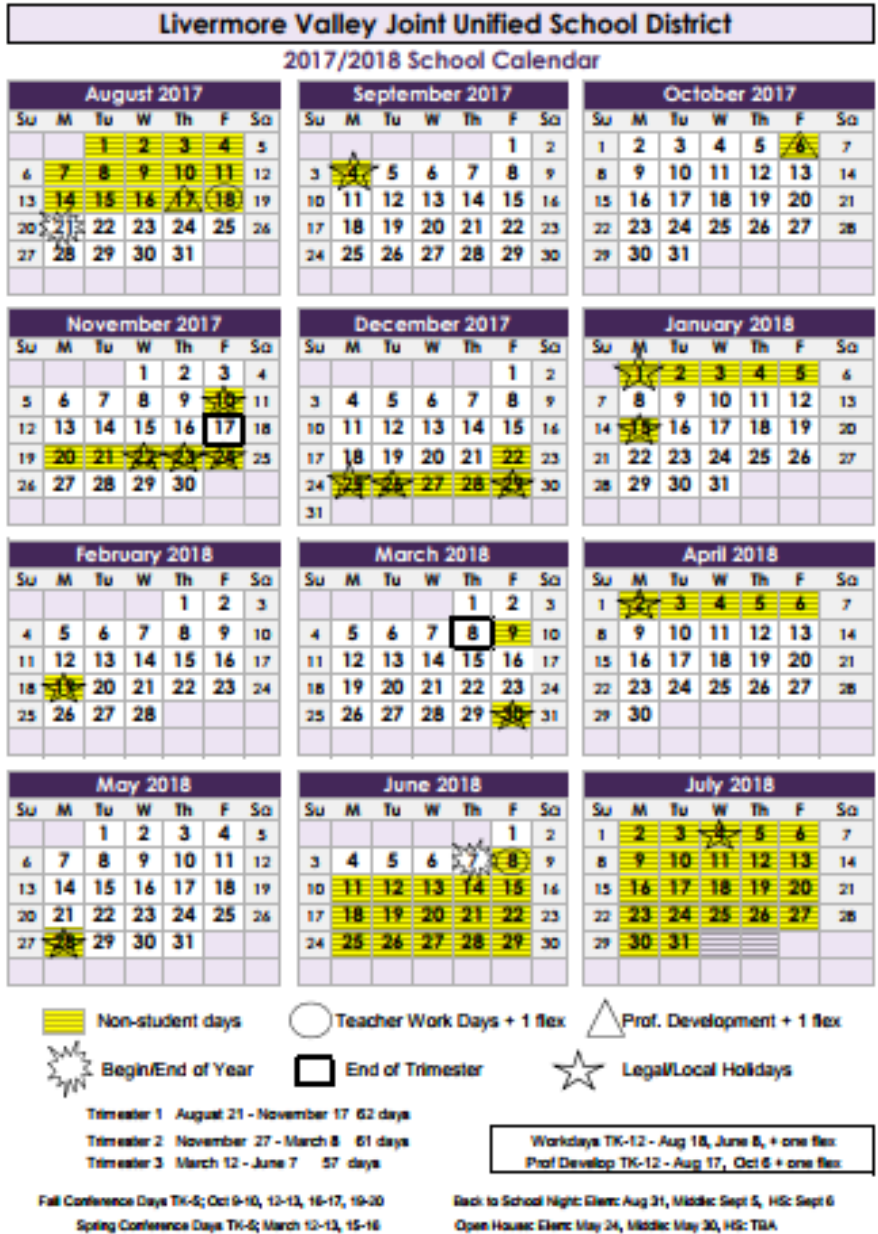
Workdays TK-12 - Aug 19, June 16, + 1 flex
 Prof Develop TK-12 - Aug 18, Oct 6 + 1 flex

Back to School Night - Elem: Sept 1, Middle: Sept 6, HS: Sept 7
 Open House - Elem: May 25, Middle: May 31, HS: TBA

