

AGREEMENT BETWEEN

DIXON UNIFIED SCHOOL DISTRICT

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION
CtW, CLC LOCAL 1021**

FOR CLASSIFIED EMPLOYEES

**EFFECTIVE OCTOBER 1, 2019 THROUGH
SEPTEMBER 30, 2022
(REVISED FEBRUARY 2021)**

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ARTICLE I – RECOGNITION

The Governing Board of the Dixon Unified School District, hereinafter referred to as the Board, recognizes Local 1021, Service Employees International Union, hereinafter referred to as the Union, as the exclusive bargaining representative of all classified employees in the following job groups: Administrative Support, Fiscal, Food Service, Information Technology, Instructional Support, Maintenance and Operations and any other permanent classified position authorized by the Governing Board; and excluding all positions which have been designated by the Board as management, confidential, or supervisory, all substitute and short-term employees working less than 165 consecutive working days, and all other employees not specifically included. The term employee as used hereinafter shall mean unit members.

The District agrees not to negotiate individually with any classified employee covered by this agreement during the duration of this agreement on matters specifically covered herein.

If, following five (5) days notification, the District and Union do not agree on unit placement of a classified position, the issue of unit placement will be submitted to PERB.

ARTICLE II – WAGES

See Salary Schedules (Exhibit A)

2 SALARY CALCULATIONS

2.1 Designated Employees Less Than Twelve Months (School-Based Calendar)

2.1.1 The annual salary for Classified Employees is computed on a basic work year of 203.5 days (180 school days, 13.5 holidays, and 10 paid vacation days), plus appropriate longevity, professional growth, differential premiums. The annual salary will be divided into equal payments based on the actual number of months worked.

2.2 Designated Employees Less Than Twelve Months (Non-School Calendar)

2.2.1 The annual salary for Classified Employees is computed on a basic work year of 223.5 days (200 school days, 13.5 holidays, and 10 paid vacation days), plus appropriate longevity, professional growth, differential premiums. The annual salary will be divided into equal payments based on the actual number of months worked.

2.2.2 The annual salary for Classified Employees is computed on a basic work year of 243.5 days (220 base days, 13.5 holidays, and 10 paid vacation days), plus appropriate longevity, professional growth, differential premiums. The annual salary will be divided into equal payments based on the actual number of months worked.

2.3 Designated Twelve-month Employees

The annual salary for twelve-month Classified Employees is computed on a basic work year of 261 days (246.5 base days and 14.5 holidays), plus appropriate longevity, professional growth, differential premiums. Vacation days for twelve month employees refer to Article VI (6.1). The annual salary will be divided into twelve equal payments.

2.4 Employees not designated as above and working less than forty (40) hours per week shall have their salaries computed on an hourly basis.

2.5 Guaranteed Call-Back Pay

The District agrees to provide a minimum of two (2) hours pay at the appropriate rate of pay when employees are called in to work after they have completed their regular shift or assignment.

2.6 Any new employees hired after June 30, 2020 shall receive their first pay check based on the actual month worked.

2.7 The 2020-2021 school year will be a transition year for the Deferred Net Pay option for all less than twelve (12) month employees. During this year, employees can opt into Deferred Net Pay in order to receive a pay check on July 31, 2021.

2.8 Effective July 1, 2021, all classified employees working less than twelve (12) months shall be paid based on the actual number of months worked. The District shall offer the Deferred Net Pay as an ongoing option where employees can opt in to receive a check in the summer month(s).

2.6 Working Out of Classification

Any employee covered by this agreement who performs the duties and responsibilities of a higher classification for more than half of their regular work day for two days in a calendar month the employee's current hourly rate shall be adjusted upward to that step in the pay range established for the higher classification which provides at least a ten (10%) increase.

2.7 Mileage Allowance

In those instances when an employee is required to use his/her automobile, the District will pay mileage at the IRS rate as established by January 1st. of each year, by the most direct route under the following conditions:

2.7.1 The actual miles traveled for those employees whose daily assignment is at two or more different locations.

2.7.2 For all travel required out of town upon prior approval by the building principal or immediate supervisor.

2.7.3 For home visits approved by the Building principal.

2.7.4 This amount will be increased if, during the life of this agreement, the IRS establishes a higher approved rate.

2.7.5 The rate shall be effective on the date the increase is first applied by the District.

2.8 Longevity

Longevity will accrue in increments of 3% on employees hire date; 10-14 years 3%, 15-19 years 6%, 20-24 years 9%, 25-29 years 12%, 30 years or more 15%.

2.9 Miscellaneous Items

2.10 Professional Development

2.10.1 This shall be a voluntary plan for classified employees, designed by classified employees and the administration, to provide for ongoing professional learning, best practices to support employees and students and for the betterment of the District.

Credit earned for college, community college, adult school, workshops, conferences, lectures, etc., shall be required for eligibility of a salary increment increase: 8 points 2.5%, 15 points 5%, 25 points 7.5%, 35 points 10%, 45 points 12.5%, 54 points 15%. I point equivalent to I semester unit; 15 hours equivalent to I semester unit).

Evaluation of applications for prior approval of all coursework below to be taken, points earned and increment advances shall be made by the Professional Development Committee and the Superintendent's designee upon request. The Professional Development Committee shall be made up of two SEIU Local 1021 members designated by the union and three (3) District representatives.

2.10.2 An increment shall be earned upon completion of required points; payment to begin the following July 31 of the year in which total points are reached. The increment is paid in addition to the regular monthly salary, based on gross monthly earnings; to be terminated only by employee resignation, retirement or dismissal.

Increments may be earned by	Points allowed upon verification of attendance and/or grade earned
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College-level courses	EQUAL points for EQUAL semester units*
Selected Adult Education courses	ONE point for 15 hours of classroom instruction
District or County In-service	ONE point for 15 hours of in-service activity
Conferences, Workshops, Lectures, and trainings	ONE point for 15 hours of attendance
Trainings provided by the Union	ONE point for 15 hours of attendance
Union Conventions, Workshops, and Lectures as preapproved	ONE point for 15 hours of attendance
Institutes Trade Shows	ONE point for 30 hours of attendance
Instructor of any of the above for District-sponsored activities	No points for hours of instruction if paid for instruction; DOUBLE points for instruction if not paid for instruction in above

*Each quarter unit equals 2/3-semester unit.

Increments are accumulated as follows:

The total points may be a combination of above:

Increment Limitations:

The deadline for all professional development hours or filing of any units to be applied toward salary advancement is September 1.

A maximum of four (4) salary increments may be earned by any one employee after completion of one (1) year from date of hire with the District. Salary increments may be earned once every year thereafter effective July 31.

2.10.3 Procedures and Regulations

Increments may be earned during the hours or activities in which the employee is not receiving pay from the District.

Prior approval from the Executive Director of Human Resources is needed before taking any courses, workshop, conference, lecture, etc., if credit is to be counted toward professional development. Applications for approval can be obtained at the District Office.

College work is to be verified on official transcripts; all other work is to be verified by the proper official, and is to include agenda and/or syllabus and verified hours of attendance.

Passing grades must be earned before credit is granted. If a failing grade is earned, the course may be repeated upon approval. (See following paragraph.)

Coursework cannot be repeated for credit, unless an application for approval is submitted outlining the reasons or value to the employee or the employer.

2.12 Bilingual Pay

Members shall receive bilingual pay at 65 cents per hour only if they meet Articles 2.12.1 through 2.12.3 of the following criteria:

2.12.1 They have passed a bilingual proficiency examination as administered by the Executive Director of Human Resources.

2.12.2 They have been approved by the Executive Director of Human Resources as serving in a position with substantial parental/community/student involvement.

2.12.3 They have been designated by the Executive Director of Human Resources as serving in a position requiring bilingual skills at least 20% of the time.

2.12.4 The District shall administer the bilingual proficiency examination twice per year.

2.12.5 In the event that a member of the bargaining unit who is requested by their immediate supervisor and agrees to provide oral translation services, the employee shall be paid at their regular rate of pay, plus 65 cents per hour for providing such services.

2.13 Work Clothes

2.13.1 The District recognizes the importance of professional appearance and acknowledges that clearly identified employees increase site safety. The District agrees to provide the following clothing and allowances each year for the following classifications.

2.13.1.1 Custodial: Members of the Custodial staff will annually receive eleven (11) shirts and up to a \$100.00 allowance for long pants (work pants/denim). Additionally, custodians shall receive up to an allowance of up to \$200.00 per year for non-slip shoes/boots.

2.13.1.2 Maintenance and Grounds: Maintenance and Grounds staff will annually receive eleven (11) shirts and up to a \$100.00 allowance for long pants (work pants/denim). Additionally, maintenance and grounds personnel shall receive an allowance of up to \$250.00 per year for steel/composite toed work boots that minimally conform to ASTM F2413 Class 50 standards.

2.13.1.3 Food Service: Members of the Food Service staff will annually receive eleven (11) shirts and three (3) aprons. Additionally, Food Service staff shall receive an allowance of up to \$200.00 per year for non-slip shoes/boots.

2.13.2 Employees are required to wear the safety equipment as required by their immediate supervisors. Safety equipment will be purchased and maintained by the District.

2.13.3 District specified and funded clothing must be worn during duty hours. The District will allow M&O staff to purchase (at their own expense) and wear short pants during the summer months.

2.13.4 The District shall provide laundered uniform service of District-provided uniform.

2.13.5 The Union will designate up to three (3) representatives to sit on the Safety Committee. There should be one (1) Maintenance, one (1) Food Service, and one (1) Clerical representative designated by the Union. The Safety Committee will discuss how Safety Credit funds can be used to support, assist and ensure safety for employees in the work place.

2.14 In-service Training

Classified employees may be required to attend special in-service training courses and shall attend all meetings setup for this purpose. Exemption may be granted in specific cases by the Superintendent.

2.15 Physical Examination

2.15.1 If the District requires the employee to have a physical examination the District will pay the actual cost of the examination.

2.16 Maintenance/Grounds/Custodial Task Force

The District agrees to create a joint Union /Employers Maintenance/Grounds/Custodial Task Force to meet no less than quarterly with the Director of Operations, Human Resources Director, a school Principal selected by the District and appropriate employees and stewards to discuss issues of mutual concern including workloads.

- a. Custodial staffing among the schools and district office shall be equitable and based upon a formula, such as CASBO, or an agreed upon formula by the Task Force.
- b. The District and SEIU Local 1021 shall complete a full review of custodial staffing no later than 6/5/2020.

2.17 Employees in the maintenance department may volunteer on weekends, holidays and/or winter break to be on a call list for purpose of responding to emergencies. Employees will have the opportunity to volunteer by the 20th of the month for the following month for this assignment. Employees who do not volunteer shall not be called. Employees who volunteer shall agree to be on site within one hour of being called. An employee responding shall receive a two-hour minimum guarantee and shall be paid at double time their regular rate.

ARTICLE III - HOURS AND OVERTIME

HOURS OF WORK

3.1 Work Day

3.1.1 The regular workday for full-time employees shall be eight (8) hours per day. Employees working less than eight (8) hours per day shall be considered part-time employees.

3.2 Work Week

3.2.1 The regular work week for full-time or part time employees shall be five (5) consecutive days, Monday through Friday, with two (2) consecutive days off.

3.2.2 By mutual agreement between the District and the employee, the regular workweek for full-time employees may be ten (10) hours per day for four (4) consecutive days with three (3) consecutive days off.

3.3 Work Year

The regular work year for full-time employees or part-time employees shall be twelve (12) months per fiscal year.

3.3.1 The basic work year for all employees working less than twelve (12) months per fiscal year will be as specified in Article II.

3.3.2 Twelve month employees who perform work in the classified bargaining unit will be paid as specified in Article II.

3.3.3 The Union will designate up to three (3) representatives by October 1st to meet with management to consult on a school calendar for the ensuing school year. A draft calendar will be recommended for the Board prior to February 1st of each school year. After consideration of the recommendation, the Board will adopt a school calendar at the next Governing Board meeting. Every attempt shall be made to adopt a multi-year calendar.

