

AGREEMENT
BETWEEN
THE LIVERMORE VALLEY
JOINT UNIFIED SCHOOL DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION
LIVERMORE CHAPTER
LOCAL 1021

JULY 1, 2023 – JUNE 30, 2026

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

LIVERMORE, CALIFORNIA

BOARD OF EDUCATION


Emily Prusso President
Steven Drouin..... Clerk
Craig Bueno..... Member
Deena Kaplanis..... Member
Christiaan VandenHeuvel..... Member
Dr. Torie F. Gibson..... Superintendent


SERVICE EMPLOYEES INTERNATIONAL UNION
LIVERMORE CHAPTER
LOCAL 1021


Kirsty Governor..... President
Sabrina Hankins Secretary
Georgia E Angelos Treasurer
Solar El..... Chief Steward


SEIU/LVJUSD 2023-2026 CONTRACT


IN WITNESS WHEREOF the action taken by the Service Employees International Union, Livermore Chapter Local 1021, to ratify this agreement on April 23, 2024, 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 May 7, 2024, the District has caused this Agreement to be signed by its Superintendent.


DocuSigned by:

 Kirstin Governor
 President
 Service Employees International Union
 Local 1021


 Chris Van Schaack
 Superintendent of Schools
 Livermore Valley Joint Unified School District

DocuSigned by:

 David Canham
 SEIU - Executive Director

DocuSigned by:

 Nely Obligation
 SEIU - Deputy Director of Advocacy
 and Internal Organizing

DocuSigned by:

 Kaden Kratzer
 SEIU – Education Team Field Director

Signed by:

 Matt Kennedy
 SEIU - Field Representative

Signed by:

 Sabrina Hankins
 Negotiations Team Member, Local 1021

DocuSigned by:

 Georgia Angelos
 Negotiations Team Member, Local 1021


Signed by:

 Solar El
 Negotiations Team Member, Local 1021

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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 are 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 their 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 New Employee Orientation

In-Person Orientation Meetings:

- (a) The Union shall have access to employees newly hired into positions within the bargaining unit during the District's new employee orientation process as follows:
 - a. Within the first thirty (30) calendar days from date of hire
 - b. During regular working hours and without loss of compensation
 - c. Before and after regular working hours and with compensation
 - d. Notification of Orientation to employees will be made by the District
- (b) Any employee who misses their scheduled orientation will be notified and required to attend a make-up attendance date. The makeup attendance date shall be scheduled within ten (10) calendar days of the initial missed

orientation.

- (c) A Union designee, including but not limited to, Union representatives, officers, stewards, and members, shall conduct the sessions covered under this agreement.

Meeting with Union Designee(s)

Newly hired employees shall be granted release time to attend a 1-hour orientation meeting, without loss in compensation, to meet with the Union designee(s) during regular working hours or before/after regular work hours and onsite. The District representatives shall be absent from the room during any sessions, meetings, or training conducted by the Union with Newly Hired Employees.

Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and training covered by this agreement.

Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or training conducted by the Union with Newly Hired Employees.

Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meetings with Newly Hired Employees.

Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format (in an Excel or CSV file format) with the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within thirty (30) working days of the date of hire (Gov. Code § 3558).

Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any on-boarding meeting and send an electronic list of expected participant(s) at least forty-eight (48) hours in advance of the on-boarding meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of Newly Hired Employees.

Group Orientations: In the event the District conducts a group orientation, SEIU shall have a minimum of one (1) hour, including travel time (additional 30 minutes), of paid release time for an SEIU representative to cover the orientation session.

Additionally, the Union may request on a monthly basis, and the District shall provide to the Union office every 120 days, the following information for all bargaining unit

employees (in an Excel or CSV file format):

- Employee ID Number
- First Name/Middle Name/Last Name
- Address/City/State/Zip Code
- Home Phone/Work Phone
- Email Address
- Hire Date
- Seniority Date
- Job Class Code/Job Class Description
- Job Type (FT, PT, TEMP, As Needed, Substitute)
- Appointment Type
- Status (Active, On Leave, etc.)
- Pay Rate/Pay Step
- Bargaining Unit Code
- Bargaining Unit Description
- Dept. Code/Dept. Description
- Sub-Dept. Code/Sub-Dept. Description
- Work Location Description
- Work Location Address/City/State/Zip Code
- Shift (incl. days & hours)

- 4.11 The Union may hold a twenty (20) minute orientation session, once a year, at the conclusion of a District scheduled in-service training.

ARTICLE 5: DUES DEDUCTION

5.1 Dues/COPE/Union-Sponsored Benefit Program Deductions

- a. The District shall honor an employee's check-off authorization for dues, COPE, or other Union-sponsored program, which are submitted in writing, through electronically recorded phone calls, via online deduction authorization, or by any other means of indicating agreement allowable under state and federal law, regardless of whether or not the employee is a member of the Union.
- b. Deductions for dues, COPE, or other Union-sponsored programs shall start the pay period after the District receives notification of the authorization. The District shall transmit such payments to the Union through electronic funds transfer no later than thirty (30) days after the deduction from the employee's earnings occurs.
- c. Requests to authorize dues/other deduction(s), or requests to change status regarding such deductions, shall be directed to the Union rather than the District. The District shall rely on the Union's explanations in a certified list, submitted by a representative of the Union who has authority to bind the Union, regarding whether an authorization/change in deduction(s) has been requested by the employee.
- d. The Union shall not provide the employer with a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

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

5.2 Data Pertaining to Deductions

The employer shall produce to SEIU Local 1021's Membership Department each month, on a regular ongoing basis, a malleable electronic file (in an Excel or CSV file) format containing the following information:

1. Full Name (first, middle, last, suffix)
2. Employee Number
3. Job Classification
4. Job Type (full-time, part-time, per diem, as needed)
5. Bargaining Unit
6. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount.
7. Pay Step
8. Pay Rate
9. Pay Status (active, on leave, separated from employment, etc.)