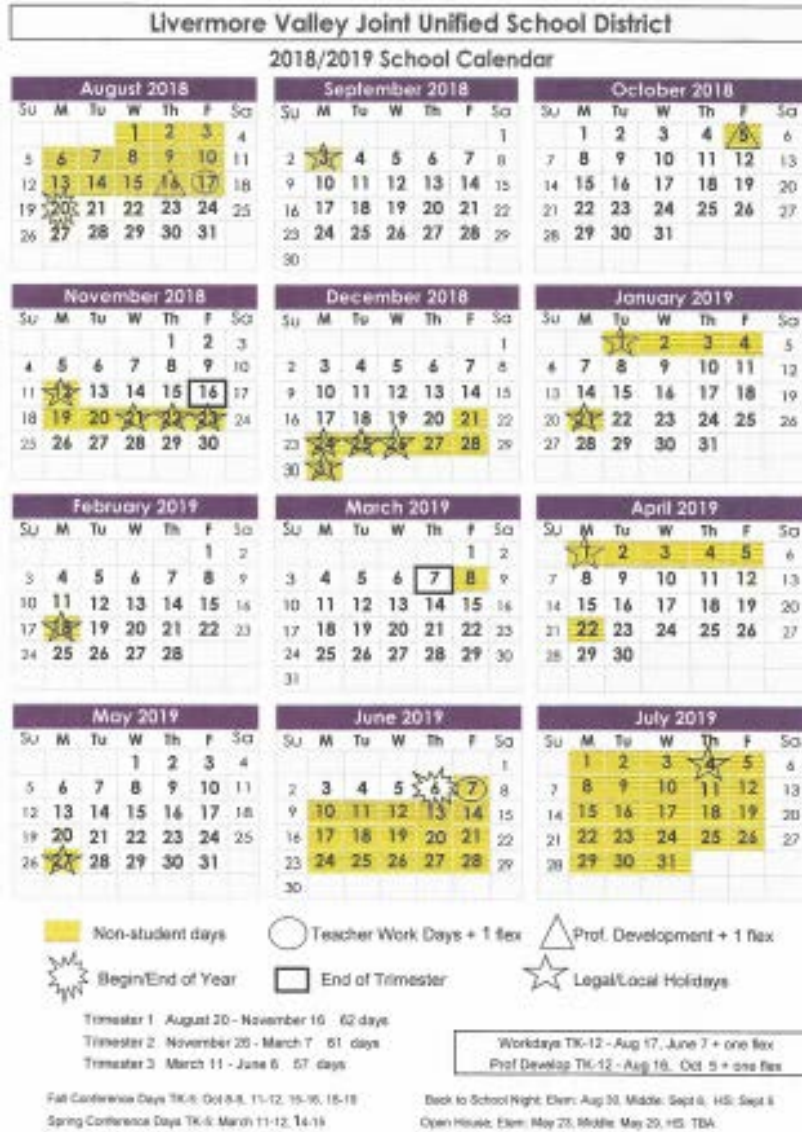
Fall Conferences: TK-5 Oct 10-11, 13-14, 17-18, 20-21
 Spring Conferences: TK-5 March 13-14, 16-17

Board Approved 9.1.15/rev.11.14/rev.9.1.15

APPENDIX C
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
2017-2018 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



APPENDIX C
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
2018-2019 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



Board Approved 12/12/17

APPENDIX D

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
SERVICE EMPLOYEES INTERNATIONAL, LOCAL 1021
SALARY SCHEDULE
2017-18

Effective July 1, 2017

JOB CLASS		WORK YEAR
Cashier	12*	194 days
Custodian I	15	12 months
Custodian II	16	12 months
Food Services Assistant	11*	194 days
Food Services Assistant/Delivery Driver	13*	194 days
Graphics Printer	20	12 months
Groundskeeper	17	12 months
Groundskeeper/Sprinkler Repair Person	19	12 months
Head Custodian I	17	12 months
Head Custodian II	18	12 months
Head Custodian III	23	12 months
Lead Groundskeeper	18	12 months
Maintenance Worker I	18	12 months
Maintenance Worker II	20	12 months
Senior Food Services Assistant	12*	194 days
Senior Skilled Trades Worker	24	12 months
Skilled Trades Worker	23	12 months
Skilled Trades Worker Foreman	24	12 months
Telecom Specialist	25	12 months
Warehouse Worker	18	12 months
Groundskeeper Foreman	21	12 months