3.4 Minimum Hours Per Day

3.4.1 The District shall attempt to have a minimum workday of no less than three (3) hours for all regular employees of the unit. In addition, the District will encourage part-time employees to apply for additional hours of work. These additional hours can be permanent, temporary or substitute.

3.5 Adjustment of Hours for Part-Time Employees

3.5.1 An employee who works a minimum of thirty (30) minutes or more per day in excess of a regular part-time assignment for a period of twenty (20) consecutive working days or more, by virtue of assignment to do work by his or her immediate supervisor, shall have his or her regular assignment adjusted upward to reflect the longer hours in order to acquire fringe benefits on a prorated basis as specified elsewhere in this agreement.

3.6 Work Schedule

3.6.1 Work schedules will be determined by the District and will include regular work day, work shift, work week and work year. The employee will be notified by their supervisor as to changes in the employee's work schedule. The immediate supervisor will under normal circumstances notify the employee at least two weeks prior to the time the change takes effect, except in cases deemed an emergency by the District. The immediate supervisor will meet and discuss the change with the employee before the change is made.

3.6.2 The District agrees to require each principal and the Director of Operations or designee to meet with each custodian during the first 2 to 3 months of the school year for the purpose of discussing that custodian's work schedule and workload.

3.7 Changes in Hours

3.7.1 Employees may reduce their hours voluntarily provided the District agrees to such reduction. No employee shall have their hours reduced by the District without the voluntary written consent of the employee.

3.7.3 Any hours available for assignment, in the same classification, outside an employee's regularly scheduled hours will be equally distributed within seniority and site considerations.

3.8 Overtime

3.8.1 Overtime Defined

3.8.2 Full-time employee: Overtime for a full-time employee shall be any hours worked in excess of eight (8) hours in one day, or in excess of forty (40) hours in one week, or any hours worked in excess of ten (10) hours in one day or in excess of forty (40) hours in one work week for those working a 4/10 schedule.

3.8.3 Part-time employee: (4 hours or more per day): Overtime for a part-time employee with an average of four (4) hours or more per work day shall be any hours worked on the sixth (6th) or seventh (7th) day following commencement of the work week.

3.8.4 Part-time employee: (less than 4 hours per day): Overtime for a part-time employee with an average of less than four (4) hours per work day shall be any hours worked on the seventh (7th) day following the commencement of the work week.

3.9 Authorization for Overtime

3.9.1 District authorization: Overtime must be authorized in advance by the responsible supervisor or administrator.

3.9.2 Notice to employee: The District agrees to give advance notice of at least one (1) day whenever possible.

3.10 Compensation for Overtime:

3.10.1 Rate of pay: All employees, both full-time and part-time, who work overtime shall be paid at the rate of one and one-half times the worker's straight time rate, including night shift pay, professional growth pay, and longevity pay.

3.10.2 Computation of overtime: For the purpose of computing the number of overtime hours worked, time during which an employee is excused from work because of holidays, vacation, sick leave, compensated time off or other paid leaves of absence shall be considered as time worked by the employee.

3.11 Compensatory Time Off:

3.11.1 The employee may elect to take compensatory time off in lieu of overtime payment if the overtime is approved in advance by the supervisor. The compensatory time earned in lieu of overtime shall be at the rate of one and one half (1 1/2) times the hours worked.

3.11.2 Use of compensatory time off: The employee may use the compensatory time off at any time mutually agreed upon between the employee and their immediate supervisor. Such compensatory time must be taken within after the fiscal year it is earned. The maximum accumulated time off shall not exceed 120 hours.

3.11.3 Compensatory time off not used within the fiscal year it is earned shall be paid out to the employee at the employee's current rate of pay as of June 30 at the rate of one and one-half (1 1/2) times the hours worked. The employee will be paid no later than August 31.

3.12 Distribution of Overtime

3.12.1 Except in emergency situations, the offer shall be made on a rotational basis starting with the most senior individual within the appropriate class and work site to insure equal opportunity to work overtime, except as modified elsewhere in this agreement.

3.12.2 If an employee refuses the overtime offer, they shall have the offer counted against him/her and the offer shall be made to the next most senior person.

3.12.3 At the beginning of each school year, the District will construct a list of those eligible employees desiring overtime work. Employees who decline to be placed on the list shall remain ineligible for said work until the beginning of the next school year.

3.12.4 If an employee refuses overtime or is otherwise unavailable three times in succession, then they shall automatically be dropped from the list and remain ineligible for such work until the beginning of the next school year.

3.12.5 The Union and the District, agree that should a volunteer not be forthcoming, the District may require an employee to work overtime.

3.13 Overtime for Classified Employees:

3.13.1 Classified employees will be paid at the appropriate rate for additional work in excess of their normal shift. Additional hours, in order to be compensated, must be approved by the site administrator or immediate supervisor in advance.

3.14 Meal Periods

3.14.1 The District shall provide a duty-free meal period without compensation of at least thirty (30) minutes and no more than one (1) hour each day for all employees who work five (5) hours or more per day.

3.14.2 The specific time of the meal period will be designated by the employee's immediate supervisor, and for a full-time employee the meal period shall normally be near the middle of the workday.

3.14.3 The meal period shall be uninterrupted. Should there be an unanticipated interruption, the lost time shall be made up at the end of the meal period.

3.14.4 Employees on a regular day working ten and one-half (10 1/2) consecutive hours or more will be granted a second meal period.

3.15 Rest Periods

3.15.1 All employees shall be granted pro-rated rest periods as follows:

<u>Hours Worked</u>	<u>Time of Rest Period</u>
1	0 minutes
2	0 minutes
3	10 minutes
4	15 minutes
5	one 20-minute break or two 10-minute breaks
6	20-minute break or two 10-minute breaks
7	30-minute break or two 15-minute breaks
8	30-minute break or two 15 minute breaks

3.15.2 Appropriate times for rest periods for each employee shall be arranged by the immediate supervisor. Breaks shall not be combined with meal periods or start/stop times.

3.16 Shift Differentials

3.16.1 A shift for the purposes of this agreement shall mean the number of hours worked exclusive of overtime and irrespective of job class or classes.

3.16.2 Any employee receiving compensation on the basis of their shift shall not lose such compensation if they are temporary, for twenty (20) working days or less, assigned to a shift not entitled to such compensation.

3.16.3 The District agrees to assign employees to shifts for which differential pay is designated (except temporary assignments of less than twenty working days) based on length of service within the appropriate class among those employees who request such an assignment.

3.17 Split Shift Differential

3.17.1 A split shift is defined as one in which employees have a break in their regular workday of a minimum of two (2) hours.

3.17.2 The District will pay a differential compensation to employees working a split shift equivalent to thirty (30) minutes at the employee's normal rate of pay.

3.17.3 The District will not incur split-shift differentials to expand an individual's schedule to meet additional hours requested in different occupations.

3.17.4 Salary schedule rates will be applied to each classification added or split.

3.18 Night Shift Differential

3.18.1 A night differential compensation of 10% shall be paid to employees whose regular shift exceeds four (4) hours and who work 50% or more of their shift after 5:00 p.m.

ARTICLE IV - HEALTH AND WELFARE BENEFIT

4 HEALTH AND WELFARE BENEFIT ALLOCATION

4.1 The District agrees to pay the cost of dental insurance premiums for the current dental plan.

- 4.2 For employees taking medical coverage the District will cover:
- a. For employees with no dependents, the single medical rate for the mid-level range of the high medical plan options offered by the District per month.
 - b. For employees with one or more dependents, the single medical rate for the mid-level range of the high medical plan options offered by the District plus up to \$100 per month to cover actual medical premiums.
- 4.3 For current employees who have verified they have other medical coverage and who choose cash in lieu of medical benefits the District will contribute \$200 towards the in lieu of option.
- 4.4 For employees hired after November 4, 1999 and not taking medical coverage the District will contribute \$75 towards an in lieu of option.
- 4.5 Eligible Employees covered by this agreement are eligible for the above health and welfare benefits as follows:
- 4.5.1 2 hours and 59 minutes or less - no coverage
 - 4.5.2 3 hours to 4 hours 59 minutes - one-half (1/2) of the Board allocation
 - 4.5.3 5 or more hours-full allocation
- 4.6 Employees on approved unpaid leave may continue their medical/dental coverage provided a) the carrier allows, and b) the employee prepays the full cost of the coverage in advance.
- 4.7 Husband/Wife Benefits
- If there are employees of the District who are husband and wife and they choose to participate in the District's Health Benefits plan, both parties receive the highest allotment, but the total of the two allotments cannot exceed the total of the health and dental packages in which they participate.
- 4.7.1 In the event of the employee's death, benefits to the spouse would be continued for six months following the death of the employee.
- 4.8 State Disability Insurance
- The Union has the right to hold a unit-wide vote to determine whether the members chose to assess themselves as a group for State Disability Insurance.
- 4.9 State Disability Insurance and Family Medical Leave Act
- Any bargaining member unit employee who becomes eligible for State Disability Insurance (SDI), California Paid Family Leave through SDI, Family Medical Leave Act (FMLA), California Pregnancy Disability Act, and/or California Family Rights Act shall be required to meet with the Director of Human Resources to seek to reach a mutual agreement regarding the use of his/her accumulated sick leave or vacation time during the leave.
- 4.10 Family Medical Leave Act and California Family Rights Act for Part-Time Workers
- Classified employees shall have the right to apply for leaves under the Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA).
- 4.10.1 In cases where the District has a reasonable belief that an employee may qualify under FMLA/CFRA, the District shall notify the employee in writing that she/he may apply for FMLA/CFRA. The notification from the District shall include an explanation of the employee's rights and the documentation needed in order to apply for such leave.

- 4.10.2 Employees requesting leave under FMLA/CFRA must submit a statement from the treating physician indicating that the employee meets the medical requirements for FMLA/CFRA.
- 4.10.3 Employees who are employed less than full time may work less than the 1250 hours in a twelve month period required to qualify for FMLA/CFRA. To provide part-time employees some of the protection that FMLA/CFRA gives to full time employees, the District and Union agree to the following:
1. All standard documentation required of employees requesting FMLA/CFRA must be completed and the employee must meet all other eligibility criteria.
 2. Part-time employees must work at least 60% of their scheduled days and hours in a twelve month period to qualify.
 3. Employees will be provided protection to their job rights but not to their benefits. Should an employee lose his/her benefits due to an extended absence from duty, said benefits shall be restored according to the terms of the CBA upon return to duty.
 4. Job rights protection will have a duration equal to the period specified for fully qualifying employees under FMLA/CFRA.

4.11 Benefits for Retirees

- 4.11.1 The Superintendent or designee shall advise all employees of their rights and responsibilities related to continuing their health insurance benefits when they retire.
- 4.11.2 A retiring classified employee who has served a minimum of 15 years as an employee in the District and who has reached age 55 prior to July 1 of their retirement year will receive a monthly allocation for medical and dental insurance premiums equal to the amount they were receiving at retirement. If a retiree is not covered by District insurance but wishes to join the District plan at retirement they shall receive an amount equal to the single allocation for the plan in which they enroll at retirement. A part time employee would have their premium prorated proportionately.
- 4.11.3 The District's allocation may be used only for medical and dental insurance programs, (including Medicare coordinated plans) and only through carriers approved by the District.
- 4.11.3.1 If a retiree obtains insurance as the second party on another insurance policy the District will reimburse the retiree for the "out of pocket" portion of the premium up to the average of the single allocation amounts at retirement. The retiree shall submit copies of paycheck stubs, retirement check stubs, or insurance bills quarterly to the district business office for reimbursement.
- 4.11.4 Any unused portion of the District's maximum allocation reverts back to the District. The retiree may not apply any unused portion to other types of insurance or any other benefit programs.
- 4.11.5 A given retiree, after once receiving the monthly allocation, shall continue receiving the benefits from the District for five years. In the event of the retiree's death, benefits to the spouse would be continued for six months following the death of the retiree.
- 4.11.6 Any retiree (or widow(er)) not receiving District contributions for medical and/or dental insurance shall be allowed to pay their own premiums and remain on the District insurance rolls.