10. Department

11. Division (subcode of the department)

- 5.3 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.
- 5.4 The District shall transmit all sums so deducted to the Union designee within 30 days of receipt. 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 a 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 (IRS mileage rate reimbursement), shall not apply; and
 - c. Employee consideration of a new assignment be based on seniority date, 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 Child Nutrition Workyear - The Child Nutrition employee workyear will be a minimum of one hundred eighty-two (182) days, and fourteen (14) paid school year holidays.
- 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 paid as 1 FTE.
 - 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 their shift shall not lose such compensation if they are 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 their 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 their lunch/dinner break to perform an assignment shall be provided with another time in the daily work schedule to complete their 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 work shifts 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 employees.
- 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, they 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 their 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 their 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 they are not scheduled to work or called back to work after completion of their 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-workday (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 from 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 they been in a working status.
- 8.5 Vacation Pay Upon Termination - When an employee in the Bargaining Unit is terminated for any reason, they 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 they are on leave due to illness or injury, they may request that their 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 their 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 their 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. Managers 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 their 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 their 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 actions 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 a 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 their designee. Within five (5) days from the receipt of the grievance, the Superintendent or their designee shall meet with the grievant(s) in an attempt to resolve the grievance. Within three (3) days after this meeting, the Superintendent or their 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 their 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 them 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; or
- b. Issues involving the content of evaluation.

The Arbitrator shall be limited in their 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 their 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 they have 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 a 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 their 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 pro rata 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 they 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 their 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 their 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 they worked.
- 11.1.9 An employee shall present to the Human Resources Office a doctor's verification of illness for an absence of sick leave that occurs after an employee has exhausted their accumulated sick leave.
- 11.1.10 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 five (5) cumulative days within any thirty (30) calendar day period, and/or
- b. When there is evidence for the District's Human Resources Officer to question the appropriateness of the use of sick leave to cover an absence.

11.1.11 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.

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

11.1.13 Except under extraordinary circumstances, an employee shall notify their immediate supervisor, or their 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) workdays per annum.

11.2.2 Personal Necessity Leave may be used by the employee at their 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 three (3) days' 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 Bay Area, where no travel, or travel under three-hundred (300) miles; five (5) days are allowed for deaths within the immediate family outside the State of California, or when travel in excess of three-hundred (300) miles.

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 or domestic partner's grandmother or grandfather, uncle, aunt, 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 approval by the Board of Education.

11.5.1.3 In the event that both parents are employed by the District, each parent will be allowed one (1) 12-week period of leave pursuant to the California Family Rights Act (CFRA) effective January 1, 2021. Employees may have additional rights under the 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 their 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 their 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 their 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 they are 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 of jury duty on any day.

- 11.9.7 Employees serving less than four (4) hours of jury duty on 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 they are not an interested party.
- 11.10.3 No salary shall be paid in cases where an employee is a voluntary witness appearing in their 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 their 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 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, they 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 their regular salary from the District, they are required to endorse over to the District all temporary disability payments received from the 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 their full salary during the period of their 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 their position, they 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, they shall be employed in a vacant position in the class of their 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 they 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 a 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 they 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 their 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 their ability to resume the duties of a position within the class to which they were 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. They shall be restored to a position within the class to which they were assigned and if at all possible, to their 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 their position, they 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 their position, they shall be reemployed in the first vacancy in the classification of their previous assignment. Their 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 they shall be ranked according to their proper seniority. Upon resumption of their duties, the break in service will be disregarded and they 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 they have exhausted all of their 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 their 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 they continue 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; or

- 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 their FMLA leave to care for a member of their 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 attack, stroke, 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, their entitlement to 12 weeks of FMLA leave shall be reduced by the amount of leave they exhaust. 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 on or about the end of the fifth (5th) month of their probation by their designated supervisor. The evaluation period shall end at the conclusion of the fifth (5th) actual month of work. Contained in the evaluations at the end of the fifth (5th) month will be a statement as to whether or not the employee shall be recommended for permanent status.

12.1.1 The probationary period is 6 months or 130 days of paid service as defined by Education Code Section 45113a.

- 12.2 Permanent Employees - Except as provided in this Article, the service evaluation reports for permanent employees on the evaluation cycle shall be submitted to the Executive Director of Human Resources annually by the immediate supervisor. Performance evaluations shall be performed every year prior to July 1. A permanent employee who is promoted shall be evaluated at two (2) months and five (5) months.

12.2.1 An employee shall achieve permanent status in their new job classification upon successful completion of their sixth (6th) month in the new classification. An employee who is unsuccessful in completion of their sixth (6th) month shall be returned to a position in their former classification.

- 12.3 Procedure for Evaluating Employees

Evaluation Purpose - Recognizing that employees comprise the District's most valuable resource, the purpose of conducting a yearly performance evaluation is to encourage excellence by providing a written and oral assessment of work performance. The performance evaluation system is designed to communicate performance standards for the position and encourage professional growth and improvement of skills and other performance aspects of the employee being evaluated.

Performance evaluation is not a disciplinary measure. The entire evaluation must be based on the employee's current assignment and must also be based on the job descriptions of their classification. The evaluator shall consider each category and mark the box that most closely represents the employee's performance throughout the evaluation period.

Performance evaluation shall not include any issue(s) that the employee was not notified of prior to the evaluation and was not given a reasonable period of time to address the issue(s).

The evaluator shall provide an explanation or narrative to substantiate any area of work that needs improvement.

- 12.3.1 Each employee is to be evaluated by their designated supervisor. The designated supervisor may consult with the person who assigns and checks more of the work of the employee than any other person, including the Child Nutrition Lead III in Food Services; Senior Skilled Trades Worker in Maintenance; Foreman in Grounds; or Site Head Custodian in Facilities, before completion of the evaluation.

- 12.3.2 Evaluations shall be made in a joint conference between the employee and their supervisor. Evaluations may include consult from the person who assigns and checks more of the work of the employee, including the Child Nutrition Lead III in Food Services; Senior Skilled Trades Worker in Maintenance; Foreman in Grounds; or Site Head Custodian in Facilities. 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 acknowledge receipt of their evaluation by signing the form.
- 12.3.4 The completed and signed evaluation form will be forwarded by the supervisor to the Executive Director of Human Resources.
- 12.3.5 Any employee who is dissatisfied with the performance evaluation they have received from the assigned administrator may request a review of the rating by the Executive Director of Human Resources.
- 12.3.6 After review of the evaluation, if the employee is dissatisfied with the evaluation they 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, who may consult with the Child Nutrition Lead III in Food Services; Senior Skilled Trades Worker in Maintenance; Foreman in Grounds; or Site Head Custodian in Facilities. Said evaluation shall provide definite information regarding areas of strength or weakness referred 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.