	A	B	C	D	E	F
11	\$2,577	\$2,704	\$2,840	\$2,982	\$3,134	\$3,288
	\$14.87	\$15.60	\$16.39	\$17.21	\$18.08	\$18.97
12	\$2,704	\$2,840	\$2,982	\$3,134	\$3,288	\$3,452
	\$15.60	\$16.39	\$17.21	\$18.08	\$18.97	\$19.92
13	\$2,840	\$2,982	\$3,134	\$3,288	\$3,452	\$3,625
	\$16.39	\$17.21	\$18.08	\$18.97	\$19.92	\$20.91
14	\$2,982	\$3,132	\$3,290	\$3,452	\$3,625	\$3,806
	\$17.21	\$18.07	\$18.98	\$19.92	\$20.91	\$21.96
15	\$3,134	\$3,288	\$3,452	\$3,625	\$3,806	\$3,997
	\$18.08	\$18.97	\$19.92	\$20.91	\$21.96	\$23.06
16	\$3,288	\$3,452	\$3,625	\$3,806	\$3,997	\$4,196
	\$18.97	\$19.92	\$20.91	\$21.96	\$23.06	\$24.21
17	\$3,452	\$3,625	\$3,806	\$3,997	\$4,196	\$4,407
	\$19.92	\$20.91	\$21.96	\$23.06	\$24.21	\$25.43
18	\$3,625	\$3,806	\$3,997	\$4,196	\$4,407	\$4,628
	\$20.91	\$21.96	\$23.06	\$24.21	\$25.43	\$26.70
19	\$3,806	\$3,997	\$4,196	\$4,407	\$4,628	\$4,859
	\$21.96	\$23.06	\$24.21	\$25.43	\$26.70	\$28.03
20	\$3,997	\$4,196	\$4,407	\$4,628	\$4,859	\$5,102
	\$23.06	\$24.21	\$25.43	\$26.70	\$28.03	\$29.44
21	\$4,196	\$4,406	\$4,628	\$4,859	\$5,102	\$5,357
	\$24.21	\$25.42	\$26.70	\$28.03	\$29.44	\$30.91
22	\$4,406	\$4,627	\$4,859	\$5,102	\$5,357	\$5,625
	\$25.42	\$26.69	\$28.03	\$29.44	\$30.91	\$32.45
23	\$4,629	\$4,859	\$5,100	\$5,355	\$5,624	\$5,903
	\$26.70	\$28.03	\$29.42	\$30.89	\$32.45	\$34.06
24	\$4,859	\$5,100	\$5,355	\$5,624	\$5,904	\$6,199
	\$28.03	\$29.42	\$30.89	\$32.45	\$34.06	\$35.76
25	\$5,633	\$5,915	\$6,211	\$6,521	\$6,847	\$7,190
	\$32.50	\$34.12	\$35.83	\$37.62	\$39.50	\$41.48

Work year includes authorized holidays

Monthly rate is based on 12 month work year

Professional Growth / Article XIX

*194 day work year receives vacation balance factor

Salary schedule does not include District contribution to Health Benefits

Years of Service	Vacation Factor
Up to 5 years	4.9%
6-10 years	7.2%
11 - 15 years	8.3%
16 - 20 years	8.7%
21 years or more	9.1%

This salary schedule was produced by increasing the 2016-2017 salary schedule by 3%.
 Revised Vacation Factor effective January 1, 2017.

Board Approved 12/12/17
 An Equal Opportunity Employer

APPENDIX E
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AFFIDAVIT OF DOMESTIC PARTNERSHIP

I. DECLARATION

We, _____ and _____
(employee print name) (domestic partner print name)
each certify and declare that we are domestic partners in accordance with the following criteria:

II. STATUS

1. We affirm that this domestic partnership began on or about ____/____/____.
2. We are each eighteen (18) years of age or older.
3. We are mentally competent to consent to contract.
4. We have an intimate, committed relationship of mutual caring and support.
5. We are each other's sole domestic partner, and we intend to remain so indefinitely.
6. Neither of us is married to or legally separated from anyone else.
7. Neither of us has had another domestic partner within the prior twelve (12) months.
8. We are not related by blood to a degree of closeness that would prohibit legal marriage under California Law.
9. We cohabit and reside together in the same residence and intend to do so indefinitely.
10. We reside together at _____

