

XI. DISCUSSION/ACTION ITEMS

- A. Ratification of the Contract Settlement Between the California School Employees Association (CSEA) and the Livermore Valley Joint Unified School District (District) for the 2007/2010 School Years

**BACKGROUND:**

In the spring of 2007, the California School Employees' Association (CSEA) and the Livermore Valley Joint Unified School District reached tentative agreement on the following articles: Grievance Procedure, Evaluation, Pay and Allowance, Professional Growth and Duration. The parties agreed to hold the Health and Welfare article in abeyance until rate structures were in place. The parties further agreed to submit the entire tentative agreement to the Board for ratification upon reaching agreement with the Health and Welfare article. On June 4, 2008, CSEA ratified the tentative agreement. Now that agreement has been reached on all articles and CSEA has ratified the tentative agreement, it is being submitted to the Board of Education for ratification.

**STATUS:**

CSEA and the District have reached a tentative agreement on the successor agreement for the 2007/2010 school years. Attached are copies of the articles that the parties have tentatively agreed upon, which are being submitted to the Board of Education for ratification.

Staff will present a summary of the proposed agreement.

**FISCAL IMPACT:**

There is no additional impact to the General Fund Budget until negotiations with the Livermore Education Association are concluded because CSEA has a "me too" clause.

**TIME FACTOR:**

July 1, 2007, through June 30, 2010.

**2007-2008 BOARD GOAL:**

Maintain Fiscal Solvency.

**SUPERINTENDENT'S RECOMMENDATION:**

Ratify the contract settlement between the California School Employees Association (CSEA) and the Livermore Valley Joint Unified School District for the 2007/2010 school years.

**DISTRICT PROPOSAL #2**

**MAY 21, 2007**

**Article IX: Grievance Procedure**

**9.3 – Step One:**

Within five (5) days after presentation of the grievance, the supervisor shall meet with the grievant to resolve the matter. Within five (5) days after meeting, the supervisor shall respond to the employee.

**9.3 – Step Four:**

Within five (5) days after this meeting, the Superintendent or his/her designee shall deliver to the grievant the response to the grievance.

**9.4.6 –** 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.

**9.5.17 – Strike subsection**

TA 6/1/07

Michael A. Murray  
Cynthia A. Hagenbach  
D.L. Allen

CSEA - General, 2007

Alan S. Kenner  
Patricia J. Gennaro  
Dona Allen  
Sharon Luckfield

**DISTRICT PROPOSAL #2**

**MAY 21, 2007**

**Article XII: Evaluation**

**12.1 – Probationary Employees:** Probationary employees shall be evaluated on or about the end of the fifth (5<sup>th</sup>) and eleventh (11<sup>th</sup>) month of his/her probation by his/her designated supervisor. The probationary period shall end at the conclusion of the eleventh (11<sup>th</sup>) actual month of work.

**12.3.6 –** After a review of the evaluation, if the employee is dissatisfied with the evaluation, he/she may prepare a written response within twenty (20) work days which shall be attached to the evaluation and placed in the employee's personnel file.

TA 6/1/07

Michael A. Martinez  
Cynthia W. Hatzinger  
D. L. Allen

CSEA Jewel, 2007

See S. Kenwood  
Patricia J. Adams  
Dona Allen  
Sharon Luckfield

**DISTRICT PROPOSAL #2**

**May 21, 2007**

**Article XIII – Pay and Allowance**

**13.12 New Section:** 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 § 18.3

TA 6/1/07

Michael A. Mouton  
Cynthia Waterhouse  
Bill Allen

CSEA - June 1, 2007

Ann S. Fenwick  
Patricia J. Acuna  
Dore Allen  
Sharon Luckford

**DISTRICT RESPONSE TO CSEA PROPOSAL**

**MAY 21, 2007**

**ARTICLE XIX - PROFESSIONAL GROWTH**

**XIX § 19.2.1.1** All courses and activities submitted for professional growth credit shall be approved by Human Resources in advance of the employee taking the course or participating in the activity.

TA 6/1/07  
Michael A. Hartney  
Cynthia W. Hagen  
Bill Allen

CSEA June 1, 2007  
Alex Lemon  
Patricia J. Adams  
Dona Allen  
Shawn Kueckfeld

**DISTRICT RESPONSE TO CSEA PROPOSAL**

**MAY 21, 2007**

**ARTICLE XXV - DURATION**

**XXV § 25.1** This Agreement shall be in effect from July 1, 2007, to June 30, 2010.

**XXV § 25.3** This Agreement shall remain effective and in full force until such time as a successor agreement has been ratified by both parties.

