Tentative Agreement Between

Service Employees International Union Local 1021 ("SEIU") and

Livermore Valley Joint Unified School District ("District")

2024-2025 Reopener

The Service Employees International Union Local 1021 ("SEIU") and the Livermore Valley Joint Unified School District ("District"), collectively referred to as the "Parties" enter into this agreement for the 2024-2025 Reopener. The Parties agree as follows:

 The Parties agree that 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 change in contract language to *Article 14: Pay and Allowances* is attached as Appendix A.

2. The Parties agree that, as of July 1, 2024, the following modifications will be made to the 2024-2025 SEIU 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).

The change in contract language to Article 14.3.3 is attached as Appendix A (*Article 14: Pay and Allowances*). The revised 2024-2025 salary schedule is attached as Appendix B.

3. The Parties agree to changes in contract language to *Article 18: Transfers and Promotions* and *Article 20: Safety*, as attached Appendices C and D, respectively.

Livermore Valley Joint Unified School District (LVJUSD)	Service Employees International Union (SEIU)
Date: 07/11/2025	Date:
Mayle Warley Jessica Bonduris (Jul 9, 2025 09:01 PDT)	Georgia Angells (Jul 9, 2025 10:54 PDT)
	Sabrina Hankins Sabrina Hankins (Jul 13, 2025 18:12 PDT)
	<u>Solar (t</u> Solar El (Jul 9, 2025 14:02 PDT)
	Matt Kennedy Matt Kennedy (Jul 9, 2025 12:14PDT)

Appendix A

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 a 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 20102011 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 <u>Longevity pay</u> 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.

For the Employer: Livermore Valley Joint Unified School D (LVJUSD)	istrict	For the Union: Service Employees International Union (SEIU)
Date:		Date:
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Appendix B

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

SALARY SCHEDULE 2024-2025

Effective July 1, 2024

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
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Job Class	Salary	Α	В	С	D	E	F	G
15	Monthly	\$4,089	\$4,294	\$4,508	\$4,733	\$4,969	\$5,217	\$5.294
	Hourly	\$23.59	\$24.77	\$26.01	\$27.31	\$28.67	\$30.10	\$30.54
16	Monthly	\$4,294	\$4,508	\$4,733	\$4,969	\$5,217	\$5,478	\$5,557
	Hourly	\$24.77	\$26.01	\$27.31	\$28.67	\$30.10	\$31.60	\$32.06
17	Monthly	\$4,508	\$4,733	\$4,969	\$5,217	\$5,478	\$5,751	\$5,834
	Hourly	\$26.01	\$27.31	\$28.67	\$30.10	\$31.60	\$33.18	\$33.66
18	Monthly	\$4,733	\$4,969	\$5,217	\$5,478	\$5,751	\$6,038	\$6.127
	Hourly	\$27.31	\$28.67	\$30.10	\$31.60	\$33.18	\$34.84	\$35.35
19	Monthly	\$4,969	\$5,217	\$5,478	\$5,751	\$6,038	\$6,340	\$6,432
	Hourly	\$28.67	\$30.10	\$31.60	\$33.18	\$34.84	\$36.58	\$37.11
20	Monthly	\$5,217	\$5,478	\$5,751	\$6,038	\$6,340	\$6,657	\$6,755
	Hourly	\$30.10	\$31.60	\$33.18	\$34.84	\$36.58	\$38.41	\$38.97
21	Monthly	\$5,478	\$5,751	\$6,038	\$6,340	\$6,657	\$6,989	\$7,091
	Hourly	\$31.60	\$33.18	\$34.84	\$36.58	\$38.41	\$40.32	\$40.91
22	Monthly	\$5,751	\$6,038	\$6,340	\$6,657	\$6,989	\$7,338	\$7.446
	Hourly	\$33.18	\$34.84	\$36.58	\$38.41	\$40.32	\$42.34	\$42.96
23	Monthly	\$6,038	\$6,340	\$6,657	\$6,989	\$7,338	\$7,705	\$7.817
	Hourly	\$34.84	\$36.58	\$38.41	\$40.32	\$42.34	\$44.45	\$45.10
24	Monthly	\$6,340	\$6,657	\$6,989	\$7,338	\$7,705	\$8,090	\$8,207
	Hourly	\$36.58	\$38.41	\$40.32	\$42.34	\$44.45	\$46.67	\$47.35

^{*194} Day & 196 Day Work Years receive a 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

\$40.07	441.00
Years of	Vacation
Service	Factor
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.