ARTICLE V - LEAVES

5 GENERAL LEAVE

- 5.1 Leave is permission granted in advance by the District for an employee to be absent from their duties for a specific period of time.
- 5.2 Leave must be officially granted in advance and may not be granted retroactively. Sick leave is considered to be granted in advance if the employee submits a completed form to the proper authority on the day they return to work. The

employee must supply a reason for the leave request on the form. The parties recognize two (2) types of leave: paid leave and unpaid leave.

5.3 Paid Leaves

5.3.1 Sick Leave

5.3.1.1 All classified employees are entitled to one day of sick leave for each month of work. Unused sick leave may be accumulated without limit. Classified employees who work less than a full day are entitled to sick leave benefits based on the ratio their normal work day bears to a full day (8 hours). Sick leave shall not be charged against unused vacation except as provided under 5.3.1.6 below. For the purpose of computation, employees who work 50% or more of their required working days in a given month shall be credited with one-half month service, and employees who work 75% or more of their required working days in a given month shall be credited with a full month service for the purpose of accumulating sick leave.

5.3.1.2 After 5 consecutive days of illness, an employee is required to furnish written proof of illness or injury signed by a medical practitioner.

5.3.1.3 When employees are ill they are encouraged to take sick leave provided for that purpose. If the District has reason to suspect that a classified employee is abusing sick leave, it may require at any time that they present proof of illness to qualify for pay during the absence. If the classified employee is entitled to sick leave, and should such a request cause any additional mileage or medical expense to the employee, the District shall pay these expenses. Mileage will be the amount approved by the IRS for tax-deductible expenses.

5.3.1.4 All illness or injury that physically incapacitates the employee from performing their regular duties is an authorized reason for a sick-leave absence.

5.3.1.5 When an employee is exposed to a contagious disease and is absent from work to prevent spreading the disease to their employees as verified by the employee's physician, sick leave is authorized. An employee shall be paid their regular salary for any period during which their place of employment is closed because of quarantine, epidemic, or other conditions involving the health or safety of employees, provided that the employee is ready, able and willing to perform their customary or other reasonable and suitable duties. During this period, the District shall endeavor to assign the employee to work elsewhere.

5.3.1.6 Time off for doctor or dentist appointments may be taken as sick leave if the appointment is necessary because of illness, injury or for dental care.

5.3.1.7 When an employee has exhausted accumulated sick leave, they may, at their option, use accumulated vacation time earned to date at that time.

5.3.1.8 When an employee has exhausted their accumulated full-pay sick leave or vacation, or has exhausted the personal necessity days as outlined in the contract, the District will provide written notification to the employee when deductions are applied to the employee's wages no later than one (1) week before the pay date that the deduction is applied.

5.3.1.9 Any employee who is required to be absent from their duties for a period of five (5) months or less due to a serious illness or injury may be granted up to fifty percent (50%) of the employee's regular salary. Such a salary differential will be granted only after all accumulated sick leave has been exhausted. Sick leave earned in accordance with 5.3.1.1 shall run concurrently with the 100 working days of sick leave of this section. For example, if an employee has accumulated twenty five (25) days of sick leave earned under 5.3.1.1, they shall be entitled to (after their full paid sick leave has been exhausted) seventy-five (75) working days of sick leave compensated at fifty percent (50%) of the employee's regular salary. Request for leave under this provision must be made directly to Human Resources. Prior to making a decision, Human Resources requires a report from the physician provided by the employee. Employees granted leave under this provision shall sign an agreement that the District will be given written notice no less than twenty (20)

working days before the expiration date of the leave of their intention to return. Accompanying the written intention to return will be a physician's report verifying fitness to resume work. Failure to notify the District will be considered a notice that the employee will not return.

5.3.1.10 In any case in which a dispute arises as to the medical condition of an employee's ability to work, the employee will be referred, at District expense, to a physician, whose opinion shall be controlling, to provide an independent corroboration of diagnosis and/or length of recovery. The Union and the District will mutually agree yearly on a panel of doctors for employees to choose from for this purpose.

5.3.1.11 Annual sick leave entitlements will be posted at the beginning of each school year or upon a new employee's effective hire date. An employee may request from the Human Resources Department a statement of sick leave accumulated at any time.

5.3.1.12 All transitional duty assignments shall be approved in accordance with a physician's written statement of ability to work without risk of re-injury with approved restrictions listed. The written transitional duty authorization from the treating physician shall be provided to the District at the beginning of the next business day of receipt by the worker.

5.3.1.13 No applicant for a transitional duty assignment will be discriminated against because of past work performance, age, physical handicap, or any other reason.

5.4 Industrial Accident Leave (Absence Due to Illness or Injury on the Job)

5.4.1 A classified employee who is absent from duty because of illness or injury resulting from an accident or condition which qualifies under Workers' Compensation Insurance shall be granted an industrial accident leave for such illness or injury.

5.4.2 Such leave shall not exceed sixty (60) working days in any fiscal year for the same accident and shall commence with the first day of absence.

5.4.3 Such leave shall not be cumulative from year to year, but at the end of the school year unused industrial accident leave may be carried into the next fiscal year for the same accident.

5.4.4 Sick leave shall not be deducted until all industrial accident leave has been used.

5.4.5 All checks received by an employee from the Workers' Compensation carrier shall be endorsed over to the District.

5.4.6 After expiration of all industrial accident leave, sick leave may be deducted in an amount equal to the difference between regular salary and compensation checks endorsed to the District from the Workers' Compensation carrier.

5.4.7 When all available leaves, including industrial accident, sick leave, accumulated vacation time and additional leave (if granted) have been used, and if the employee is not medically able to return to work, they shall be placed on a re-employment list for a period of thirty-nine (39)-months. When available, during the thirty-nine (39) month period, they shall be employed in a vacant position in the class of their previous employment over all other available candidates. Any employee who has been medically released for return to work and who fails to accept an appropriate assignment shall be dismissed.

5.4.8 It is the intent that all of the above provisions for industrial accident leave be construed in conformity to Education Code Section 45192 or any amendments thereof.

5.4.9 In the event an employee becomes disabled as the result of a work related injury, the District's worker's compensation program personnel shall assist the employee in becoming familiar with available rehabilitation programs.

5.5 Absence Due to Illness or Death in the Immediate Family (Bereavement)

5.5.1 Any employee will be granted necessary leave of absence not to exceed five (5) days with full pay on account of death of any member of their immediate family. Immediate family is defined as: mother, father, legal guardian, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, the spouse, mother-in-law, father-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, niece or nephew of the employee, or any person living in the immediate household.

5.5.1.1 Up to an additional 2 days may be granted for the death of a parent, legal guardian, spouse or child of an employee.

5.5.1.2 Two additional bereavement days will be allowed for travel in excess of 300 miles to funeral services for family members defined in Article V, Section 5.5.1.

5.5.2 All employees shall be granted necessary leave of absence, referred to as Imminent Death Leave not to exceed two (2) days to care for a member of the immediate family who is critically ill and requires the care or attendance of the employee. A doctor's certificate shall be required. Immediate family shall be defined in the same manner as 5.5.1 for bereavement.

5.5.3 Leave of absence for illness or death in the immediate family shall not be cumulative from year to year. Illness leave for the immediate family shall not exceed a total of ten (10) days for any one member of the family in a given school year.

5.5.4 In the case of death of a close relative not covered above, or a close friend, an employee may use Personal Necessity Leave in accordance with the provisions below in 5.6.1.5. Should the employee not have Personal Necessity Leave available to them, the employee may use other leave or vacation with approval from their immediate supervisor.

5.6 Personal Necessity Leave

5.6.1 Up to seven (7) days of sick leave may be used for personal necessity during any one school year for the following purposes:

5.6.1.1 Death or serious illness of a member of their immediate family, as defined under bereavement leave.

5.6.1.2 Accident, involving employee's person or property, or the person or property of a member of their immediate family.

5.6.1.3 Notification from the government that a member of the immediate family is "missing in action."

5.6.1.4 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with jurisdiction.

5.6.1.5 Pressing personal business not covered above which cannot be attended to outside the regular work day.

5.6.1.6 Prior approval shall not be required, except to give as much notice as possible to the employee's principal or other administrator in charge.

5.7 Absence Due to Judicial Appearances

5.7.1 Employees shall be granted a leave of absence without loss of pay to appear as a witness in a court other than as a litigant, to serve on a jury, or to respond to a subpoena or official order from another governmental jurisdiction. The employee will be paid their regular salary less the maximum received from jury duty or in witness fees.

5.8 Military Leave (Paid/Unpaid)

5.8.1 The District shall abide by the provisions of the applicable State and Federal laws with respect to leave for military service.

5.8.2 The District may grant leave of absence without pay for a maximum of two years for service in the Peace Corps or AmeriCorps.

5.8.3 An employee on temporary military reserve duty is entitled to up to thirty (30) days paid leave after one year of District service.

5.9 Unpaid Leave

5.9.1 Maternity Leave

5.9.1.1 A regular employee may request an unpaid leave prior to and following pregnancy leave to a maximum of one (1) year. Extension of maternity leave may be granted at the District's discretion.

5.9.1.2 Request for maternity leave shall be submitted in writing to Human Resources at least two calendar months prior to the desired date of the leave or by March 15, if possible, for the following school year.

5.9.1.3 The employee's request for leave shall specify the inclusive dates the employee desires to have the leave.

5.9.1.4 By March 15th of the year the maternity leave expires, the employee must indicate in writing whether or not she intends to return to the District the following school year. Failure to comply with the provisions of this section constitutes a resignation effective June 30 of the year the employee is on leave. The District at any time during the leave may require a preliminary statement of the employee's intention to return to duty.

5.10 Paternity or Adoption Leave

5.10.1 A regular employee whose spouse is pregnant, or an employee who is involved in adopting a child, may request a leave without pay for a period not to exceed one year.

5.11 Union Business

5.11.1 Up to Five (5) days leave without pay will be granted for designated Union officials (e.g., president, stewards). Such leave must be requested and approved by the Superintendent in advance. No more than two (2) employees may use this leave at any one time. The Union may secure release time for officers and designated members for the conduct of lawful Union Business subject to the following conditions:

5.11.1.1 The Union reimburses the District the cost for substitutes (if provided) at the established District rate for various classified substitute rates.

5.11.1.2 An individual officer or designated member may be released for a maximum of five (5) school days in one school year to attend a professional workshop and no more than two (2) school days in any one school month for other professional activities.

5.11.1.3 No more than four (4) officers or designated members of the Union may be released in any one school day nor more than 15% of the classroom Instructional Assistants staff from any one school staff on any one school day.

5.11.1.4 The Executive Director of Human Resources and immediate supervisor and/or Principal shall be notified in writing on forms provided no less than five (5) days in advance.

5.11.1.5 Approval will be granted when the above conditions are met and substitutes (if used) are available.

5.11.1.6 The above provisions are in addition to “release time” for members representing the bargaining unit at the bargaining table, as provided by the EERA.

5.12 Leave for Certificated Service

5.12.1 An employee who moves from the classified service to the regular Certificated service shall be deemed to be on leave without pay from the classified service for a maximum of thirty nine (39) months.

5.12.3 A classified employee who qualifies for certification may be granted a temporary leave of absence for substitute or other temporary certificated service within and to meet the needs of the Dixon Unified School District. Such leave shall be limited to a total of 10 days per calendar month, and shall be without loss of health, dental, disability, or life insurance benefits (if any). An employee granted such leave shall have the right to return to their original position.