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 their 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 they sustain 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 their 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. For the 2024-2025 school year, a one-time increase of 0.51% in total compensation will be applied to salary, retroactive to July 1, 2024. However, if the state-funded Transitional Kindergarten (TK) add-on for the 2025-2026 school year meets or exceeds \$5,700 per ADA, this 0.51% increase will become permanent and added to the SEIU Salary Schedule.

The prior contracts called for the following:

- 14.2.1 3% ongoing compensation increase to the 2023-2024 base salary schedule beginning July 1, 2023. The parties agree to reopen on any new general fund, growth money, and non-designated money coming into the District.
- 14.2.2 4% retroactive compensation increase covering the 2020-2021 year, payable July 1, 2021, 3% of which will be ongoing.

The salary schedule dated 6/29/21 shall be increased 3%, retroactive to July 1, 2021.

4% compensation increase ongoing shall be applied to the salary schedule July 1, 2022.

- 14.2.3 Effective July 1, 2017, all SEIU unit members shall receive an increase of 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, onetime payments, or benefit improvements shall not be lower than negotiated with any other bargaining unit.

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 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.

- 14.2.4 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.
- 14.2.5 Effective July 1, 2008, the salary schedule shall be increased by 2.0% retroactive to July 1, 2008.
- 14.2.6 Effective January 1, 2009, the salary schedule shall be increased by 2.0%.
- 14.2.7 Effective July 1, 2009, the salary schedule shall be increased by .53%.
- 14.2.8 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

14.3.3 As of July 1, 2024, the following modifications will be made to the salary schedule:

An additional step and column (G) will be added to the existing salary schedule in the amount of an additional 1.46%. All bargaining unit employees who have been at Step and Column F for a full year as of July 1, 2024, will be placed at the new Step and Column (G).

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 workday 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 they are presently working shall have their salary adjusted upward for the entire workday, for which they are 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 an 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 their anniversary date shall not lose their 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 they 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 their 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>
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-, or 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 they 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 costs and trends.
- 16.10 State Disability Insurance - Subject to the provisions of the following paragraph, the employee shall have the option of (1) using their accumulated sick leave before using State Disability Insurance benefits, (2) using only State Disability Insurance benefits before using their 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. Both 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 they are 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 they notified their 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 the 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 they are 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 position to another provided the position is in the same job class or a different job class with substantially similar duties, responsibilities, qualifications and the same salary range.

Promotion is defined as movement of a present employee to a position job class with a higher maximum compensation.

- 18.2 All vacancies shall be posted by the District for not less than five (5) working days at all work locations and on the District website 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 twenty-four (24) 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 job class in the District. The District shall also consider a promotion of employees in lower classifications.

18.5.1 The District shall first consider qualified applicants requesting a transfer to the vacant position.

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

18.5.2 If no qualified or eligible employees request a transfer, the District shall consider offering the vacant position to qualified applicants requesting a promotion.

18.5.2.1 Selection for promotion 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 their immediate administrator of their 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, a rationale for not approving the transfer or promotion within ten (10) days after the employee has submitted the request.
- 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 their 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, they 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 their 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 The District will promote worker safety by addressing workplace hazards using the hierarchy of controls defined by OSHA and will take whatever action is necessary to address the hazard at the highest level that is feasible. When a workplace hazard is identified, the District will eliminate the hazard wherever possible. When that is not possible, the District will adopt a substitution or engineering controls to reduce or eliminate the exposure to the hazard for employees. If those steps are not possible, the District will adopt administrative controls such as training or reassignment. Finally, if nothing else is possible, the District will provide sufficient PPE.
- 20.3 Employees will report any unsafe working conditions to their immediate supervisor as soon as possible upon discovery. The Director or Superintendent's designee will be contacted immediately if an emergency safety problem arises.
- 20.4 Employees have the right to refuse work that would violate a safety standard and create a real and apparent hazard to themselves or coworkers. (Labor Code 6311)
- 20.4.1 Employees must first notify their supervisor and give them a chance to fix the hazard before refusing work.
- 20.5 Safety Committee
- 20.5.1 The District agrees to establish a district-wide Safety Committee designed to address health and safety issues, protocols, and policies related to workplace hazards, violence prevention, and safety training.
- 20.5.2 The District and the Union will appoint their own representatives.
- 20.5.3 The Union shall have a minimum of three (3) representatives.
- 20.5.4 The Safety Committee shall meet no less than two (2) times per academic year and upon the request of either the District or the Union.
- 20.5.5 The Director or Superintendent's designee will be contacted immediately if an emergency safety problem arises.
- 20.5.6 All records of workplace violence hazard identification, evaluation and correction, training, incident logs, and workplace violence incident investigations will be made available to the Safety Committee.
- 20.6 Employees will receive appropriate training for existing workplace hazards.
- 20.7 There will be no loss of compensation for employees attending assigned workplace safety and violence prevention training during or after regular work hours.

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 their 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 their 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 their 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 them 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 a 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 a 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 a 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 their own behalf with counsel or such representation as they consider necessary, and be heard in their 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 their 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 the 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 them 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 an 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 their 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 their 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: EQUIPMENT, SAFETY, and CELL PHONES