Revision: The salary schedule was revised to reflect the addition of Step and Column G effective July 1, 2024. Step and Column G reflects an increase of 1.46% from Column F.

Pending Board Approval An Equal Opportunity Employer

Appendix C

Tentative Agreement SEIU & LVJUSD Negotiations March 5, 2025

ARTICLE 18: TRANSFERS AND PROMOTIONS

- 18.1 <u>Definition</u> Transfer shall be defined as a change from one <u>administrative unit position</u> to another provided the position is in the same <u>job</u> class or a different <u>job</u> class <u>having</u> <u>with</u> 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. and the higher job classification.
- 18.2 All vacancies shall be posted by the District for not no less than five (5) working days at all work locations and on the District website prior to being filled.
 - 18.2.1 <u>Posting of Notice</u> Notice of all job vacancies shall be posted on bulletin boards in prominent locations at each District job site, and, and on the district website., and emailed to all SEIU 1021 members.
 - 18.2.2 The job vacancy notice shall remain posted for a period of <u>no less than</u> 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 thirty-six (36) thirty-six (36) twelve (12) twenty-four (24) months of the date of the transfer request, and demonstrated special skills that are appropriate for the job.
- 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 (1st) offer consider qualified applicants requesting a transfer to the vacant position to qualified applicants requesting a transfer.

- 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 are requesting a transfer, the District shall consider offering the vacant position to qualified applicants requesting a promotion.
 - 18.5.32.1 Selection for promotion shall be amongst the three (3) most senior qualified applicants.
- 18.6 Requests for transfer or promotion by an employee shall be made in writing to the assigned Human Resources Administrator.
 - 18.6.1 <u>Interview Committee</u>: 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, 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 a transfer/promotion 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.

For the Employer:	For the Union:
Livermore Valley Joint Unified School District (LVJUSD)	Service Employees International Union (SEIU)
Date: 3 5 2025	Date: 3 5 25
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hayla wasley	
Katie Crouse	Stergile C. lingelas
Dan Gra	Mar El
Sens Sherman	Cabrina Wankins

Appendix D

Tentative Agreement SEIU & LVJUSD Negotiations March 5, 2025

ARTICLE 20: HEALTH AND 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 as 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 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 of Facilities

 Management or Superintendent 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 employer and give them a chance to fix the hazard before refusing work.

20.3 Employees will have the right to refuse unsafe work assignments.

20.34 20.5 Health and Safety Committee

20:34.1-20.5.1 A District Safety Committee will be established. The District and Union agrees to establish a district-wide Health and Safety Committee designed to address health and safety issues, and implement protocols, and policies related to workplace hazards, violence prevention, and safety training.

20.34.2 20.5.2 The District and the Union will appoint their own representatives.

- 20.34.3 20.5.3 The Union shall have a minimum of two (2) three (3) representatives.
- 20.34.4 20.5.4 Said The Health and Safety committee shall meet regularly no less than three (3) two (2) times per academic year and upon the request of either the District or the Union. Meetings shall be called by the Director of Facilities Management or Superintendent's designee.
- 20:34.5 20.5.5 The Director of Facilities Management or Superintendent's designee The Director of Facilities Management or Superintendent's designee The Health and Safety Committee will be contacted immediately if an emergency safety problem arises. immediately if an emergency safety problem arises anytime a workplace hazard is identified, or a violent incident occurs.
 - 20.4.6 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 Union representatives on the Health and Safety Committee.
- 20.5—20.6 Employees will receive appropriate training for existing workplace hazards.

Date:

20.6 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.

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

For the Union:
Service Employees International Union
(SEIU)