5.13 Administrative Leave

5.13.1 The District may place an employee on leave with pay without prior written warning or approval for a period not to exceed ten (10) working days in order for the District to review or investigate infractions of Education Code, Penal Code or other qualifying events. Should the District need more than the ten (10) working days to complete an investigation, it shall notify SEIU Local 1021 of the need to extend the paid leave.

5.13.2 The Administrative Leave must be confirmed in writing to the employee not later than five (5) working days after the leave effective date. The notice must include the specific reason for the leave and the estimated duration of the leave.

5.13.3 SEIU Local 1021 shall be informed of all administrative leaves in writing within two (2) working days. Such notice shall only include the employee's name, the fact that they are on administrative leave, and the effective date of such leave.

5.14 Additional Leaves

5.14.1 Additional leaves with or without pay for up to twelve (12) months may be granted for good reason (including, but not limited to, reasons of health, education) at the sole discretion of the District.

5.14.2 In accordance with the provisions of Education Code Section 45195, an employee who has exhausted all entitlement to sick leave, vacation, compensatory overtime, or other available paid leave and who is absent because of non-industrial accident or illness may be granted additional leave, paid or unpaid, not to exceed six (6) months. The District may renew the leave of absence, paid or unpaid, for two additional six (6) month periods or such lesser leave periods they may provide, but not to exceed a total of eighteen (18) months. The employee must request this leave in writing to the District.

5.14.3 Unit members are covered by the provisions of the California Family Leave Act, Government Code section 12945.2, a copy of which is attached as Exhibit C. The provisions of this Act shall not be subject to the grievance procedures in Article XI of this agreement. The leave provisions of this agreement will be deemed to be modified to the extent necessary to conform to the provisions of this Act.

5.15 Sick Leave Bank

5.15.1 A sick leave bank shall be established for the use of District employees in the event of catastrophic illness or injury resulting in long term absence from employment, or for the long term care of a family member who suffers from a catastrophic illness or injury which creates a financial hardship on the employee.

5.15.2 Each employee who wishes to voluntarily participate in the sick leave bank shall donate a minimum of eight (8) hours with additional increments of one (1) hour up to a maximum of an equivalent of six (6) days of paid

leave (either sick or vacation) each year by October 31. Written notification of the request to donate must be submitted to the Human Resources Department and SEIU Local 1021. Upon receipt of any such written notification to both the Human Resources Department and SEIU Local 1021, the donated days shall be deducted from that individual employee's sick or vacation leave balance. All days donated shall be irrevocable.

5.15.2.1 The District shall send an email reminder to all classified staff within the first three weeks of each school year reminding staff of the details of article 5.15.2.

5.15.3 A District employee participating in the sick leave bank who has depleted all of their sick leave days and any other paid days off as a result of any such catastrophic illness or injury may request in writing from the District additional sick leave days which must be accompanied by a letter from the employee's medical physician verifying the seriousness of the illness or injury. That verification shall be subject to review and further verification by a medical physician, jointly appointed to perform that function at no cost to the unit member. Approval of the number of days granted, up to a maximum of twenty (20) working days in any school year, shall be jointly decided by the District and SEIU Local 1021 Sick Leave Committee.

5.15.3.1 The Committee shall consist of two (2) members of SEIU Local 1021 unit and two (2) members of the Administration. Unit members of SEIU will be selected by the SEIU Chapter Executive Board. The Administration members shall be appointed by the Superintendent.

5.15.3.2 The Sick Leave Committee shall meet as necessary to administer the Sick Leave Bank. The employer shall maintain the records of transfer into and out of the Sick Leave Bank.

5.15.3.3 The Sick Leave Committee shall be the decision making body to distribute sick leave credits from the Sick Leave Bank upon an application by the unit member.

5.15.4 If during the open enrollment period, a unit member wishing to participate in the Sick Leave Bank has no sick leave days to contribute, that unit member shall be permitted to participate provided that they have vacation accruals to donate after the month of enrollment.

5.16 In the event of a disability which is non-industrial or where industrial causation has yet to be determined, employees shall make timely application for State Disability Insurance temporary disability benefits.

5.16.1 The District will continue to pay the employer share of the monthly premium for medical, vision, and dental insurance coverage on behalf of a qualified regular full or part-time employee who is receiving State Disability Insurance for the period of time that they have and utilize leave accruals to fully integrate, or for the period of time they are on approved FMLA leave, whichever period is longer.

5.16.2 An employee who exhausts their ability to fully integrate accrued leave with SDI shall be eligible to apply for donated leave time from the Catastrophic Leave Bank in accordance with the language in Article V. The integration of such donated leave would enable the employee to continue to receive the employer share of the monthly premium for District medical, vision, dental and life insurance coverage.

5.16.3 Employees receiving State Disability Insurance benefits will only accrue sick or annual leave in any pay period in which they have and utilize sufficient leave accruals to achieve 100% integration with SDI using their own leave accruals. Employees integrating Catastrophic Leave hours with SDI will not accrue sick or annual leave.

5.16.4 State Disability Insurance temporary disability benefits shall be integrated with accrued District leave as follows:

5.16.4.1 Employees must promptly inform the Payroll Department of their State Disability benefit amount and provide documentation of receipt for which they are eligible. State Disability integration is not retroactive beyond one pay period.

5.16.4.2 Employees' pay, including leave accruals and State Disability Insurance temporary disability benefits shall not exceed the employee's regular gross pay. Gross pay is made up of regular base pay,

bilingual differential, professional growth and longevity compensation as applicable. Employees must integrate all required leave not to exceed 100% of their normal salary.

5.16.4.3 Upon exhaustion of sick leave, other accumulated leave may be integrated with the weekly State Disability Insurance temporary disability benefits.

ARTICLE VI - VACATIONS AND HOLIDAYS

6 VACATIONS

6.1 Twelve Month Employees

6.1.1 Each twelve-month employee shall be granted ten (10) working days of vacation. Upon employment, vacation shall be accrued on a monthly basis.

6.1.2 Based upon their hire date, and upon completion of three (3) years, each twelve-month employee shall be granted fifteen (15) working days of vacation.. Vacation shall be accrued on a monthly basis.

6.1.3 Based upon their hire date, and upon completion of ten (10) years, each twelve-month employee shall be granted one (1) additional day of vacation for each year up to a total of twenty-five (25) working days of vacation. Vacation shall be accrued on a monthly basis.

6.2 Employees Working Less Than Twelve Month Work Years

6.2.1 Each employee working less than a twelve-month work year shall be paid for ten (10) working days of vacation. Upon employment, vacation shall be paid on a monthly basis.

6.2.2 Based upon their hire date, and upon completion of three (3) years, each employee working less than a twelve-month work year shall be paid for twelve (12) working days of vacation. Vacation shall be paid on a monthly basis.

6.2.3 Based upon their hire date, and upon completion of ten (10) years, each employee working less than a twelve-month work year shall be granted one (1) additional day of vacation for each year up to a total of twenty (20) working days of vacation. Vacation shall be accrued on a monthly basis.

6.4 Vacation Scheduling and Payment

6.4.1 In order to be eligible to schedule vacation, employees must have served in the District a minimum of six (6) months and be in paid status a minimum of 75% of the working days in each calendar month, including holidays.

6.4.3 Vacations must be approved at least five (5) days in advance by the supervisor. If the vacation requests of two or more employees in the same operating unit conflict, the decision will be made based upon the date and time the request was made (first come, first served) . All other factors being equal, the supervisor will make the decision based on seniority.

Twelve (12) month employees are permitted to schedule their vacations at any time during the year provided vacations are approved five (5) days in advance by the supervisor and the work schedule permits.

6.5 Vacation Accumulation

6.5.1 Twelve (12) month employees may carry forward up to a maximum of thirty (30) days vacation leave.

6.6 Holidays During Vacation

6.6.1 Holidays falling within an employee's scheduled vacation shall not be charged as a vacation day.

6.7 Vacation Interruption

6.7.1 The District may allow a classified employee to interrupt or terminate vacation leave in order to begin another type of paid leave without a return to active service, provided the employee supplies adequate notice and relevant supporting information regarding the basis for such interruption or termination.

6.8 Holidays

6.8.1 Observed Employee Holidays

Employees shall be allowed to observe the following holidays:

New Year's Eve	Labor Day
New Year's Day	Floating Local Day
Martin Luther King's Birthday	Veterans' Day
President's Day	Day before Thanksgiving
Memorial Day	Thanksgiving Day
Independence Day (12 Month Employees)	Day after Thanksgiving
Good Friday (1/2 Day in accordance with 6.8.4 and 6.8.5)	Christmas Eve
	Christmas Day

In the case the District student calendar does not recognize one or more of these days, the employee will take the equivalent non-student holiday as designated by the distributed calendar.

The day leading into Winter Break and May Fair Friday are designated as minimum days. Employees working five or more hours may end their work day at the end of the student day unless their duties require them to assist in providing direct service or supervision to students. If serving or supervising students, the employee must complete that duty until all students are off campus. For employees who do not work in a role supervising students, the minimum day is five hours, ending no earlier than 1:00 P.M.

6.8.2 In order to qualify for any of the above listed holidays, the employee must be in paid status on the day preceding or the day following the holiday. If any observed holiday falls upon a Sunday, the following day not a holiday shall be celebrated as the holiday. If a holiday falls on a Saturday, the preceding day not a holiday shall be celebrated as the holiday.

6.8.3 Should employees be required to work on any of the above holidays, then employees will receive a designated in-lieu-of holiday.

6.8.4 Each employee who is working on Good Friday will be granted one-half the normally scheduled day off.

6.8.5 If Good Friday is a student holiday, then all unit members who are in paid status will receive one-half day holiday for Good Friday.

6.9 Additional Holidays

6.9.1 Employees are also entitled to such holidays appointed by the President of the United States or the Governor of the State of California as a public fast, thanksgiving or holiday, unless it is a special or limited holiday.

6.10 Holiday Work

6.10.1 In order to have certain needed functions performed, it may be necessary to require some employees to work on one or more of the holidays designated above. When any employee is required to work on any of said holidays, they shall be paid compensation or given compensating time off for such work at one and one-half (1 1/2) their normal rate of pay in addition to the regular holiday pay, provided that the employee does not receive a designated in-lieu-of holiday.

6.11 Miscellaneous

6.11.1 The provisions of this Article do not apply to those unit members whose work is in part in positions designated as temporary to the extent of the temporary work. For example:

6.11.1.1 Vacations - Employees earn vacation time on the basis of their regular assignment; not on the temporary assignment. Thus, an employee working a six (6) hour regular assignment and a two (2) hour temporary assignment would earn vacation leave and receive vacation pay on the basis of the six (6) hour assignment only.

6.11.1.2 Holidays -Employees receive holidays on the basis of the regular assignment only. Thus, an employee working a six-(6) hour regular assignment and a two-(2) hour temporary assignment would receive holiday pay on the basis of the six-(6) hour assignment only.

6.11.2 Vacation and holiday pay shall be calculated as provided in Article II of this agreement.

ARTICLE VII - TRANSFERS

7 DEFINITION

7.1 A transfer is the movement of an employee from one position to another position within the same classification or to another classification having comparable levels of duties and responsibilities and the same maximum rate of pay. A transfer can be voluntary or involuntary.

7.2 Unit positions open for transfer shall be posted for a period of not less than five (5) working days, unless in case of emergency.

7.3 Voluntary Transfers

7.3.1 A voluntary transfer is a transfer initiated at the request of the employee. An employee wishing to transfer from one work site or department to another shall apply for such transfer in writing.

7.3.2 Employees who desire a transfer must file an application for the posted opening prior to the close of the posting period.

7.3.3 Transfers will be based on, but not limited to, the following factors: best interests of the District; qualifications; work performance; ability to do the job; desires of the employee; length of service.

7.3.4 If in the opinion of the Superintendent or his designee, two or more unit members who have applied for transfer are equally qualified, the unit member with the greatest length of service in the District will be granted the transfer.