- 26.1 Raingear: The District shall provide raingear for Delivery Drivers, Delivery Driver Helpers, Maintenance Workers, Groundskeepers, and Child Nutrition staff. One (1) set of raingear per building site for custodians, shall also be provided. Raingear will be replaced as needed and will be returned at the termination of employment.
- 26.2 Clothing: The following clothing allowances will be provided by the District for the following classifications:
- 26.2.1 Custodians: District will provide five (5) shirts annually for members of the custodial staff. Additionally, custodians shall be reimbursed with proof of purchase (receipt) up to \$150 (one hundred fifty) per year for the purchase of non-slip/slip-resistant shoes or boots.
- 26.2.2 Maintenance, Grounds, and Warehouse: Maintenance, Grounds and Warehouse staff will annually receive five (5) shirts. Additionally, Maintenance, Grounds, and Warehouse staff shall be reimbursed with proof of purchase (receipt) up to \$200 (two hundred) per year for the purchase of reinforced or steel-toed work boots that minimally conform to ASTM F2413 Class 50 standards.
- 26.2.3 Food Services: Child Nutrition staff, working in kitchens, will receive three (3) aprons upon hire. Replacements will be reissued upon employee request. Additionally, Child Nutrition employees will be reimbursed with proof of purchase (receipt) up to \$125 (one hundred and twenty-five) per year for non-slip/slip-resistant shoes.
- 26.3 Cell phone use: In recognition of cell phones being the best way of communicating with the following bargaining unit members: Maintenance and Grounds staff, Head Custodians, Custodians, Child Nutrition Lead I, II, and III's, and delivery drivers, SEIU Local 1021 Members shall receive a monthly payment of ten dollars (\$10) for their personal cell phone to communicate during work hours, or in any other capacity related to their assignment.
- 26.4 Epidemic, Pandemic, Natural Disaster, and/or Quarantine:
- Employees shall be paid their regular salary for any period during which their place of employment is closed because of Epidemic, Pandemic, Natural Disaster, and/or Quarantine involving the health or safety of employees, provided that the employee is ready, able and willing to perform their customary or other reasonable and suitable duties. During this period, employees may be reassigned to work elsewhere.
- 26.5 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 in-service 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, coverage shall be for the 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 their 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 workday 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 workday 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/or 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 their 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 their 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)

The parties agree to a Contract reopener on July 1, 2024, for the FY 2024-2025, limited to:

- Article 14: Pay and Allowances and Article 16: Health and Welfare
- Two (2) non-monetary items

The parties agree to a Contract reopener on July 1, 2025, for the FY 2025-2026, limited to:

- Article 14: Pay and Allowances and Article 16: Health and Welfare
- Two (2) non-monetary items

ARTICLE 32: DURATION

32.1 This Agreement shall be in effect from July 1, 2023, through June 30, 2026.

32.2 Me Too

If, during the duration of this agreement, the District agrees to provide a higher salary increase, one-time payment, or district contributions to health and welfare benefits including vision and dental to another exclusive bargaining unit, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same percentage increase as that of other exclusive bargaining units.

32.3 This agreement shall remain effective and in full force until such time as a successor has been ratified by both parties.

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 their death.

- (b) Has been married to the retiree at least one full year before their 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.

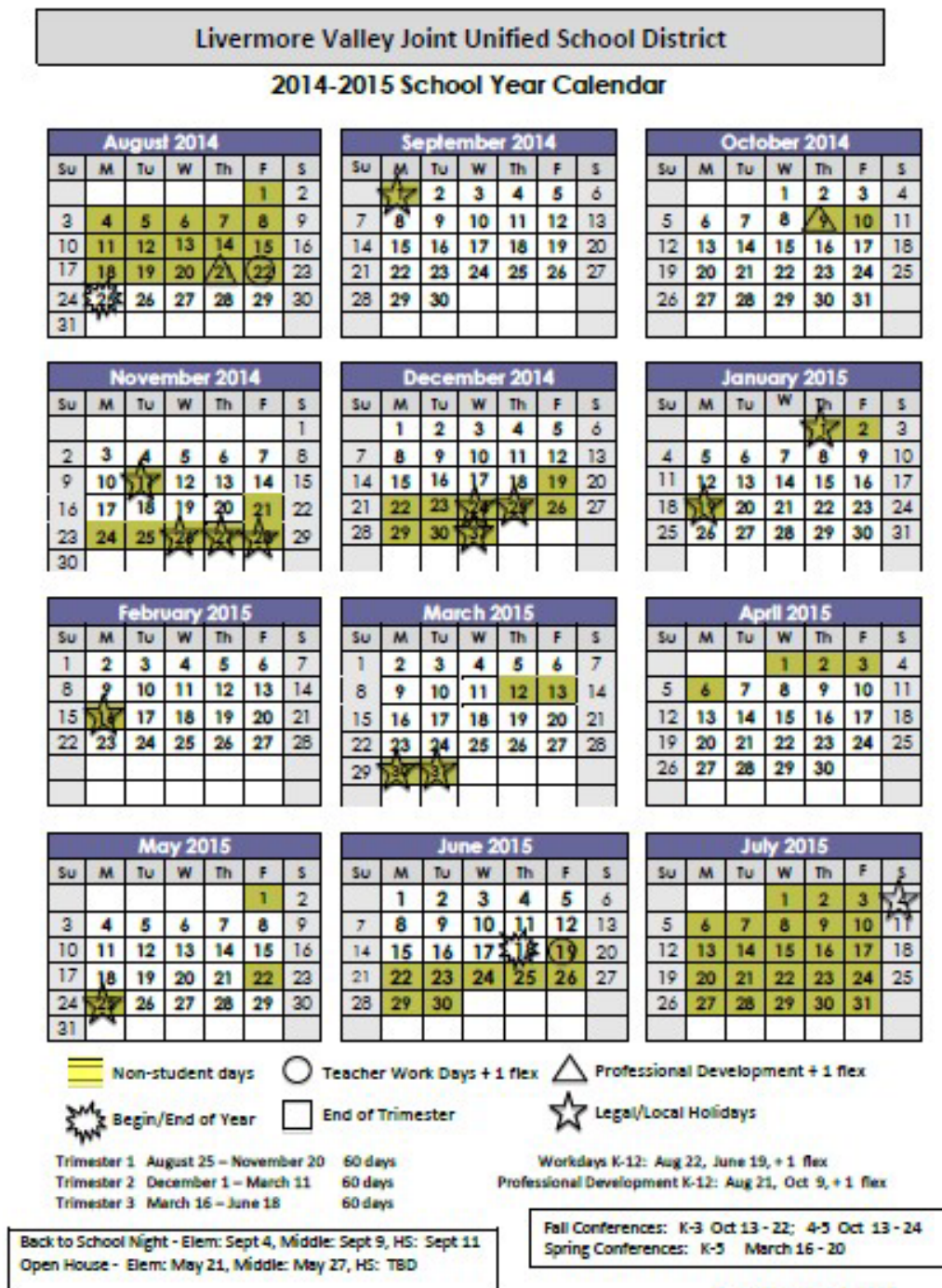
12. Unit members shall not be vested in retiree medical, dental or vision benefits provided by the trust until retirement from the Livermore Valley Joint Unified School District and the eligibility requirements for benefits are met. Unit members leaving the employ of the District before retirement shall 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.

