

Tentative Agreement

Article 4: Union Rights

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

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

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

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

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

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

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

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

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

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

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

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 ~~A~~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

Krank
Ameyt Pablos
Daniel [unclear]
Krouse
Gene Sherman

For the Union:

Service Employees International Union
(SEIU)

Date: Aug 24, 2023

Kristen Gorenove
Kandice Kratzer
A
Angie E. Angelos
Sabrina Watkins
Jellee (e)

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

Krank

Jimmy Wells

Dan Long

Klouse

Alan Shen

For the Union:

Service Employees International Union
(SEIU)

Date: Aug 24 2023

Kristen Gurnee

Kaden Kraker

AB

Georgia E. Angelos

Sabrina Hankins

Alan P

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)

Date: 10.2.23
Frank

For the Union:
Service Employees International Union
(SEIU)

Date: 10/2/23
AP

Ameyt Rollins

Kate Gause

Daniel

Gene Sherman

Georgie E. Angelos

Sabrina Hankins

[Signature]

Kristin Gause

Kaden K.

TENTATIVE AGREEMENT
LIVERMORE VALLEY JOINT UNIFIED SCHOOL DISTRICT

And the
Service Employee International Union, SEIU 1021

The Livermore Valley Joint Unified School District (LVJUSD) and the Service Employee International Union, SEIU 1021, agree to an additional 3% ongoing increase to the 2022-2023 salary schedule, retroactive to July 1, 2022. This is in addition to the 4% previously negotiated and added to the 2022-2023 salary schedule. The combined updated salary schedule will reflect a total wage increase of 7% from the 2021-2022 salary schedule.

For the Employer:

For the Union:

Livermore Joint Unified School District

Service Employee International Union

Date: December 20, 2022

Date: December 20, 2022

DocuSigned by:
Kelly Manke
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Kelly Manke, Assistant Superintendent

DocuSigned by:
Kirstin Governor
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Kirsty Governor, Chapter President

DocuSigned by:
Amy Robbins
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Amy Robbins, Executive Director of HR

DocuSigned by:
Ryan Fettes
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Ryan Fettes, Field Representative

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Glenn Sherman
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Glenn Sherman, Director of Maintenance
Operations & Facilities

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Andre Spearman
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Andre Spearman, Field Representative

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Katie Crouse
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Katie Crouse, Child Nutrition Director

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Sabrina Hankins
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Sabrina Hankins, Chapter Vice President

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David Martinez
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David Martinez, Vice Principal, LHS

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Georgia Angelos, Chapter Treasurer

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Kaden Kratzer
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Kaden Kratzer, School Director, SEIU 1021

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Nely Obligation, Deputy Director of
Advocacy and Internal Organizing

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David Canham, Executive Director