## Agreement Between The Livermore Valley Joint Unified School District And The California School Employees Association and its Livermore Chapter #334

- 1. The teams agree to the Tentative Agreement on Article 13: Pay and Allowance;
- 2. The teams agree to continue successor negotiations on all outstanding articles.

## **ARTICLE 13: PAY AND ALLOWANCE**

- 13.1 Salary schedule shall be in accordance with Appendix C, inclusive of a 4% retroactive compensation increase covering the 2020-2021 year, payable by July 1, 2021. 3% compensation increase will be ongoing beyond the end of the 2020-2021 school year.
- When a new classification is developed, the District shall notify CSEA's President in writing not more than five (5) days after such determination. Within thirty (30) days of said notice, the parties shall meet to discuss salary for the new classification.
  - 13.2.1 Until such salary for the new classification has been determined it shall be placed on the salary schedule as deemed appropriate by the Superintendent.
  - 13.2.2 The procedure for filling a new classification shall be as follows:
    - 13.2.2.1 Under normal circumstances, the position will be filled after salary placement has been completed.
    - 13.2.2.2 If the position must be filled immediately, a temporary employee will be assigned to it until such time as salary placement has been completed. After said salary agreement, the position will be advertised in the normal manners.
- 13.3 The District agrees to implement a life insurance program providing \$7,000 for full-time and \$5,000 coverage for part-time unit members, at no cost to the employees.
- 13.4 The increased *District costs* of PERS, Workers' Compensation, and Unemployment Insurance will be paid by the District.
- 13.5 The District agrees to implement the program known as the Employer "PERS Pick up".

  This plan shelters the employee's contribution.
- 13.6 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.
  - 13.6.1 Less than 12-month employees shall have the option to receive payments in either 11 or 12 monthly installments. The District shall make this option available once each year and once employees have selected their option, they may not change it until the following year.
- 13.7 Any employee in the bargaining unit who is required to travel between work sites shall be reimbursed at the mileage rate set by the IRS, which rate shall become effective as of July 1st of each year. The same rate shall apply to all travel on District business. The amount due shall be payable in a separate warrant drawn once a month.
  - 13.7.1 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.

- 13.7.2 Any employee in the bargaining unit who is required by the District to travel between worksites will be compensated for fifteen (15) minutes of travel time for each trip. Travel time shall not increase the overall length of any employee's current workday.
- 13.8 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.
- 13.9 Longevity pay shall be continued in accordance with the following:
  - 13.9.1 Five percent (5%) of base salary beginning with the 11th year of employment in the Livermore Valley Joint Unified School District.
  - 13.9.2 An additional five percent (5%) of salary beginning with the 16th year of employment in the Livermore Valley Joint Unified School District.
  - 13.9.3 An additional five percent (5%) of salary beginning with the 21st year of employment in the Livermore Valley Joint Unified School District.
  - 13.9.4 An additional five percent (5%) of salary beginning with the 26th year of employment in the Livermore Valley Joint Unified School District.
  - 13.9.5 An additional five percent (5%) of salary beginning with the 31st year of employment in the Livermore Valley Joint Unified School District.
- 13.10 Longevity pay shall be determined by the initial employment date of a classified employee whether full or part-time.
- 13.11 An employee required by the program manager to perform duties inconsistent with his/her regular duties for a period of one (1) working day shall have his/her salary adjusted upward for the entire period he/she is required to perform such inconsistent duties. The rate of pay for such duties shall be at the first step of 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 classification of the person for whom the employee is substituting, the compensation shall be at least ten dollars (\$10.00) per month more than the salary received by the employee under his/her regular classification. If there is no absent employee, the employee performing such duties shall be compensated no less than ten dollars (\$10.00) per month more than the salary he/she normally receives. The rate of compensation shall be five percent (5%) above the unit member's regular rate of pay or the difference between the unit member's regular rate and the temporary rate, whichever is greater. In no event shall an employee receive acting pay unless the performance of inconsistent duties is approved by the site administrator and/or program manager. In no event shall an employee receive acting pay unless the performance of inconsistent duties is approved by the site administrator and/or program manager.

13.12 When an employee working less than full time is temporarily assigned to a position requiring additional hours in his/her classification, he/she shall be paid his/her hourly rate. The supervisor shall attempt to provide a timeline of the work to be performed. Such hours, exclusive of overtime hours, shall be recorded on a time sheet and shall be applied toward the employee's seniority in accordance with Education Code § 45308. All vacancies shall be posted in accordance with Article18.3.

## 13.13 Cell Phone Stipend:

- 13.13.1 All bargaining unit members shall be provided with a \$100 cell phone stipend for the 2019/2020 and 2020/2021 school years.
- 13.13.2 Beginning in the 2021/2022 school year, a member's direct supervisor shall determine which bargaining unit members are eligible for the \$100 cell phone stipend based on the need for the bargaining unit member to use their cell phone for District business. A bargaining unit member who has not been designated as eligible for the stipend by their supervisor may nevertheless receive the stipend if they are able to show their direct supervisor used the bargaining unit member's personal cell phone to communicate regarding District business.

CSEA	District
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