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX B-1

2104-2015 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



**LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX B-2**

2015-2016 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

Livermore Valley Joint Unified School District

2015-2016 School Year Calendar

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

September 2015						
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27	28	29	30			

October 2015						
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November 2015						
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29	30					

December 2015						
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27	28	29	30	31		

January 2016						
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31						

February 2016						
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28	29					







March 2016						
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April 2016						
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May 2016						
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29	30	31				

June 2016						
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July 2016						
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24	25	26	27	28	29	30
31						

-  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 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

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX C-1

2016-2017 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

Livermore Valley Joint Unified School District						
2016-2017 School Calendar						
August 2016						
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July 2017						
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30	31					

Non-student days
 Begin/End of Year

Teacher Work Days + 1 flex
 End of Trimester

Prof. Development + 1 flex
 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

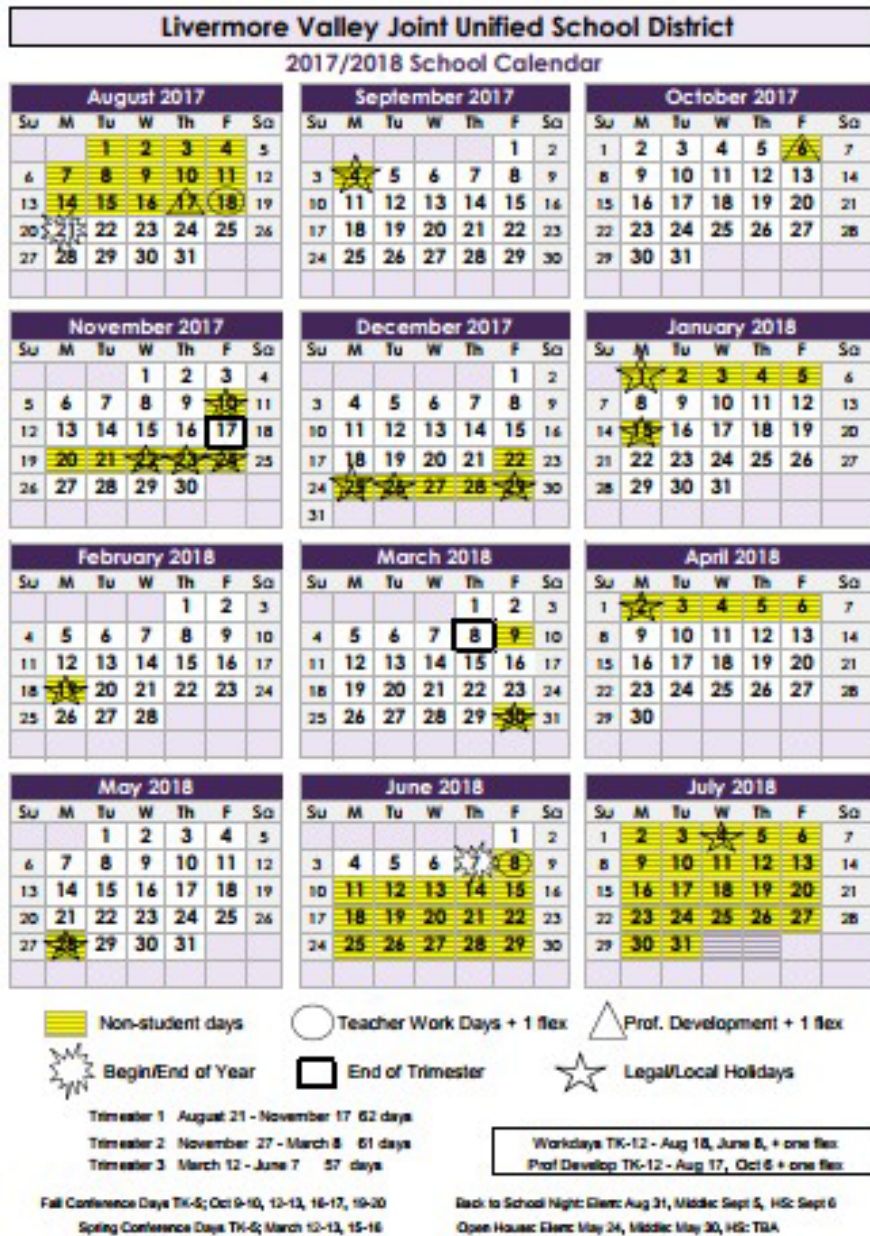
Fall Conferences: TK-5 Oct 10-11, 13-14, 17-18, 20-21

Spring Conferences: TK-5 March 13-14, 16-17

Board Approved 9.1.15/rev.11.14/rev.9.1.15

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX C-2

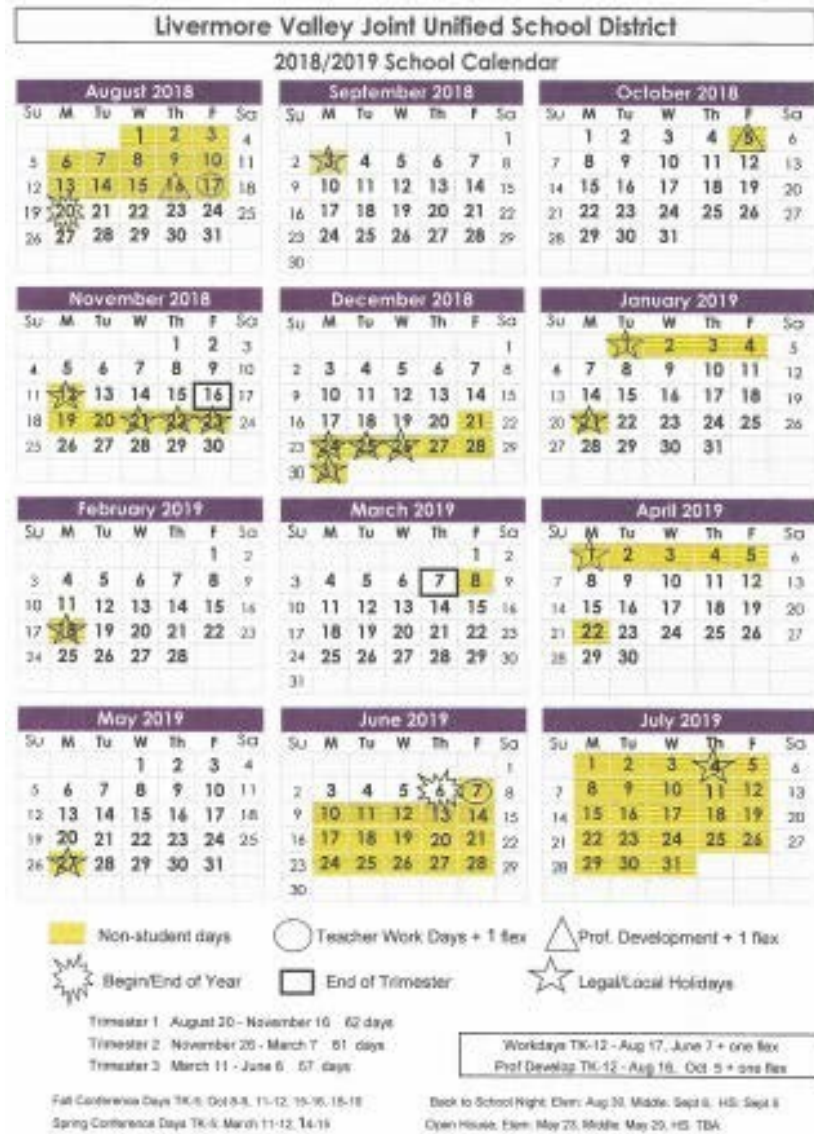
2017-2018 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