TA 6/1/07

Michael A. Prutting  
Cindy A. Watzgen  
Dell Allen

CSEA - June 1, 2007  
Ken S. Kenward  
Patricia A. Adams  
Dona Allen  
Sharon Lueckfeld

**TENTATIVE AGREEMENT**  
**Between**  
**California School Employees Association**  
**Chapter 334**  
**and**  
**The Livermore Valley Joint Unified School District**

This Tentative Agreement between Livermore Valley Joint Unified School District and California School Employees Association Chapter 334 reflects mutually agreed upon modifications to Article XVI of the Collective Bargaining Agreement between the parties. The revised contribution to benefits reflected herein shall be effective October 1, 2008, after ratification by the CSEA membership and acceptance by the LVJUSD Board of Trustees.

**ARTICLE XVI: HEALTH AND WELFARE BENEFITS**

- 16.1 The amended Health Dental and Vision plans as set forth in the letter of June 21, 2007 (Appendix E-1 and further described in Appendix E-2) are effective for 2007/2008 as agreed between LVJUSD. Appendix E-2 sets forth the health plan offerings for the CSEA bargaining unit for the 2007/08 year.
- 16.2 The District shall 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 XXV, Section 25.2 ("Me too" clause)
- a. for single coverage up to \$6,500 per year
  - b. for single plus one coverage up to \$10,000 per year
  - c. for family coverage up to \$12,150 per year
  - d. for single eligible retiree coverage pre-65 who retired prior to July 1, 2005 – up to \$6,500 per year
  - e. for single plus one coverage eligible retiree pre-65 who retired prior to July 1, 2005 – up to \$10,000 per year
  - f. for family coverage eligible retiree pre-65 who retired prior to July 1, 2005 – up to \$12,150
  - g. for retirees who retired after July 1, 2005 – single coverage up to \$6,500
- 16.3 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.

16.4 Vision Care - Each full-time employee must elect coverage by the Vision Plan offered by the District. (Dependents must receive coverage by the Vision Plan of either or both married employees or registered domestic partners of the District.)

16.4.1 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).

16.4.2 Premiums for coverage shall be paid by the District based on the following pro rating schedule and shall be applied against the dollar amount specified in section 16.2:

<u>Assigned Work Hours per Week</u>	<u>% of District Contribution</u>
1 hr. through 8 hrs.	20%
Over 8 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 Health Care - Each full-time employee must elect his/her personal health plan coverage from among the plans offered by the District. Dependents shall be covered by only one health plan.

16.5.1 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 noted in 16.4.2, and shall not exceed the dollar amounts specified in 16.2.

16.6 Dental - The maximum annual coverage level for dental shall be \$2,000.00. 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.

16.6.1 Employees assigned forty (40) hours per week shall have dental care premiums paid by the district regardless of the length of their assignment (10, 11, 12 month), However, these benefits are subject to the pro rata contributions as noted in 16.4.2, and shall be applied against the dollar amount specified in section 16.2.

16.7 The foregoing coverages and prorations shall continue in full force and effect for the duration of this Agreement.

16.8 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.

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

- 16.10 The employee shall receive a notice suitable for income tax records indicating the amount of the employee's contribution for health plan coverage. The District shall notify the Association as soon as it receives notice of any planned increases.
- 16.11 State Disability Insurance - The employer agrees to deduct from the wages of all unit members, the cost of SDI. Subject to the provisions of the following paragraphs, the employee shall have the option of:
- 16.11.1 Using only State Disability Insurance benefits before using his/her accumulated sick leave.
  - 16.11.2 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. Upon resumption of his/her duties, the break in service will be disregarded and he/she shall be fully restored as a permanent employee.
- 16.12 A District Health Committee shall be formed. The District agrees that CSEA shall have an equal representation on said committee. The committee shall study and make recommendations to their representatives or negotiators relating to healthcare cost and trends.
- 16.13 The District shall maintain a service-based IRC Section 125 Plan.
- 16.14 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 F). 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:
- 16.14.1 Sections 16.14.2 through 16.14.4 shall not be applicable to registered domestic partners, such matters shall be governed under California law.
  - 16.14.2 A non-registered domestic partnership exists when all of the following occur:
    - a. Both persons have a common residence.
    - b. Both persons share the common necessities of life and agree to be jointly responsible for each other's basic living expenses during the domestic partnership.
    - c. Neither person is married nor a member of another domestic partnership.
    - d. The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

- e. Both persons are at least 18 years of age and are mentally competent to consent to contract.
- f. It has been at least six months since either of the two parties has filed a statement of termination of a previous domestic partnership affidavit with the Livermore Valley Joint Unified School District.
- g. The two parties agree to notify the Livermore Valley Joint Unified School District Human Resources Office if there is a change in the circumstances attested to in the affidavit or if the domestic partnership is terminated.

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

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

#### 16.14.4 Application and Terms

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

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

The non-employee domestic partner does not have rights to continuing coverage under federal law through COBRA.