7.3.5 Current employees will be given preference over outside applicants, provided the qualifications are equal.

7.4 Involuntary Transfers

7.4.1 The Superintendent or his designee may administratively transfer without review unit members when such action is in the best interests of the District and/or the employee(s) involved, including but not limited to the following: educational reasons, personal problems, medical/injury problems.

7.4.2 An involuntary transfer is a change in department or work site requested by the employee's department head or other responsible administrator when he/she deems such a change to be necessary for the benefit of a department, school, or program; for the protection or morale of the employee; or for any other reason related to the legitimate needs of the District. In a non-emergency situation, before any request for an involuntary transfer is acted upon, the employee must be notified in writing by the department head or site manager that an involuntary transfer is being recommended and the reasons therefore, and no such transfer shall be made without five work days notice.

7.4.3 District initiated transfers shall not be arbitrary and/or capricious.

7.5 Seniority Lists

7.5.1 Annually, prior to November 1, the District shall send a seniority list to all members. The seniority list shall be by date of hire in the district for layoff purposes. For transfer purposes seniority shall also acknowledge date of hire in classification. A copy of the seniority list or a computer disk containing said information shall be sent to the Union.

ARTICLE VIII - EVALUATIONS & PROBATIONARY PERIOD

8.1 **Probationary Employee Period and Evaluations**

All new District employees shall serve a probationary period of six (6) months from the date of hire as a probationary employee.

A permanent employee who fails to complete successfully their promotional probationary period, within six (6) months, shall be reassigned to the class from which promoted.

Following the completion of sixty (60) calendar days of service, each probationary employee shall be provided their first evaluation report. In addition, following completion of one-hundred and twenty (120) days, a second evaluation report shall be completed. All probationary employees shall receive a final probationary evaluation report, which shall be completed no later than sixty (60) calendar days prior to the completion of their probationary period, unless the Union and District mutually agree to extend such date.

Permanent Employee Evaluations

All permanent employees shall receive a regular evaluation report once every two (2) years according to the following schedule:

An Employee ID number whose number ends in an even number shall be evaluated in even years. Zero (0) is an even number.

An Employee ID number whose number ends in an uneven number shall be evaluated in years ending in an uneven number.

Even or uneven years refer to the year in which school year ends (e.g. 2019-20 is an even year).

Each permanent employee shall be given a pre-evaluation conference no later than October 1st. This pre-evaluation conference shall be to review the evaluation procedures, review the evaluation tool, and to identify additional items which the employee or their site administrator or immediate supervisor may wish to include in the evaluation, as well as to notify the employee of any areas of concern.

The current form shall be used until the Union and the District have mutually agreed to a changed form.

The final evaluation report shall be completed by April 30th. Each rating officer shall discuss their report with the employee concerned and have the employee sign it before it is submitted to the Executive Director of Human Resources. The immediate supervisor shall be termed the evaluator.

Signing of Evaluation Reports

The evaluation report shall be signed by the employee to indicate receipt only and they shall be given a signed copy. A copy will be placed in the employee's permanent personnel file.

Special Evaluations

Additional evaluation reports may be submitted on probationary and permanent employees whenever the employee's supervisor feels such evaluation will contribute to improvement of performance.

- 8.2 Evaluations shall be based on standards of expected performance as outlined in job descriptions and shall be based upon formal and informal observations, conduct related to job activities, and student performance or behavior as appropriate. Evaluators will consult with site administrators or others who have direct knowledge relating to performance.
- 8.3 Revisions in the District evaluation forms will be made only after consultation with the union. No evaluation of any member shall be placed in their personnel file without an opportunity for private discussion between the member and the evaluator. The written evaluation shall not contain negative comments based on unobserved allegations unless supported by evidence upon which reasonable persons would rely and deemed sufficiently serious to warrant inclusion in the evaluation. Specifically, if the employee and employer have had discussions pursuant to Article XIV (14), these discussions may then be included in the evaluation immediately following whatever disciplinary action has been taken. If Article XIV (14) was not utilized by the employer, the allegation shall be considered resolved and shall not be addressed in the evaluation process.
- 8.4 In the event the evaluator feels that the employee's performance has been less than satisfactory, the evaluator will state in writing the specific problems and make written suggestions in the areas in which the employee needs to improve.
- 8.5 Employees have the right to respond in writing to the formal evaluation report within ten (10) working days, including those items the employee feels are constraints upon the employee's performance. Such response shall become a permanent attachment to the employee's evaluation report.
- 8.6 Every employee has the right to review materials placed in their personnel file.
- 8.7 Information of a derogatory nature, shall not be entered or filed unless and until the employee is given ten (10) days' notice and an opportunity to review and comment thereon. An employee shall have the right to enter and have attached to any such derogatory statement, his own comments thereon. Such review shall take place during normal business hours, and the employee shall be released from duty for this purpose, without loss of pay.
- 8.8 The parties agree that the substance of an evaluation is specifically excluded from the grievance procedure contained in this agreement though alleged violations of the procedure contained herein may be so processed.

ARTICLE IX – SAFETY

- 9.1 The Board shall make every reasonable effort to provide working conditions in schools, which conform to requirements of the California Occupational Safety and Health Act.
- 9.2 An employee shall promptly report in writing to the site administrator alleged unsafe working conditions. The site administrator shall respond in writing to the employee as soon as possible, but under no circumstances longer than ten (10) working days, informing them of the efforts to be made, if any, to remediate the alleged unsafe conditions. The District shall provide a process which allows for employees to report unsafe/dangerous working conditions anonymously.
- 9.3 Individuals not properly authorized by the site administrator or designee may not enter or remain in a place where an employee is required to be in performance of their duties. Employees must ask unauthorized individuals to leave. Failure of such individuals to remove themselves upon request must be reported to the site administrator who will take appropriate action.
- 9.4 Safety equipment required by the District will be provided by the District.
- 9.5 The District shall comply with CalOSHA's Article 3 §1524 regarding water supply. The water shall be located as close as practicable to the areas where employees are working. The frequent drinking of water shall be encouraged.

- 9.6 There shall be quarterly District safety meetings, with both a Local 1021 staff representative and each classified unit safety representative invited to attend. These need to be scheduled firmly and placed in the CBA with dates and times. October, January, April, July.
- 9.7 The District will make a good faith effort to maintain building classroom heat, lighting, and ventilation in proper working order.
- 9.8 The District shall reimburse the reasonable cost for the repair or replacement of personal property, excluding vehicles, damaged while an employee was performing their assigned duties either on District property or at District sponsored activities, unless such damage was due to the negligence by the employee, and/or the property damaged is covered by the employee's personal insurance. Should the employee receive compensation from their insurance coverage, the District will have no further liability for this loss. The employee is obligated to submit a written accident report and claim of property with current date value, and, if appropriate, a copy of the employee's current insurance policy. A review of the report and/or investigation shall be conducted by the District, within ten (10) working days if possible. Thereafter, a determination shall be issued. If the claim is denied or reduced, the employee has ten (10) working days to submit a written appeal to the Superintendent and/or his/her designee. The Superintendent shall make a determination within ten (10) working days.

ARTICLE X - UNION SECURITY

10.1 Use of School Facilities

The Union shall have the right to make use of school buildings for meetings at all reasonable hours when the facilities are not otherwise occupied. The Union shall normally notify the site administrator of such use at least one (1) week in advance.

10.2 Bulletin Boards

The Union shall be provided with a bulletin board in each major site in an area normally frequented by employees on which it may post notices of activities and matters of concern to the Union.

10.3 Union Business

Authorized representatives of the Union shall be permitted to transact Union business on school property whenever schools are open provided the activity does not interrupt or interfere with the performance of employees' assigned responsibilities.

10.4 Mail Service

The Union may use inter district mail service and mailboxes provided such use does not increase the normal time or activity spent by employees.

10.5 Membership Dues

The District shall deduct Union membership dues only, in equal amounts beginning with the payroll check in September. Such dues shall be transmitted to the Union Treasurer or designee accompanied by a Dues Report, in electronic malleable format (excel), of members for whom such deductions have been made that include:

EMPLOYEE ID #

FIRST NAME

MIDDLE INITIAL

LAST NAME

MEMBERSHIP STATUS

FTE – (Provided on bargaining unit list)

GROSS PAY

SENIORITY DATE – (provided on separate listing)

TOTAL

(end)

10.6 Employee's Choice to Join or Not Join Union

The parties agree that each member of the bargaining unit is free to join or to refrain from joining the Union.

10.7 No Interference with Employee's Choice

The parties further agree not to interfere with the unit member's choice if they join or refrain from joining the Union.

10.8 Dues Authorization

Any member of the unit who is a member of the union, or has applied for membership, may sign and deliver to the Union an assignment authorizing deduction of membership dues in the Union. The District shall forward any authorization forms received to the Union as they are received by the District. The District shall promptly transmit all dues deducted pursuant to this paragraph.

10.9 Maintenance of Membership

The District shall honor an employee's check-off authorization, regardless of whether the employee is a member of the Union, unless the authorization is revoked in compliance with the terms of the authorization the employee signed. The employee may only revoke the authorization pursuant to the terms of the authorization the employee signed.

Deductions shall start the pay period after the employer receives notification of the authorization. The employer 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.

Requests to authorize dues/other deduction shall be directed to the Union rather than the District. Requests to revoke or change the authorization shall also 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 authorization/revocation/change in deductions has been requested by the employee.

The Union shall not provide the District with a copy of the employee's authorization unless a dispute arises about the existence or terms of the authorization.

The Union shall indemnify the employer for any claims made regarding such deductions.

Violations of this Section of the Collective Bargaining Agreement shall be addressed through Article XI – Grievance Procedure.

10.10 Dues Deduction

Upon appropriate notification from the Union, the District shall deduct from the salary of any member of the unit and make appropriate remittance for annuities, credit union or any other plans or programs jointly approved by the Union and the Board.

10.12 General Duties

10.12.1 With respect to all sums deducted by the District pursuant to sections 10.10 above, the District agrees promptly to remit such moneys to the Union accompanied by an alphabetical list of unit members for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished.

10.12.2 The District shall not be obligated to put into effect any new, changed, or discontinued deduction of membership within the Article until the pay period commencing no less than fifteen (15) days after receiving notification from the Union.

10.12.3 The Union agrees to furnish any information needed by the District to fulfill the provisions of this Article.

10.13 Hold Harmless and Indemnity

The Union agrees to pay the District all legal fees and legal costs incurred in defending against any court action and/or administrative proceeding challenging the legality of these membership fee provisions of this Agreement or their implementation. The Union agrees to pay any damage judgment rendered against the District as a result of these provisions contained in this Article or the District's implementation thereof.

The District agrees to refer any questions regarding the Janus decision and its implications to the Union.

The District shall immediately notify the Union of any third party requests for contact, biographical and/or demographic information about the bargaining unit employees. The District shall promptly provide the Union of a copy of the request.

The District shall provide the Union at least five (5) working days to review the request and challenge the scope of the request prior to the District responding to the request. The District agrees to consider the Union's response prior to disclosing to a third party any contact, biographical, and/or demographic information about the bargaining unit employees.

10.14 Meetings

The District will continue its historic practice of releasing unit members required to render services to the District from 4:00 p.m. to 5:00 p.m. up to two (2) hours per month to attend the general Union meeting.

10.15 Union Stewards

The Union is permitted to designate one shop steward and one alternate at each site to represent both units simultaneously. The steward or alternate may be released for up to ten (10) days for the purpose of investigating and processing grievances provided the following conditions are met:

10.15.1 The steward or alternate has secured advance approval from their immediate supervisor; and

10.15.2 The steward has secured permission from the immediate supervisor they intend to visit indicating the approximate duration of the visit. If more than one employees are to be visited, the steward must check with the immediate supervisor prior to each visitation; and

10.15.3 The activity does not disrupt required duties; and

10.15.4 The Union reimburses the District for the cost of a substitute, if any.

10.16 Copy of Agreement

The District shall provide each unit member with a copy of this Agreement. Unit members hired after ratification will be given a copy of this Agreement upon assumption of duties.

