

Tentative Agreement

8/24/23

Article 4: Union Rights

4.1 The Union shall have the right of access before working hours, during breaks, during lunch periods, and after work hours to contact employees.

4.2 The Union and its agents, officers or other representatives shall make their presence at any school site known to the site administrator prior to any such meetings.

4.3 The Union may use school buildings provided the requirements established to make such use of buildings is satisfactorily met and that any actual costs incurred as a result of such use are reimbursed to the District.

4.4 The Union may use the intra-District mail system.

4.5 Each job site shall have a designated area to post material of interest to its Union members. A copy of any material posted will be submitted to the Superintendent or his/her designee.

4.6 The District shall cause to be printed a copy of the completed Agreement and shall supply the Union with sufficient copies to allow distribution of the Agreement to each employee in the classified service provided that costs for such printing are shared equally between the District and the Union.

4.6.1 The District shall provide a copy of the Agreement and a packet of materials supplied by the Union to new employees on or about their date of hire.

4.7 The District will provide a seniority roster of personnel employed by the District on or about November 15 of each year.

4.8 The President and Business Representative of the Union shall be provided with a copy of the expanded agenda of Board meetings which will include all matters except those of a confidential nature.

4.9 The Union has the right to review, at reasonable times, material in the possession of or produced by the District necessary for the Union to fulfill its role as the exclusive bargaining representative, excluding all confidential material.

~~4.10 The Union may request on a monthly basis a list of new hires in the bargaining~~

4.10 New Employee Orientation

~~The Union may request on a monthly basis a list of new hires in the bargaining unit. The list will show the employee's name, job site, work hours, and date of hire.~~

Definitions:

- Onboarding — Process in which employees come into the Human Resources Department, sign necessary documents, employment status, job description, vacation, sick days, etc.
- Orientation — Meetings held with new employees, typically two (2) times per month, to discuss district policies, procedures, etc. during which the Union shall be provided access to employees.

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 ~~fifteen (15)~~ 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 no later than 48 hours prior to the scheduled orientation. 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 trainings, 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 trainings covered by this agreement.

Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, 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) of 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 ~~ten (10)~~ 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 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
- ~~Birthdate~~
- 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/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 Inservice training.

For the Employer:

Livermore Valley Joint Unified School District
(LVJUSD)

Date: 8/24/23

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Dan [Signature]

Krouse

Glen Shea

For the Union:

Service Employees International Union
(SEIU)

Date: Aug. 24 2023

Kristy Governor

Haden Kratzer

[Signature]

Georgia E. Angelos

Sabrina Hankins

[Signature]

8/24/23

SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021

&

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023 Contract Negotiations

Tentative Agreement

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 the employee is a member of the Union.

(b) Deductions for dues, COPE or other Union-sponsored program 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 a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

(f) Violations of this Section of the MOU are subject to the grievance process.

~~5.1 Check Off – The Union shall have the sole and exclusive right to have the Union's usual and customary initiation fee and monthly membership dues deducted for employees in the Bargaining Unit by the District. The District shall, upon appropriate written authorization from any employee, deduct and make appropriate remittance for credit union payments, savings bonds and insurance plans or charities which have been jointly approved by the Union and the District as well as other plans or programs jointly approved by the Union and the District. Any unit member who is not a member of the Union or who does not make application for membership within thirty (30) days of February 1, 1995, or within thirty (30) days of the commencement of assigned duties within the bargaining unit, shall become a member of the Union or pay to the Union a fee in an amount equal to membership dues, initiation fees, and~~

general assessments, payable to the Union in the same manner as required for the payment of membership dues. In the event that a unit member does not pay such fee directly to the Union, or authorize payment through payroll deduction, the Union shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45168(b) and in the same manner as deducted pursuant to this section. There shall be no charge to the Union for such mandatory agency fee deductions except as provided below:

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

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

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

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

5.3 Monies withheld by the District shall be transmitted to the Officer designated in writing by the Executive Secretary of the Union as a person authorized to receive such funds at the address specified.