Board Approved 12/13/16

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT APPENDIX C-3

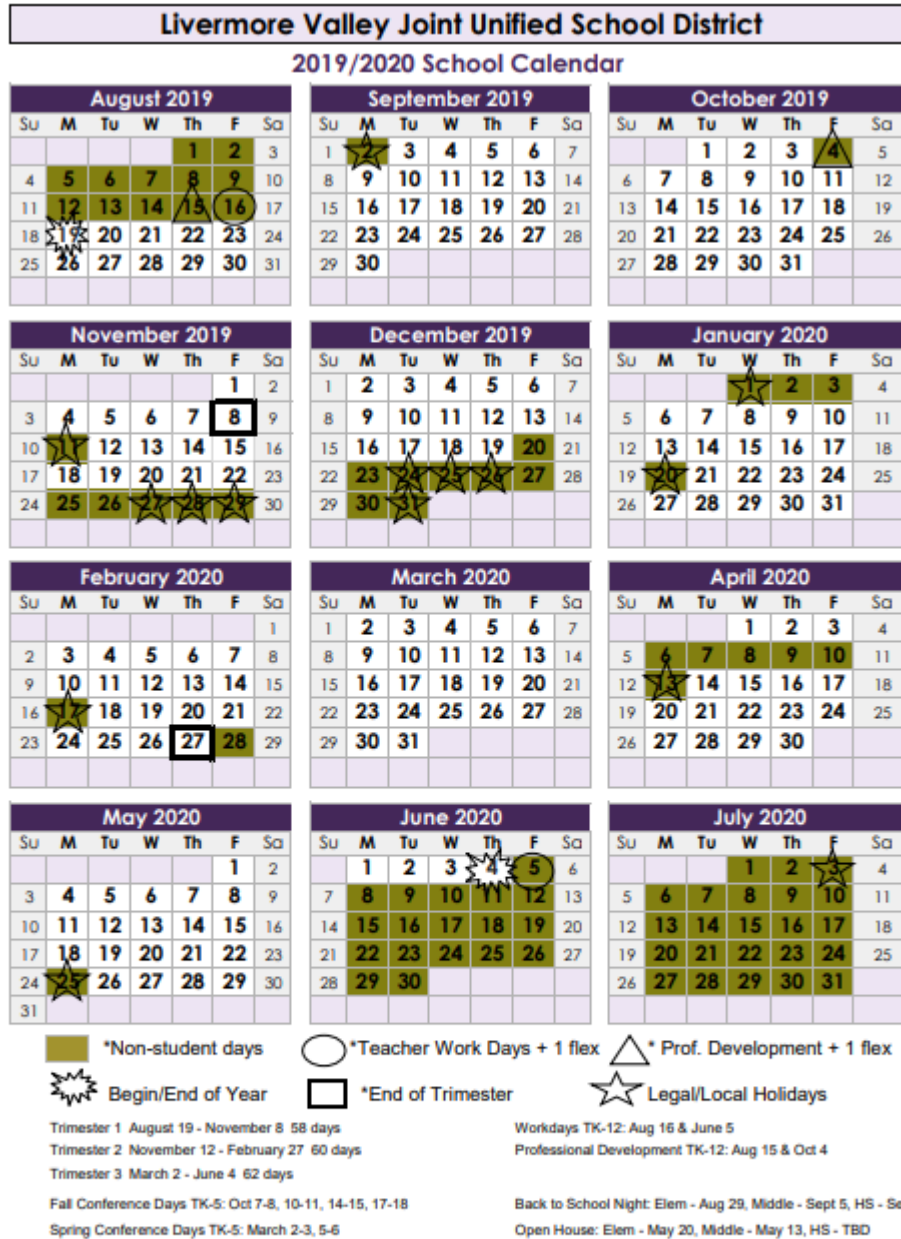
2018-2019 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