(address, city, zip of above names employee and domestic partner)

11. We are jointly responsible for the common welfare and financial obligations of each other, which are incurred during the domestic partnership.
12. We currently possess the following [check all that apply; at least two must be checked]:
 - _____ A joint real estate mortgage, lease or deed (either as tenants in common or joint tenants with right of survivorship).
 - _____ A current beneficiary designation naming the employee's domestic partner as a primary beneficiary of the employee's life insurance or retirement plan benefits payable at death.
 - _____ A current will naming the employee's domestic partner as a primary beneficiary of the employee's estate.
 - _____ A durable power of attorney for property and health care executed by the employee in favor of the domestic partner.
 - _____ Joint ownership of a motor vehicle or a joint checking or joint credit account.

III. CHANGE IN DOMESTIC PARTNERSHIP

1. We have an obligation to notify the Livermore Valley Joint Unified School District by filing a Statement of Termination of Domestic Partnership if there is any change in our domestic partnership status as attested to in this Affidavit that would terminate this Affidavit (e.g., due to death of a partner, a change in residence of one partner, termination of the relationship, etc.). We will notify the Livermore Valley Joint Unified School District within thirty-one (31) days of such change.
2. We understand that termination of this coverage (obtained as a result of completion of this Affidavit) will be effective on the date the relationship ends as indicated on the Statement of Termination of Domestic Partnership, providing coverage has not otherwise been terminated due to standard insurance policy provisions.

VI. ACKNOWLEDGMENTS

1. We understand and agree that the employee domestic partner may make health plan and other benefit elections on behalf of the non-employee domestic partner.
2. We understand and agree that the employee domestic partner may terminate the domestic partner benefits unilaterally, at any time, irrespective of the desires of the non-employee. If the employee executes such an option, that employee shall notify the non-employee domestic partner as soon as possible that his or her benefits have been terminated and it shall be the sole responsibility of the employee to make such notification to the non-employee domestic partner. Furthermore, if the employee is terminated, released, or resigns the domestic partnership benefits shall terminate when district paid employee benefits terminate.
3. We understand that a civil action may be brought against one or both of us for any losses or claims (as well as attorney's fees and costs) due to any false statement contained in this Affidavit or for failure to notify the Livermore Valley Joint Unified School District, of changed circumstances as required in Section III above. I, the undersigned employee, further understand that falsification of information in this Affidavit or failure to notify the Livermore Valley Joint Unified School District of changes circumstances pursuant to Section III above, may lead to disciplinary action against me, including discharge from employment.
4. We have provided the information in this Affidavit for use by the Livermore Valley Joint Unified School District for the sole purpose of determining our eligibility for certain domestic partner benefits. We acknowledge that the District may require supportive documentation concerning any or all eligibility criteria. We understand and agree the Livermore Valley Joint Unified School District is not legally required to extend any such benefits. We understand that this information provided in this Affidavit will be treated as confidential by the Livermore Valley Joint Unified School District but will be subject to disclosure; a) upon the express written authorization of the undersigned employee, b) upon request of the insurer or plan administrator, or c) if otherwise required by law.
5. We understand that this Affidavit may have legal implications under California law, which has recognized that non-marital cohabiting couples may privately contract with respect to the financial obligations of their relationship. We understand this agreement may also have legal implications relating, for example, to our ownership of property or to taxability of benefits provided, and that before signing this Affidavit we should seek competent legal and/or tax advice concerning such matters.
6. We specifically agree that if any taxing authority determines taxes, penalties, or interest to be due or owing with respect to any benefits provided, that we are solely responsible for the payment of such taxes. We agree to indemnify and hold harmless the District in the event any such taxing authority alleges that the Livermore Valley Joint Unified School District should pay any such taxes, penalties or interest.
7. We understand the non-employee partner does not have the right to continuing coverage under the federal law under COBRA or under any state law.
8. We each individually indemnify and hold the district harmless from any legal action or claim pursued by any other person related to the provision of domestic partnership coverage.

We affirm, under penalty of perjury, under the laws of the State of California, that the statements in this Affidavit are true and correct.

Employee signature

D.O.B.