10.17 Information

10.17.1 The District shall electronically send the following as indicated: One (1) copy of all official Board Meeting Minutes and one (1) copy of each School Board agenda or packet excluding all confidential information or other materials as defined by applicable laws no later than they are furnished to the Board.

10.17.2 The District shall provide the Union designee with electronic notification in malleable electronic format (excel) 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 thirty (30) calendar days of the date of hire.

10.17.3 Regular Receipt of Bargaining Unit Lists

The District shall provide the Union, a Bargaining Unit Report (including seniority listing and placement), in electronic malleable format (excel) on a monthly basis, of all current employees covered by this Agreement, which shall include each employee's:

EMPLOYEE ID #

FIRST NAME

MIDDLE INITIAL

LAST NAME
ADDRESS

CITY

STATE

ZIP CODE

HOME PHONE

CELL PHONE

HOME EMAIL ADDRESS

WORK EMAIL ADDRESS

HIRE DATE

SENIORITY DATE (provided by separate seniority listing)

JOB CLASS

FTE

EMPLOYMENT STATUS (ACTIVE, ON LEAVE, ETC.)

PLACEMENT (provided by separate report)

LOCATION DESCRIPTION

10.18 In-Person On-Boarding Meetings

10.18.1 The District agrees that each newly hired employee shall participate in a mandatory and in-person on-boarding District and Union meeting, within the first ten (10) employee work days from date of hire during regular business hours and onsite without loss in compensation, unless the on-boarding meeting occurs prior to the date of hire.

10.18.1.1 At the on-boarding meeting, the District shall give each newly hired classified employee a copy of the collective bargaining agreement, information regarding the District's insurance programs and a Notice of Employment (NOE) that includes rate of pay.

10.18.1.2 The Union designee that conducts the Union orientation meeting will collect the completed membership enrollment card(s) and submit them to the Union. The Union will process the employee's membership request and notify the District in a timely manner. The member shall be added by the next payroll cycle.

10.18.1.3 The District shall provide the Union with at least ten (10) calendar days' notice, of any on-boarding meeting for a classified new hire, and send an electronic list of expected participant(s) least forty-eight (48) hours in advance of the on-boarding meeting. A shorter notice may be provided by mutual agreement in a specific instance where there is an urgent need critical of the employer's operations that was not reasonably foreseeable.

10.18.2 Each newly hired employee as part of their in-person on-boarding meeting shall be required to attend an in-person mandatory, union orientation meeting not to exceed one (1) hour, conducted by the Union, without loss in compensation, unless the on-boarding meeting occurs prior to the date of hire.

10.18.2.1 Neutrality – The District representatives shall be absent from the room during any Union orientation meetings conducted by the Union with Newly Hired Employees.

10.18.3 A newly hired employee who does not attend the Union orientation meeting conducted by the Union, shall be required to attend a mandatory in-person make up meeting not to exceed one (1) hour during regular business hours and onsite without loss in compensation, unless the on-boarding meeting occurs prior to the date of hire. The Union orientation make up meeting shall be scheduled by the Union and the Union shall communicate the date, time, and location to the District so that the District can notify the newly hired employee in writing that the employee's attendance is required at least forty-eight (48) hours in advance.

10.18.4 Union designee(s), including, but not limited to a Union representative, officers, stewards, or members, shall conduct the Union orientation meetings covered under this agreement. The number of designees will be dependent on the size of the group of newly hired employees. For a group of 1 – 3 newly hired employees, one (1) Union designee shall conduct the Union orientation meeting. For a group of 4 or more newly hired employees, two (2) Union designees may attend the Union orientation meeting for training purposes.

10.18.4.1 The Union designee(s) is allowed to be released to conduct any Union orientation meeting for not more than one (1) hour, including reasonable time for travel (if applicable) and set up, without loss in compensation. The Union designee(s) will secure advance approval from their immediate supervisor to be released for this purpose. The Union will notify the District of the Union designee(s) who will conduct the Union orientation meeting so that the District can confirm the designee's need for release for this purpose with the designee's supervisor.

10.18.5 The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct Union orientation meetings or make up meetings with newly hired employees provided both the facility and audio-visual equipment are available. The Union shall notify the District of the need to use available audio-visual equipment at least one (1) week in advance.

10.19 Training for the Collective Bargaining Agreement

The District will provide a joint training for principals, stewards, and appropriate district administration for the purpose of understanding the collective bargaining agreement. This annual training will include grievance proceedings, time lines, due process, win/win process and any negotiated changes to the agreement. This training will take place in September or October, based upon a mutually agreed upon date, after ratification of new or updated Collective Bargaining Agreement language. During years that negotiations for a successor agreement are not conducted, the training will only be comprised of new or updated language agreements that are a result of "reopener" bargaining.

10.20 Spanish and English Translations

The following shall be written and published in Spanish and English upon request: job duties, custodial routes, and duties for substitute custodians.

10.21 Temporary Assignment

All employees employed for ninety (90) consecutive days or more in a temporary assignment shall receive all benefits that are within this negotiated contract on the 91st day. This does not apply to persons subbing for a member who is ill or on a leave of absence.

10.23 Subcontracting

Dixon Unified School District will recognize all applicable state law and Ed Code language re: sub contracting classified work.

10.24 The District will recognize one (1) District employee from among those represented by SEIU 1021 as the official SEIU Local 1021 District President, hereinafter referred to as the "President". The District will allow the President, or when the President is unable to attend, his or her designee, paid time away from work to conduct Union business. A full-time employee serving in this role shall be allowed up to twelve (12) hours per pay period for this purpose, while a part-time employee shall be allowed no less than eight (8). The President or designee shall obtain permission from his/her immediate supervisor prior to leaving work. Any expenses incurred by the President or designee shall be borne by the Union. Reasonable adjustment shall be made to the President's workload to accommodate the release time provided for Union business. In return, the President will make every effort to provide his/her supervisor and department director with his/her release time needs seven (7) calendar days in advance.

Recognizing that exceptional circumstances may occur, SEIU Local 1021 may request additional paid time away from work for the President or his/her designee in writing from the Superintendent or designee. Such requests shall be responded to within three working days.

The Union may directly reimburse the District for an employee's salary and benefits while on District approved leave of absence for Union related business. The Union shall indemnify and hold harmless the District for any District liability and/or loss under this paragraph.

ARTICLE XI - GRIEVANCE PROCEDURE

11.1 The term "grievance" shall mean a claim by an employee or the Union, covered by this Agreement that there has been a misinterpretation, misapplication, or violation of this Agreement.

11.2 The term "grievant" shall mean the employee or the Union alleging that s/he has been adversely affected and files a grievance.

11.3 The term "days" shall mean employee workdays.

11.4 The term "supervisor" shall mean principal, and/or immediate supervisor of the grievant.

11.5 The purpose of this procedure is to secure at the lowest possible level administrative solutions to problems arising from allegations of unfair or inequitable treatment under this Agreement. In order to be considered, a grievance must be initiated within thirty (30) days of the occurrence giving rise to the allegation(s). The parties agree that these proceedings shall be as informal and confidential as appropriate at each step.

11.6 Step 1 – Informal Meeting

11.6.1 The grievant shall present the grievance to the immediate supervisor or appropriate administrator orally.

11.6.2 The immediate supervisor or appropriate administrator shall orally respond to the grievant within five (5) days.

11.6.3 Settlements that require a change in working conditions or compensation will not be final until approved by the appropriate District-level administrator and SEIU Local 1021. Settlements shall be reduced to writing.

11.7 Step 2 – Grievance Meeting

11.7.1 If the grievant is not satisfied with the response at Step 1, or if no response is made, the grievant may within ten (10) days reduce the grievance to writing and file same with the Executive Director of Human Resources and Labor Relations. The grievance shall contain the name of the grievant, the date of the occurrence, the specific article and section of this Agreement alleged to have been violated, a description of the grievance, when and with whom was the informal meeting held, the specific remedy requested, and shall be signed and dated by the grievant. The Executive Director of Human Resources or designee shall within five (5) days offer mutually agreeable dates on which to schedule the grievance meeting. Following the grievance meeting, the grievant shall receive a written response within ten (10) days, unless extended by mutual agreement of the parties.

11.8 Step 3 - Mediation

11.8.1 If the grievant is not satisfied with the response at Step 2, or if no response is made within the time provided, the grievant may request within ten (10) days that the grievance be submitted to a mediator from the California State Mediation and Conciliation Service. If the grievance is not settled, granted, or withdrawn, the Superintendent or their designee shall provide a written decision to the grievant within fifteen (15) days following the final mediation session.

11.9 Step 4 - Arbitration

If mediation is unsuccessful, or if the District fails to request mediation from the state, the grievant may within ten-(10) days request that the Union submit the grievance to arbitration. The Union by written notice to the Superintendent or their designee may submit the grievance to arbitration. The District will not be held responsible for the Union's refusal to honor a request to submit a grievance to arbitration. In the event that a grievance is submitted for arbitration in a timely fashion, the parties shall select a mutually acceptable arbitrator.

The parties shall request from the California State Mediation and Conciliation Service a list of five (5) arbitrators. Either the District or the Union may have legal counsel participate in the selection process. If an arbitrator cannot be mutually agreed-upon, then the parties shall flip a coin to determine who shall strike the first name, and shall alternately strike names from the list until there is one name remaining.

The arbitrator shall be notified upon selection and requested for a hearing date.

EXPENSES: The fees and expenses of the arbitrator shall be paid in the following manner: (1) If the Union has agreed to represent the grievant in the proceedings, then the costs shall be shared equally by the Board and the Union. (2) In the event the Union declines to represent the grievant, the costs shall be shared equally by the Board and the grievant. (3) The costs are the fees and expenses of the Arbitrator (including travel and subsistence) and the fees and expenses of a court reporter should both parties agree that such is necessary. Other costs shall be borne by the party unilaterally incurring them.

11.9.1 Should the question of arbitrability be raised, the Arbitrator shall rule on such question in the first instance.

11.9.2 The Arbitrator will be without power to recommend a money award for more than the individual grievant would otherwise be entitled.

11.10.1 The parties shall use their best effort to expedite the proceeding of the grievances, though the time limits shall be extended due to the incapacity or illness of one of the parties.

11.10.2 At any step in the grievance process, the grievant may be accompanied by a Union representative. In the event a grievance is filed so late in the school year that it may not be resolved, the parties shall use their best efforts to reduce the time limits set forth herein that the grievance may be adjusted prior to the end of the school year or as soon thereafter as is practicable.

11.10.3 Documents or records of any grievances shall be kept in a separate grievance file and shall not be placed in the personnel file of any grievant.

11.10.4 At all steps after Step I, the Union shall be provided a copy of District response and proposed settlement, if any.

11.10.5 Grievances not appealed within the time limits provided shall be considered withdrawn and may not be reinstated in whole or part at a later date.

ARTICLE XII - SAVINGS

12.1 Should any provision of this Agreement be held to be contrary to law by a court of competent jurisdiction, then such provision will be deemed invalid to the extent required by such court decision, but all other provisions shall continue in full force and effect

ARTICLE XIII – LAYOFF

13.1 The District agrees it will negotiate the effects of layoff upon request from the Union. A layoff is defined as the termination or reduction of an employee's regular work assignment or reassignment to a lower classification or lower rate of pay due to lack of work or lack of funds.

13.2 Displacement (bumping) Rights are rights of an employee facing layoff to displace another employee with less seniority in any classification in which the affected employee holds seniority.

13.3 Layoffs occur in reverse order of seniority by classification. Any employee subject to layoff has the right to replace the least senior person in any classification in which the employee has seniority, who is working the same number of months, days, and hours. However, the employee also has the right to replace an employee working fewer months, days, and hours, but must replace the least senior person in that category.