Board Approved 12/12/17

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX C-4

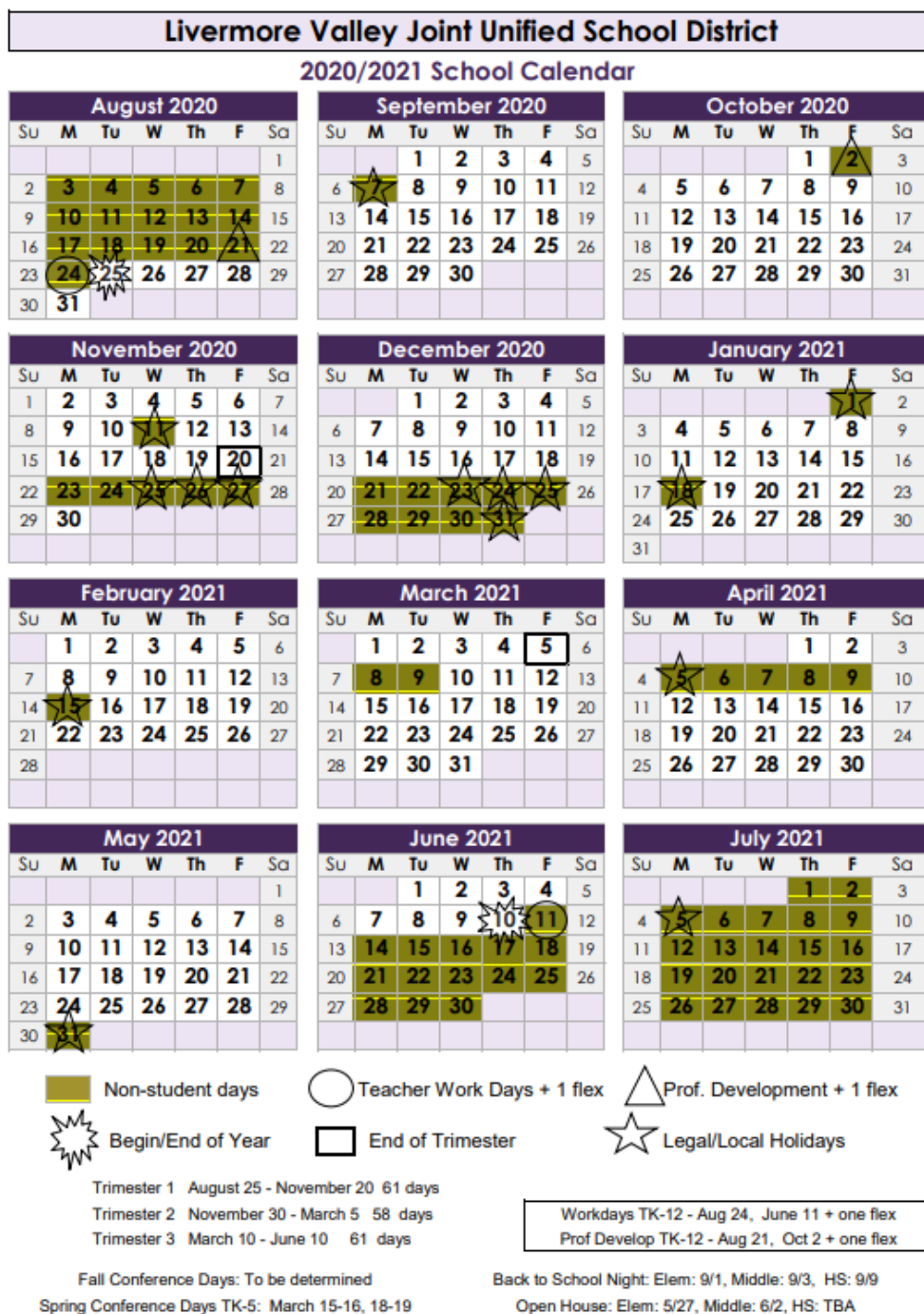
2019-2020 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



Board-approved 6/11/19

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX C-5

2020-2021 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



Board-approved
2/4/2020

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX C-6

2021-2022 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

Livermore Valley Joint Unified School District																																																							
2021/2022 School Calendar																																																							
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Updated 4/15/22

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX C-7

2022-2023 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

Livermore Valley Joint Unified School District																																																							
2022/2023 School Calendar																																																							
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3.21.22

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT



APPENDIX C-8



2023-2024 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER



LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023/2024 School Calendar

August 2023							September 2023							October 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
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-  Non-student days
 Begin/End of Year

 Teacher Work Days + 1 flex
 End of Trimester

 Prof. Development + 1 flex
 Legal/Local Holidays

Trimester 1 August 21 - November 17 61 days
 Trimester 2 November 27 - March 7 61 days
 Trimester 3 March 11 - June 6 58 days

Fall Conference Days TK-5: Oct. 9-10, 12-13, 16-17, 19-20
 Spring Conference Days TK-5: March 11-12, 14-15

Workdays TK-12: Aug. 18, June 7 + one flex
 Prof Develop TK-12: Aug. 17, Nov. 1 + one flex
 Early Release Days TK-5: Aug. 21, 22 & 23 and Dec. 21
 Early Release Days 6-12: Aug. 21 and Dec. 21

Back to School Night: Elem: 9/7, Middle: 9/14, HS: 9/13
 Open House: Elem: 5/30, Middle: 5/29, HS: TBA

Board Approved 2.7.23
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LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT APPENDIX C-9

2024-2025 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2024/2025 School Calendar

August 2024							September 2024							October 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2	3	1	★	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

November 2024							December 2024							January 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
					1	2	1	2	3	4	5	6	7				★	★	★	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	★	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	★	★	★	26	27	19	★	21	22	23	24	25
24	25	26	★	★	★	30	29	30	31					26	27	28	29	30	31	

February 2025							March 2025							April 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
						1							1			1	2	3	4	5
2	3	4	5	6	7	8	2	3	4	5	6	7	8	6	7	8	9	10	11	12
9	10	11	12	13	14	15	9	10	11	12	13	14	15	13	14	15	16	17	18	19
16	★	18	19	20	21	22	16	17	18	19	20	21	22	20	21	22	23	24	25	26
23	24	25	26	27	28		23	24	25	26	27	28	29	27	28	29	30			

May 2025							June 2025							July 2025						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	★	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	★	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	★	27	28	29	30	31	29	30						27	28	29	30	31		

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

HS Semester 1: August 13 - December 20 (85 days)

HS Semester 2: January 6 - May 29 (95 days)

Elem./MS Trimester 1: August 13 - November 8 (61 days)

Elem./MS Trimester 2: November 12 - February 28 (62 days)

Elem./MS Trimester 3: March 3 - May 29 (57 days)