5.2 Data Pertaining to Deductions

The employer shall produce to SEIU Local 1021's Membership Department every two (2) weeks 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.

For the Employer:

Livermore Valley Joint Unified School District
(LVJUSD)

Date: 8/24/23

Frank

James A. Robles

Dan Lewis

Kaouse

Ben Star

For the Union:

Service Employees International Union
(SEIU)

Date: 08/24/23

Sheri

Sabrina Hankins

Georgia E. Angelos

M

Kaden Kratzer

Kristin Gorman

TA

SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021
&
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023 Contract Negotiations

LVJUSD Counter Proposal

LVJUSD reserves the right to add, amend, modify, and/or change its proposal.

Date: 10/2/23 Time: 3:26

Article 11: Leaves

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

11.1.10 ~~11.1.9.1~~ The District Human Resources Office may request that an employee provide verification of illness or a medical appointment from a health care professional on the following occasions:

a. When a unit member claims sick leave for ~~three (3) or more consecutive days or four (4)~~ five (5) cumulative consecutive 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 ~~11.1.9.2~~ These situations shall be considered on a case by case basis, and the employee shall be notified in writing in advance of implementing this requirement.


For the Employer:
Livermore Valley Joint Unified School District
(LVJUSD)

For the Union:
Service Employees International Union
(SEIU)

Date: 10.2.23
[Signature]

Date: 10/2/23
[Signature]

Ampt Rolis
Katie Crouse
David
Ben Sherman


Georgia & Angelas
Sabrina Hankins
Kirsten Gurnsey
Kaden Kratzer

TA 6/20/23

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

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

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

11.5 Parental Leave

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

11.5.1.1 Paid Leave - An employee may elect to use accrued sick leave for twelve (12) weeks of paid parental leave. If an employee exhausts accumulated sick leave prior to the expiration of the 12 week period, they will receive differential pay as per section 11.6 for the balance of the 12-week period (Differential pay is the daily rate for an employee after deducting the cost of a substitute). The employee may also choose to utilize vacation time during this 12 week paid leave period. If an employee does not have sufficient accrued sick leave or vacation leave, they can choose to receive the 12 weeks as unpaid leave. The employee shall continue to receive Health and Welfare benefits during this leave period.

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

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

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

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

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6/20/23
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Kaden H.
Kestipour

Sabrina Hankins

Georgia E. Angelos

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SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021
&
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023 Contract Negotiations

LVJUSD Counter Proposal

LVJUSD reserves the right to add, amend, modify and/or change its proposal.

Date: 1/11/24

Time: 3:12 pm

Article 12: Evaluations

12.1 Probationary Employees - Probationary employees who are newly hired shall be evaluated ~~at on or about~~ the end of the fifth (5th) ~~and eleventh (11th)~~ months of their probation by their designated supervisor. The probationary evaluation period shall end at the conclusion of the fifth (5th) actual month of work. For example, a 10-month employee hired in March would not have the non-instructional summer months amount count toward their probationary period. Contained in the evaluations at the end of the ~~eleventh~~ fifth (5th) month ~~is to~~ 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 as the statutory period outlined in 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 annually on the employee's anniversary date 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 their former position in their former and 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 his/her 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).

~~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).~~

~~Prior to completion of the Performance Evaluation Report, the evaluator and the employee must interact to review the areas where the performance needs improvement.~~

The evaluator ~~must~~ shall provide an explanation or narrative to substantiate any area of work that needs improvement. The Employee has the right to request a review and/or write a rebuttal if he or she disagrees with the report.

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

12.3.2 Evaluations shall be made in a joint conference between the employee and ~~his/her~~ their ~~Lead (including Child Nutrition Lead III in Food Services; Senior Skilled Trades Worker in Maintenance; Foreman in Grounds)~~ and supervisor. ~~Evaluations may will~~ include consult from the person who assigns, ~~and checks, and supervises~~ 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; 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 ~~may~~ indicate his/her knowledge of the evaluation by ~~signing the form.~~ indicate his/her ~~their~~ knowledge of the ~~acknowledge their~~ 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 Assistant Superintendent of Personnel Executive Director of Human Resources, on the appropriate form.