Layoff Process

1. Upon layoff, an employee shall have thirty-nine (39) months rights to rehire.
2. Employees who have received a lay-off notice have the right to bump into the total hours they currently hold in any position(s) in which they have job rights and in which the hours of duty do not conflict.
3. Individual positions shall not be divided to accommodate bumping.
4. Employees with less than four (4) hours total in a work day shall have the right to decline or defer “bumping rights” and shall have at the employee’s discretion the option to be placed in layoff status, with full unemployment benefits, bumping, and rehire privileges.
5. Employees shall cash-out any and all vacation or compensatory time on the books at the time of a total layoff. Sick leave balances shall be maintained on the books for 39 months.
6. Prior to the District posting any job for public viewing, Dixon Unified School District shall make position available in the exact order shown below:

- a. Employees currently working in position of employment/job posting who received a total or partial layoff, shall have the right to regain up to but not more than the hours they lost in the layoff.
- b. Employees on total or partial_layoff status that have rights in the job class posted shall be entitled to rehire.
- c. Any bargaining unit member that is on layoff status shall be notified by mail of any job vacancies in the District as they become open.
- d. General public notification.

7. Seniority Tie-Breaking

- A) The first tie-breaking criteria for employees facing layoff in a particular job classification because of the same seniority date in that classification shall be his/her earliest district seniority date in any job classification.
- B) After the application of the first tie-breaking criteria, ties will be broken through a double random draw process. An employee's name shall be drawn by lot one at a time and a number shall be drawn by lot immediately after each name to establish the seniority order. A representative of the bargaining group and the district will conduct the lottery. The name of each employee and the number drawn to match it shall be recorded immediately. Number one (1) is the most protected from layoff. The highest number is the least protected from layoff.

13.4 An employee subject to layoff has the right to 45 days notice. Wherever possible an employee facing a layoff shall be notified before the summer vacation begins.

ARTICLE XIV-DISCIPLINE AND DISCHARGE

14.1 Termination of Probationary Classified Employees

At any time prior to the expiration of the sixth (6) month probationary period, the Superintendent or designee may, at their discretion, release a probationary classified employee from district employment. A five (5) day written notice of release from employment shall be delivered to the employee and a copy of the notice shall be mailed by U.S.P.S Certified Mail to the employee's last known address prior to the expiration of the probationary period. A probationary employee shall be granted an exit interview upon their request. The probationary employee will receive their final paycheck as soon as possible, but no later than 30 days after release.

14.2 Discipline of Permanent Classified Employees – Causes

Permanent classified employees shall be subject to disciplinary action (suspension with/without pay, demotion, dismissal, or other disciplinary action defined in this contract and as such in law) only for cause.

Causes: In addition to any disqualifying or actionable causes provided for by statute or by other policy or regulation of this district, each of the following constitutes cause for disciplinary action against a permanent classified employee.

- 14.2.1 Falsifying any information supplied to the school district, including but not limited to information supplied on application forms, employment records, or any other school district records.
- 14.2.2 Inefficiency or unsatisfactory performance.
- 14.2.3 Job abandonment.
- 14.2.4 Neglect of duty.
- 14.2.5 Insubordination.
- 14.2.6 Dishonesty.
- 14.2.7 Consumption of alcoholic beverages while on duty or in such close time proximity thereto as to cause any detrimental effect upon the employee or upon another employee, a student, or any member of the public associated with them.

- 14.2.8 Possession of or being under the influence of any controlled substance at work or away from work, or furnishing a controlled substance to another person.
- 14.2.9 Conviction of a felony; conviction of any sex or controlled substance offense made relevant by provisions of law or regulation; or conviction of a misdemeanor which is of such nature as to adversely affect the employee's ability to perform a duty or responsibility of their position. A plea or verdict of guilty, or a conviction following a plea of nolo contendere (no contest), is deemed to be a conviction for this purpose.
- 14.2.10 Absence without leave or excessive absences and/or repeated tardiness without authority or sufficient reason.
- 14.2.11 Immoral conduct.
- 14.2.12 Discourteous treatment of any member of the public, a student, or another employee.
- 14.2.13 Willful disobedience.
- 14.2.14 Misuse or unauthorized use of district property.
- 14.2.15 Violation of district, Board, or departmental rule, policy or procedure.
- 14.2.16 Failure to possess or keep in effect any license, certificate, or other similar requirement specified in the employee's class specification or otherwise necessary for the employee to perform the duties of the position.
- 14.2.17 Unlawful discrimination, including harassment, on the basis of race, religious creed, color, national origin, ancestry, physical handicap, marital status, sex, or age against any member of the public, a student, or another employee while acting in the capacity of a district employee.
- 14.2.18 Unlawful retaliation against any other employee, a student or a member of the public who, in good faith, reports, discloses, divulges, or otherwise brings to the attention of any appropriate authority any information relative to an actual or suspected violation of state or federal law or regulation occurring on the job or directly related thereto.
- 14.2.19 Willful damage to district property, waste of district supplies or equipment, or excessive carelessness with district property or funds.
- 14.2.20 For employees who drive a vehicle in the regular course of their employment:
 - (1) Failure to maintain a good personal or business driving record;
 - (2) Failure to satisfy the insurability requirements of the district's insurance carrier under the district's regular insurance policies. [The district's ability to obtain insurance for the employee under a high risk or any policy other than the regular insurance policies does not mitigate this failure.]

No disciplinary action shall be taken for any cause which arose before the employee became permanent, nor for any cause which arose more than two years before the date of the filing of the written recommendation of disciplinary action unless such cause was concealed or not disclosed by the employee when it could be reasonably assumed that the employee should have disclosed the facts to the district.

- 14.3 The District shall notify SEIU Local 1021 of any disciplinary action taken against any classified employee prior to the imposition of any corrective action or hearing to determine whether or not corrective action will be taken. SEIU Local 1021 shall be noticed when the classified employee is given notice of "Intent to Discipline."
- 14.4 Progressive Discipline: The stages of progressive discipline are:
 - 14.4.1 All classified employees may attach their own statement to any documentation
 - 14.4.2 Informal oral warning: A classified employee will be orally informed or reminded of the consequences of their conduct prior to issuing any corrective direction in writing.

- 14.4.3 **Counseling Memo:** In the interest of resolving issues at the lowest level possible, a counseling memo will be issued to “warn” classified employees of the consequences of their conduct prior to issuing any formal corrective action. Documentation of the “factual basis” for discipline will be provided to both the employee and their representative (of their own choosing) no later than 10 working days of the supervisor gaining knowledge of the infraction. Infractions more than 30 working days from occurrence shall not be subject to discipline (special consideration may be given and timelines can be extended with mutual agreement between SEIU 1021 and DUSD). Counseling Memos will not be placed in the employee’s official Personnel File. Counseling Memos will be discarded after 1 year (from date of issuance) if no infractions resulting in one or more other Counseling Memos occur.
- 14.4.4 **Formal Written Reprimand:** In the event of serious, willful or persistent misconduct, a written reprimand may be issued to the classified employee. If a written reprimand is issued, documentation will be provided to the classified employee and a chosen representative, no later than 10 working days of the supervisor gaining knowledge of the infraction. Infractions more than 30 working days from occurrence shall not be subject to discipline (special consideration may be given and timelines can be extended with mutual agreement between SEIU 1021 and DUSD). Formal Written Reprimand’s placed in employee’s file will be discarded after 1 year (from date of issuance) if no infractions resulting in one or more other Formal Written Reprimand’s occur.
- 14.4.5 **Suspension Without Pay:** A classified employee may be suspended without pay as a result of a willful, serious or persistent misconduct. A suspensions without pay shall not exceeded five (5) workdays and shall not reduce or deprive the classified of seniority rights or fringe benefits. Employees may petition HR to have the record of suspension removed from their personnel file after 1 year without repeat infraction.

14.5 Procedure

- 14.5.1 The District may dismiss, suspend or demote any employee in the classified service provided the rules and regulations are followed:
- 14.5.2 The Administrator/Supervisor proposing that disciplinary action be taken shall provide the employee with written notice of the proposed action. The written notice shall include:
- a. A description of the proposed action to be taken and the effective date or dates of the proposed action (at least ten (10) calendar days after the notice is received by the employee).
 - b. A clear and concise statement of the reasons for the proposed action.
 - c. A statement that a copy of the materials upon which the action is based are attached or available for inspection by the employee and the employee's representative.
 - d. A statement advising the employee of the right to respond to the charges either verbally or in writing to the District proposing the action prior to its effective date, including the time within which such response must be made (at least ten (10) calendar days from the date of service of the written order). Failure of the employee to make a written or oral response will constitute waiver of the right to respond.
- 14.5.3 If the employee elects to respond in person, a meeting shall be scheduled with the department head or their designee at which the employee shall be given the opportunity to respond to the proposed action. The employee shall be entitled to be represented by the person of their choosing at the meeting. The District may amend, modify or revoke any or all of the charges contained in the written order. The District shall provide notice to the employee of the disciplinary action to be taken and of their right to appeal.

14.6 Appeal Process

Any employee may either appeal such dismissal, suspension, or demotion to the School Board or file a grievance in accordance with Article 11 Section 11.9 (step 4) of this CBA. Prior to initiating arbitration the parties may agree to mediation.

ARTICLE XV - NONDISCRIMINATION

- 15.1 The District agrees that the provisions of this agreement shall be applied without discrimination on the basis of race, color, creed, sex, marital status, religious affiliation, sexual orientation, age, national origin, disability, political beliefs or affiliation, membership in the Union, or participation in the activities of the Union.
- 15.2 The District agrees that no employee shall be subject to harassment or sexual harassment. For purposes of Section 15.2 harassment means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a District employee in the work setting, which serves no legitimate purpose and has the purpose of or the effect of unreasonably interfering with work performance.

ARTICLE XVI - POSTING AND SELECTION

- 16.1 Any available position(s), including athletic coaching positions, in the District shall be posted in a common area at each work site for five (5) workdays. Each site manager shall ensure that the summary is posted at their site. A copy of each vacancy notice shall be sent to the Union and its stewards. The District may simultaneously advertise inside and outside the District for new or vacant positions upon mutual agreement between the Union and District.
- 16.2 When a vacant position is advertised during recess periods, notification of postings will be mailed to the last known address of unit members.
- 16.3 All postings shall list the classification, title, location, salary range, work-hour, condensed description of duties, qualifications required of for the position, and projected starting date, if known. Those unit members having filed an employment application form will be considered first for all posted before outside recruitment. If the District determines that an insufficient number of unit member candidates are qualified, or if no unit member applies, the District may repost without restrictions.
- 16.3.1 Positions within the District will be posted at schools and work locations. Current employees will be considered and interviewed in accordance with Board Policy 4111 ~~5210~~ Recruitment and Selection. Current employees who are determined by the District to meet minimum qualifications for the position will be interviewed.
- 16.4 Within a reasonable period of time following final filing date for any Notice of Vacancy, the Human Resources Department shall do the following:
- 16.4.1 Screen all applicants for qualifications as indicated on the Notice of Vacancy.
- 16.4.2 Administer appropriate test and/or other screening procedures as deemed necessary.
- 16.4.3 Identify eligible candidates (from the eligibility list, if appropriate) and refer qualified candidates for interview by an interview panel arranged by the Principal or other Administrator. All interview panels may include at least one (1) SEIU member drawn from a list provided by SEIU Chapter President.
- 16.4.4 Selection shall be made on the basis of the individual qualifications and capabilities of the candidate, current and previous work performance, affirmative action guidelines, and performance evaluation.
- 16.4.5 Candidates not selected for a position will be notified in writing within ten (10) working days after the final selection. The written notification for any and all unsuccessful candidates shall be made available to SEIU Local 1021, as requested.
- 16.4.6 Unsuccessful applicants may make a written request to the Human Resources Department for -an explanation. Such requests will be answered in writing within fifteen (15) working-days

- 16.4.7 The District will provide the Union, and its stewards with a copy of any Classified eligibility lists. Current employees who indicate a desire to be considered for a Paraprofessional position will be required to take the Paraprofessional Proficiency Exam to determine eligibility. The tests will not be taken on paid time. An applicant who has passed the Paraprofessional Proficiency Exam within the previous 24 months prior to hire shall not be required to take the exam.
- 16.4.8 The District will not divide an existing position in order to create two or more positions unless the position is vacant and programmatic-based requirements dictate change to improve service to students.
- 16.4.9 After exhausting the process outlined in 16.4, and if no unit members are selected, the District will notify the Chapter President and Co-President by email. The District may then advertise the vacancy internally and externally.