Fall Conference Days TK-5: Sep. 16-17, 19-20, 23-24, 26-27

Spring Conference Days TK-5: March 10-11, 13-14

Workdays TK-12: Aug. 12, Nov. 1, May 30 + one flex

Prof Develop TK-12: October 4 + one flex

Additional Early Release Days TK-5: Aug. 13-15, Dec. 20

Additional Early Release Days 6-12: Aug. 13, Dec. 20

Back to School Night: Elem: Aug. 22, Middle: Aug. 29, HS: Aug. 28

Open House: Elem: May 15, Middle: May 14, HS: TBA

Board Approved 1.16.24

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX C-10

2025-2026 CALENDAR – HOLIDAY SCHEDULE – YEARLY PLANNER

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT						
2025-2026 School Calendar						
August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
September 2025						
Su	M	Tu	W	Th	F	Sa
	★	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				
October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	★	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	★	28	29
30						
December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	★	26	27
28	29	30	31			
January 2026						
Su	M	Tu	W	Th	F	Sa
				★	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	★	20	21	22	23	24
25	26	27	28	29	30	31
February 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	★	17	18	19	20	21
22	23	24	25	26	27	28
March 2026						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				
April 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
May 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	★	26	27	28	29	30
31						
June 2026						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	★	20
21	22	23	24	25	26	27
28	29	30				
July 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	★	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	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 Semester
  End of Trimester
  Legal Holidays

HS Semester 1: August 13 - December 19 (84 days)

HS Semester 2: January 5 - May 28 (96 days)

Elem./MS Trimester 1: August 13 - November 7 (61 days)

Elem./MS Trimester 2: November 12 - February 27 (61 days)

Elem./MS Trimester 3: March 2 - May 28 (58 days)

Fall Conference Days TK-5: Oct 6 - Oct 17

Spring Conference Days TK-5: March 9 - March 13

Workdays TK-12: Aug. 12, May 29 + one flex

Prof Develop TK-12: Aug. 11, Oct 24 + one flex

Additional Early Release Days TK-5: Aug. 13-15, Dec. 19

Additional Early Release Days 6-12: Aug. 13, Dec. 19

Back to School Night: Elem: Aug. 21, Middle: Aug. 28 , HS: Aug. 27

Open House: Elem: May 13, Middle: May 14, HS: TBD

Board Approved 04.15.25

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

APPENDIX D

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT SERVICE EMPLOYEES INTERNATIONAL, LOCAL 1021

SALARY SCHEDULE

2025-2026

Effective July 1, 2025

JOB CLASS		#	WORK YEAR	
Custodian I		15	12 months	
Custodian II		16	12 months	
Child Nutrition Assistant		15*	196 days	
Child Nutrition Assistant / Delivery Driver		17*	196 days	
Child Nutrition Lead I		16*	196 days	
Child Nutrition Lead II		17*	196 days	
Child Nutrition Lead III		19*	196 days	
Graphics Printer		20	12 months	
Groundskeeper		17	12 months	
Groundskeeper Foreman		21	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 Skilled Trades Worker		24	12 months	
Skilled Trades Worker		23	12 months	
Skilled Trades Worker Foreman		24	12 months	
Warehouse Worker		18	12 months	

Job Class	Salary	A	B	C	D	E	F
15	Monthly	\$4,089	\$4,294	\$4,508	\$4,733	\$4,969	\$5,217
	Hourly	\$23.59	\$24.77	\$26.01	\$27.31	\$28.67	\$30.10
16	Monthly	\$4,294	\$4,508	\$4,733	\$4,969	\$5,217	\$5,478
	Hourly	\$24.77	\$26.01	\$27.31	\$28.67	\$30.10	\$31.60
17	Monthly	\$4,508	\$4,733	\$4,969	\$5,217	\$5,478	\$5,751
	Hourly	\$26.01	\$27.31	\$28.67	\$30.10	\$31.60	\$33.18
18	Monthly	\$4,733	\$4,969	\$5,217	\$5,478	\$5,751	\$6,038
	Hourly	\$27.31	\$28.67	\$30.10	\$31.60	\$33.18	\$34.84
19	Monthly	\$4,969	\$5,217	\$5,478	\$5,751	\$6,038	\$6,340
	Hourly	\$28.67	\$30.10	\$31.60	\$33.18	\$34.84	\$36.58
20	Monthly	\$5,217	\$5,478	\$5,751	\$6,038	\$6,340	\$6,657
	Hourly	\$30.10	\$31.60	\$33.18	\$34.84	\$36.58	\$38.41
21	Monthly	\$5,478	\$5,751	\$6,038	\$6,340	\$6,657	\$6,989
	Hourly	\$31.60	\$33.18	\$34.84	\$36.58	\$38.41	\$40.32
22	Monthly	\$5,751	\$6,038	\$6,340	\$6,657	\$6,989	\$7,338
	Hourly	\$33.18	\$34.84	\$36.58	\$38.41	\$40.32	\$42.34
23	Monthly	\$6,038	\$6,340	\$6,657	\$6,989	\$7,338	\$7,705
	Hourly	\$34.84	\$36.58	\$38.41	\$40.32	\$42.34	\$44.45
24	Monthly	\$6,340	\$6,657	\$6,989	\$7,338	\$7,705	\$8,090
	Hourly	\$36.58	\$38.41	\$40.32	\$42.34	\$44.45	\$46.67

*194 Day & 196 Day Work Years receive a Vacation Factor	Years of Service	Vacation Factor
Monthly rate is based on a Full Time 12 Month Work Year and includes authorized Holidays. Salary schedule does not include District contribution for Health Benefits. Professional Growth / Article XIX	0-5 Years	4.9%
	6-10 Years	7.2%
	11-15 Years	8.3%
	16-20 Years	8.7%
	21 Years & Up	9.1%

This salary schedule was produced by increasing the 2022-2023 salary schedule that was approved in March 2023 by 3%, effective July 1, 2023. 2024-2025 Salary Schedule was updated to reflect changes to Child Nutrition job classes.

Board Approved 6/17/25
An Equal Opportunity Employer

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

APPENDIX E

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.

II. 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 a 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.

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

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 their 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 the 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

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT
APPENDIX F

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

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

SIDELETTER 1


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

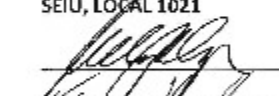
This agreement is made and entered into, by and between the Livermore Valley Joint Unified School District and the Service Employees International Union, Local 1021 (SEIU) with respect to the following:

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

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:

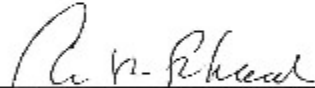
FOOD SERVICE EMPLOYEES (PROFESSIONAL DEVELOPMENT)

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

Agreed this 26 day of March, 2012, in Livermore, California.



SEIU, LOCAL 1021



Livermore Valley Joint Unified School District