12.3.5 Any employee who is dissatisfied with the performance evaluation he/she has received from the assigned administrator may request a review of the rating by the Executive Director of Human Resources.

12.3.6 After review of the evaluation, if the employee is dissatisfied with the evaluation, he/she 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 ~~then~~ than the annual performance rating by the ~~designated Lead (including Child Nutrition Lead III in Food Services; Senior Skilled Trades Worker in Maintenance; Foreman in Grounds)~~ upon request of the immediate supervisor who may will consult with the Child Nutrition Lead III in Food Services; Senior Skilled Trades Worker in Maintenance; the Foreman in Grounds; 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.

~~12.3.9 The Child Nutrition Lead III in Food Services, Senior Skilled Trades Worker in Maintenance, the Foreman in Grounds and Site Head Custodian in Facilities shall receive a yearly consultation stipend of three hundred (300) dollars to be paid on January first.~~

~~The Lead (including Child Nutrition Lead III in Food Services; Senior Skilled Trades Worker in Maintenance; Foreman in Grounds) performing evaluations shall receive a yearly stipend of four (400) hundred dollars to be paid on January first.~~

For the Employer:

Livermore Valley Joint Unified School District
(LVJUSD)

Date: 1/11/24

Kramer
Amy J. Adams
Daniel
Glen Sherman

For the Union:

Service Employees International
Union (SEIU)

Date: ~~12~~ 1/11/24

[Signature]
Kristin Governor
[Signature]
Sabrina Hankins
Georgia E. Ingello

TA

SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021

&

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023 Contract Negotiations

LVJUSD Counter Proposal

LVJUSD reserves the right to add, amend, modify and/or change its proposal.

Date: 12/04/23

Time: 2:36

Article 14: Pay and Allowances

SEIU Proposes to add the following language to Art. 14.

- 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.
- The parties agree to a Contract reopener on July 1st, 2024, for the FY 2024-2025 limited to:
 - Art. 14 Pay and Allowances and Art. 16 Health and Welfare
 - Two (2) non-monetary items

The parties agree to reopen on any new general fund, growth money, and non-designated money coming into the District.

- The parties agree to a Contract reopener on July 1st, 2025, for the FY 2025-2026 limited to:
 - Art. 14 Pay and Allowances and Art. 16 Health and Welfare
 - Two (2) non-monetary items

The parties agree to reopen on any new general fund, growth money, and non-designated money coming into the District.

Me Too

If, during the duration of this agreement, the District agrees to provide a higher salary increase, one-time payments, benefits improvements to another employee group, upon finalization of such an agreement, the District shall provide members of SEIU Local 1021 the same remuneration or improvements as that of other employee group.

For the Employer:

Livermore Valley Joint Unified School District
(LVJUSD)

Date: 1/11/24

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

For the Union:

Service Employees International Union
(SEIU)

Date: 1/11/24

[Signature]
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TA

SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021

&

LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023 Contract Negotiations

SEIU 1021 Counter Proposal

SEIU 1021 reserves the right to add, amend, modify and/or change its proposal.

Date: 2/13/24 Time: 2:19

ARTICLE 26: RAINGEAR/MISCELLANEOUS 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 as determined by their program manager. 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 ~~and (1) jacket~~ for members of the custodial staff. Additionally, custodians shall be reimbursed with proof of purchase (receipt) an allowance of two hundred \$100 \$200 \$125 (one hundred and twenty five) up to \$150 (one hundred fifty) per year for the purchase of non-slip/slip-resistant shoes or boots. will be provided to be worn on site daily during work hours.