The District shall be indemnified by the employee against any legal action pursued by another party under community property, contract, or family laws.

Dated:

5/23/08

Dated:

May 23, 2008

For the District:

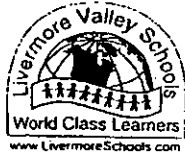
Michael Martinez

Michael Martinez  
Assistant Superintendent

For CSEA

Donna F. Albers

Sharon Luceyfield  
Patricia J. Acuna



E-1

## Livermore Valley Joint Unified School District

685 East Jack London Boulevard, Livermore, CA 94551

Tel (925) 606-3200 Fax (925) 606-3336

June 21, 2007

David Vaughn, Executive Director  
California Value Trust  
520 East Herndon Avenue  
Fresno, CA 93720

Re: CSEA Plan Choices

Dear Mr. Vaughn

This letter is to inform you that the Livermore Valley Joint Unified School District intends to participate in the health benefit program offered by the California Value Trust for the 2007/2008 school year. It is the intent of California School Employees Association to use the following four Blue Cross PPO plans, two-Kaiser Permanente plans and one PacifiCare plan:


- Blue Cross PPO Plan 1 with Prescription Plan A
- Blue Cross PPO Plan 4 with Prescription Plan B
- Blue Cross PPO Plan 7 with Prescription Plan A
- Blue Cross PPO Plan 10 with Prescription Plan D
- Kaiser HMO 2 with Chiropractic/Acupuncture Supplement
- Kaiser HMO 7
- PacifiCare HMO 4W

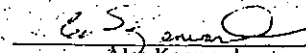
CSEA also intends to participate in Delta Dental PPO Standard School Incentive Plan, and maintain participation in the Vision Service Plan C/10.

Active Members, as well as District-Paid and Self-Paid Retirees, will remain on a 3-tiered rate structure for the 2007/2008 school year.

Thank you for your services and we look forward to continuing service with you and your team.

Sincerely,

  
\_\_\_\_\_  
Yolonda Holmes  
Executive Director of Human Resources

  
\_\_\_\_\_  
Alec Kenward  
CSEA President

**HEALTH CARE PLANS FOR 2007/08**

The following four Blue Cross PPO plans, two Kaiser Permanente plans and one PacifiCare plan are available to qualified unit members:

- (1) Blue Cross PPO Plan 1 with Prescription Plan A  
Blue Cross PPO Plan 4 with Prescription Plan B  
Blue Cross PPO Plan 7 with Prescription Plan A  
Blue Cross PPO Plan 10 with Prescription Plan D  
Kaiser HMO 2 with Chiropractic/Acupuncture Supplement  
Kaiser HMO 7  
PacifiCare HMO 4W
- (2) CSEA also intends to participate in Delta Dental PPO Standard School Incentive Plan, and maintain participation in the Vision Service Plan C/10
- (3) Active Members, as well as District-Paid and Self-Paid Retirees, will remain on a 3-tiered rate structure for the 2007/2008 school year.

**ELIGIBILITY**

You are eligible to enroll in our benefits program the first day of the month after your date of hire, if hired on or before the 15<sup>th</sup> of the month. If hired after the 15<sup>th</sup> of the month, you are eligible for benefits the first day of the next month.

You may also enroll your eligible dependents in the medical, dental and vision program including:

- Your legal spouse
  - Your qualified domestic partner
  - Your unmarried children to age 19 or until his/her 24<sup>th</sup> birthday if they are full time student status. You will receive requests from the carrier requiring proof of student status. It is your responsibility to inform both the carrier and HR if your dependent is no longer eligible for coverage. They can then be offered COBRA coverage.
- Your children include:
- Natural and adopted children
  - Any other children you support for whom you are the legal guardian or for whom you are required to provide coverage as the result of a qualified medical child support order
  - A child who is a qualified IRS dependent (e.g. due to mental or physical handicap that occurred prior to reaching age limit for dependent)

**TERMINATION OF COVERAGE**

Your coverage ends on the last day of the month following your last day of employment if your active full-time service ends for any reason, other than for disability. You may continue benefits during a family leave of absence and for a limited period of time after termination under your federal and state COBRA rights.

**MONTHLY HEALTH CARE COSTS & PAYROLL CONTRIBUTIONS**

The District and CSEA have bargained an amount of dollars to be applied to health, dental and vision insurance. These amounts are set forth in the Collective Bargaining Agreement between the District and CSEA. The costs of insurance coverage above this amount will be deducted from your paycheck. If you have not contributed to healthcare costs in the past, you should contact HR to learn about PRE-TAX Contributions.

Medical, Dental, and Vision are mandatory benefits for full time employees and cannot be waived. Employees less than full time may opt out.