Date

Domestic Partner signature

D.O.B.

Date

APPENDIX F
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
STATEMENT OF TERMINATION OF DOMESTIC PARTNERSHIP

I, _____ certify and declare that:
(employee print name)

_____ and I are no longer domestic partners as of
(former domestic partner print name)

_____. I understand that coverage for this individual will terminate on this date.
(date)

1. I make and file this Statement of Termination in order to cancel the Affidavit of Domestic Partnership

filed by me with the Livermore Valley Joint Unified School District on _____

2. Termination of the Affidavit of Domestic Partnership is due to:

____ Termination of domestic partnership

____ Change of residence

____ Marriage to another person

____ No longer jointly responsible for each other's common welfare and living expenses

____ Death of domestic partner

3. In the event that termination of this relationship is not due to the death of my domestic partner, I will mail my former domestic partner a copy of this notice at:

(former domestic partner new address)

I understand that another Affidavit of Domestic Partnership cannot be filed until one (1) year from the date the relationship ends (as indicated above).

I affirm, under penalty of perjury, under the laws of the State of California, that the above statements are true and correct.

Signature of employee

Date

SIDELETTER 1

**BETWEEN THE
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

This agreement is made and entered into, by and between the Livermore Valley Joint Unified School District and the Service Employees International Union, Local 1021 (SEIU) with respect to the following:

COMPENSATION STUDY

The District will meet and negotiate job descriptions and the results of the classification and compensation study.

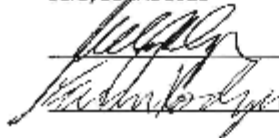
Agreed this 28 day of March, 2012, in Livermore, California.



SEIU, LOCAL 1021



Livermore Valley Joint Unified School District



SIDELETTER 2

**BETWEEN THE
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
AND THE
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021**

This agreement is made and entered into, by and between the Livermore Valley Joint Unified School District and the Service Employees International Union, Local 1021 (SEIU) with respect to the following:

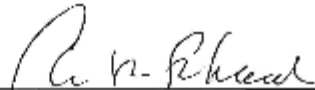
FOOD SERVICE EMPLOYEES (PROFESSIONAL DEVELOPMENT)

Food service employees who complete safe-service training will receive credit towards Professional Development.

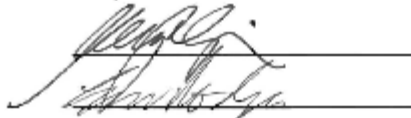
Agreed this 28 day of March, 2012, in Livermore, California.



SEIU, LOCAL 1021



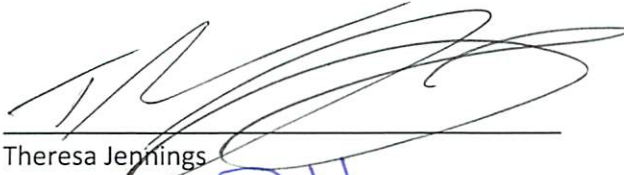
Livermore Valley Joint Unified School District



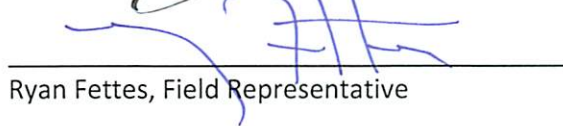
SIDE LETTER BETWEEN
THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 1021 &
LIVERMORE VALLEY UNIFIED SCHOOL DISTRICT
ON January 8, 2019

The Service Employees International Union (SEIU) and the Livermore Valley Unified School District agree that the \$ 100.00 Reimbursement for cell phone use defined under CBA Article 26 Titled Rain Gear shall be applied to an approved retirement plan of the employee's choice.

For SEIU

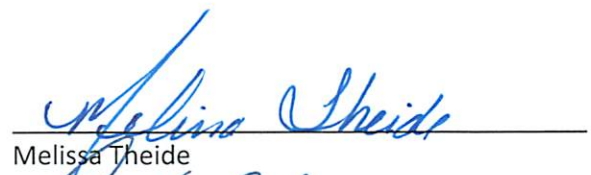


Theresa Jennings



Ryan Fettes, Field Representative

For LVJUSD



Melissa Theide



Chris VanSchaack