26.2.2 Maintenance, Grounds, and Warehouse: Maintenance, Grounds and Warehouse staff will annually receive five (5) shirts ~~and (1) jacket~~. Additionally, Maintenance, Grounds, and Warehouse staff shall ~~receive an allowance~~ be reimbursed with proof of purchase (receipt) of up to three hundred \$150 \$300 \$200 (two hundred) per year toward for the purchase of reinforced or steel toed work boots that minimally conform to ASTM F2413 Class 50 standards to be worn on site daily during work hours.

26.2.3 Food Services: ~~Campus Catering~~ Child Nutrition staff, working in kitchens, will receive 3 aprons ~~and shirts~~ upon hire. Replacements will be reissued upon employee request. Additionally, Child Nutrition employees ~~working more than 5 hours per day~~

will ~~receive an allowance~~ be reimbursed with proof of purchase (receipt) of up to ~~two hundred \$100 \$200 \$125 (one hundred and twenty five) \$150 (one hundred fifty)~~ per year for the ~~purpose of non-slip shoes/slip resistant shoes to be worn on site daily during work hours.~~ Employees working less than 5 hours per day will receive an allowance of up to ~~one hundred \$50 \$100 \$63 (sixty three) \$100 (one hundred)~~ per year toward the purchase of non-slip shoes ~~to be worn on site daily during work hours.~~

Note: All above clothing and shoe items (Section 26.1; 26.2; 26.2.1; 26.2.2; 26.2.3) damaged beyond repair during work hours shall be replaced by the District.

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, ~~all senior food service assistants~~ Child Nutrition Lead I, II, III's, and Leads, and ~~all~~ delivery drivers, ~~or if designated by their program manager,~~ SEIU Local 1021 Members shall receive a monthly payment of ten dollars (\$10) ~~twenty five (\$25) \$25 (twenty five)~~ 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 her/his/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.

For the Employer:

For the Union:

Livermore Valley Joint Unified School District
(LVJUSD)

Service Employees International Union
(SEIU)

Date: 2/13/24

Date: Feb 13 2024

Kramer

Ampt Kolles

Katie Louise

Glen Spernac

Dan Boy

Georgie E. Angelos

Kirsten Goussac

JP

Sabrina Hankins

TA

SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021
&
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023 Contract Negotiations

LVJUSD Proposal

LVJUSD reserves the right to add, amend, modify and/or change its proposal.

Date: 12/04/23

Time: 2:36

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 1st, 2024, for the FY 2024-2025 limited to:

- o Art. 14 Pay and Allowances and Art. 16 Health and Welfare
- o Two (2) non-monetary items

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

- o Art. 14 Pay and Allowances and Art. 16 Health and Welfare
- o Two (2) non-monetary items

For the Employer:

Livermore Valley Joint Unified School District
(LVJUSD)

Date: 1/11/24

[Signature]

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[Signature]

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For the Union:

Service Employees International Union
(SEIU)

Date: 1/11/24

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SERVICE EMPLOYEES INTERNATIONAL UNION, SEIU 1021
&
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

2023 Contract Negotiations

LVJUSD Counter Proposal

LVJUSD reserves the right to add, amend, modify and/or change its proposal.

Date: 12/04/23

Time: 2:36

Article 32: Duration

32.1 This Agreement shall be in effect from July 1, ~~2017~~ 2023 through June 30, ~~2020~~ 2026.

~~32.2 In the event of any new practice, subject or matter arises within the scope of representation as defined by EERA Section 3543.2, during the term of this Agreement and an action is proposed by the District, the Union shall be afforded all possible notice and shall have the right to negotiate upon request.~~

32.2 Me Too

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

For the Employer:

Livermore Valley Joint Unified School District
(LVJUSD)

Date: 1/11/24

[Signature]
[Signature]

For the Union:

Service Employees International Union
(SEIU)

Date: 1/11/24

[Signature]
[Signature]

Kate Grouse

Daniel

Gem Skerms

Sabrina Jenkins

Georgia E. Angelo