ARTICLE XVII - JOINT LABOR MANAGEMENT MEETINGS

- 17.1 The District and the Union have a mutual interest to discuss matters of mutual concern in a collaborative and proactive forum.
- 17.2 The District and Union will meet a minimum of one (1) day a month (unless mutually waived) which would be agreed upon at the beginning of each school year to discuss labor/management issues.

ARTICLE XVIII – RECLASSIFICATION AND NEW JOB CLASSIFICATIONS

- 18.1 All employees covered by this agreement work in particular classifications. Their duties and responsibilities are set forth in job descriptions maintained by the District, which are available to employees upon request.
- 18.2 Employees shall not be required to perform duties on a regular basis which are not fixed and prescribed for their classification.
- 18.3 Reclassification Procedure
- 18.3.1 Employees, the Union or the District may request a reclassification study of any position within the unit. Requests for reclassification must be received between November 1 and January 31 of each year.
- 18.3.2 A reclassification is a change in pay range or classification because new job duties are added which require a higher level of skills, abilities and responsibilities.
- 18.3.3 To request a reclassification study, a Request for Reclassification form must be completed and submitted to the Human Resources Department. In the event an employee requests a reclassification study; the employee will first submit their completed request to their supervisor. The supervisor can provide feedback and/or a recommendation on the form and submit the form to the Human Resources Department.
- 18.3.4 Once the completed Request for Reclassification form is received by Human Resources, the Director of Human Resources will notify the Reclassification Committee, via email, of the pending request.
- 18.3.5 Human Resources staff will initiate a classification study and prepare preliminary recommendations resulting from the study. Human Resources staff will complete the study by the end of April. The study will include:
- a. Interviews with the employee, the employee’s immediate supervisor and persons serving in similar positions;
 - b. A review of the employee’s Request for Reclassification;
 - c. A classification study desk audit;
 - d. An examination of the internal alignment of a position within a job category

- e. A review of the employee's class specification and the class specification of the position for which the employee is seeking reclassification; and
- f. A review of all other related and relevant class specifications and/or information as determined by the Director of Human Resources.

18.4 Reclassification Committee

18.4.1 The Reclassification Committee shall consist of the following members:

18.4.1.1 Two (2) SEIU Representatives and three (3) District Administrators one of which shall be selected by SEIU who does not directly supervise the position studied

18.4.2 In evaluating the request, the Reclassification Committee will consider the following:

(1) The actual level and nature of the duties and responsibilities the employee is regularly required to perform which are not fixed and prescribed for the classification nor reasonably related to those duties of the classification.

(2) How the employee came to be assigned duties and responsibilities not covered by his or her present classification specifications (e.g., an expansion in the functions of the school or office or possession by the employee of special skills or abilities).

(3) When the position was last studied.

(4) A comparison of the employee's actual duties with the duties shown on the employee's classification specification.

(5) Information given by the employee (e.g., the Request for Reclassification) and/or the employee's supervisor.

(6) The duties and responsibilities of the classification into which the employee believes he/she should be classified.

18.4.3 The committee will meet in May to consider requests. The committee will make a recommendation to either deny the request or approve the request and forward it to the Superintendent for consideration. The Superintendent has the authority to accept or reject the recommendation. Recommendations accepted by the Superintendent will be presented to the Board for approval or denial.

18.4.4 If the decision of the Reclassification Committee, Superintendent or Board is to deny the reclassification, the decision is final and not subject the Article XI.

18.4.5 Requests approved by the Board will be implemented July of the new fiscal year.

18.5 An employee who has applied for or received a reclassification may not apply for or be subject to another reclassification within the same job classification for at least two years from the date of the last reclassification/reallocation and/or request.

18.6 After the analysis of the study, should the committee determine that there is no current job description that describes the duties of the position, the process described in "New Job Classification" article will be applied.

18.7 New Job Classifications

18.7.1 The District agrees to notify the Union of the need for any new job classifications created in the District. The District and the Union further agree to meet and negotiate in a timely manner regarding the appropriate salary rate and the bargaining unit designation to which the job class will be assigned.

18.7.2 When a new regular job classification is created, the District will establish the temporary rate of pay. The permanent rate of pay will be agreed upon by the District and the Union and ratified by the Board.

ARTICLE XIX - CONCERTED ACTIVITIES

19.1 The District agrees not to lock out unit members during the term of this agreement. SEIU Local 1021 agrees not to engage in, instigate, or condone any work stoppage by any members of the bargaining unit during the term of this agreement.

ARTICLE XX - DURATION

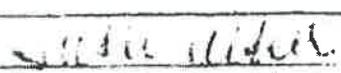
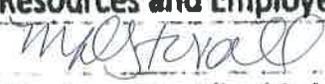
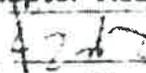
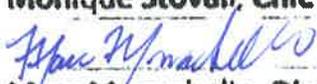
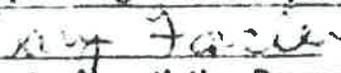
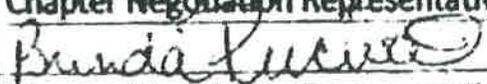
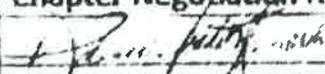
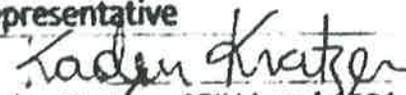
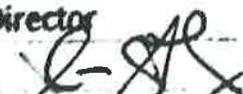
20.1 The term of this contract is from October 1, 2019 through September 30, 2022. Both parties agree to continue to meet over substantive issues and agree to reopeners on Article II - Wages and Article IV – Health and Welfare Benefits in each year, 2020-2021 and 2021-2022. SEIU Local 1021 and Dixon Unified School District will continue to take steps to maintain a positive working relationship, including, but not limited to regularly scheduled Labor/Management meetings as well as utilizing the process available to deter conflict such as Meet and Confers when mutually agreed by both parties.

ARTICLE XXI – COMMITMENT TO TRAINING

21.1 The District and SEIU Local 1021 will work together to develop training opportunities commensurate with District priorities and mission requirements. Management will arrange for employees to receive the appropriate training upon employment, promotion, or transfer. Employees may request additional training as necessary.

SIGNATURES

In witness whereof, the Union has caused this agreement to be signed by its representatives and the Governing Board has cause this agreement to be signed by its representatives.

For the Union:	For the District:
Chapter President	 Cindy Nguyen, Executive Director Human Resources and Employee Relations
 Chapter Vice President	 Monique Stovall, Chief Business Official
 Chapter Negotiation Representative	 Marc Monachello, Director of Technology
 Chapter Negotiation Representative	
 Chapter Negotiation Representative	
Chapter Negotiation Representative	
Chapter Negotiation Representative	
 Valencia Kamara, SEIU Local 1021, Field Representative	
 Kaden Kratzer, SEIU Local 1021, Education Team Field Director	
 David Canham, SEIU Local 1021, Deputy Director	
 John Stead-Mendez, SEIU 1021, Executive Director	

Dixon Unified School District ♦ SEIU Local 1021
2020-2021 CLASSIFIED SALARY SCHEDULE

Step	1	2	3	4	5	6	7
Range 200	\$ 13.33	\$ 13.83	\$ 14.34	\$ 14.88	\$ 15.45	\$ 16.01	\$ 16.63
Range 210	\$ 13.99	\$ 14.52	\$ 15.06	\$ 15.63	\$ 16.22	\$ 16.82	\$ 17.45
Range 220	\$ 14.69	\$ 15.24	\$ 15.82	\$ 16.41	\$ 17.03	\$ 17.67	\$ 18.33
Range 230	\$ 15.44	\$ 16.00	\$ 16.61	\$ 17.24	\$ 17.88	\$ 18.54	\$ 19.24
Range 240	\$ 16.21	\$ 16.80	\$ 17.43	\$ 18.09	\$ 18.78	\$ 19.48	\$ 20.20
Range 250	\$ 17.01	\$ 17.65	\$ 18.31	\$ 19.00	\$ 19.72	\$ 20.45	\$ 21.22
Range 260	\$ 17.86	\$ 18.52	\$ 19.22	\$ 19.94	\$ 20.70	\$ 21.47	\$ 22.28
Range 270	\$ 18.76	\$ 19.46	\$ 20.19	\$ 20.94	\$ 21.73	\$ 22.54	\$ 23.39
Range 280	\$ 19.70	\$ 20.44	\$ 21.21	\$ 21.99	\$ 22.82	\$ 23.67	\$ 24.56
Range 290	\$ 20.68	\$ 21.46	\$ 22.26	\$ 23.09	\$ 23.96	\$ 24.86	\$ 25.79
Range 300	\$ 21.71	\$ 22.53	\$ 23.37	\$ 24.24	\$ 25.15	\$ 26.10	\$ 27.07
Range 310	\$ 22.80	\$ 23.65	\$ 24.54	\$ 25.46	\$ 26.41	\$ 27.40	\$ 28.43
Range 320	\$ 23.94	\$ 24.84	\$ 25.77	\$ 26.72	\$ 27.73	\$ 28.77	\$ 29.85
Range 330	\$ 25.13	\$ 26.08	\$ 27.05	\$ 28.07	\$ 29.12	\$ 30.21	\$ 31.34
Range 340	\$ 26.39	\$ 27.38	\$ 28.40	\$ 29.48	\$ 30.57	\$ 31.71	\$ 32.92
Range 350	\$ 27.71	\$ 28.75	\$ 29.82	\$ 30.94	\$ 32.11	\$ 33.30	\$ 34.56

BENEFITS AND STIPENDS

Longevity	
10 - 14 years	3%
15 - 19 years	6%
20 - 24 years	9%
25 - 29 years	12%
30 years or more	15%

Stipends & Differentials	
Bilingual Stipend	\$.50 per hour
Night Shift Differential	5%

Vacation (12 Month)	
1 - 2 years	10 days
3 - 9 years	15 days
10 years or more	1 additional day yearly; max 25 days

Vacation (9-10 Month)**	
1 - 2 years	10 days
3 - 9 years	12 days
10 years or more	1 additional day yearly; max 20 days

Professional Growth	
8 points	2.50%
15 points	5%
25 points	7.50%
35 points	10%
45 points	12.50%
60 points	15%

Professional Growth, Inst. Support***	
8 points	4.50%
15 points	9%
25 points	13.50%
35 points	18%
45 points	22.50%
60 points	27%

**Employees working less than 9 months shall earn vacation time at the rate of 1 day per month worked.

***IS Professional Growth model applies only to IS classification employees hired on or before 6/30/16, then sunsets.

Dixon Unified School District ♦ SEIU Local 1021
2020-2021 CLASSIFIED SALARY SCHEDULE

Position Title	Range	Work Year
Administrative Support:		
Account Clerk, Associated Student Body (ASB)	260	10 Months
Administrative Assistant, Education Services	300	12 Months
Attendance Secretary	250	10 Months
Compliance Specialist, Data Facilitator Emphasis	300	12 Months
Compliance Specialist, English Learner (EL) Emphasis	300	12 Months
District Office Receptionist, Bilingual (Spanish)	250	12 Months
English Learner (EL) Clerk	290	9 Months
English Learner (EL)/At-Risk Intervention Coordinator	290	9 Months
Interpreter/Translator, LCAP - Spanish	290	10 Months
Interpreter/Translator, Special Education - Spanish	290	10 Months
Parent Liaison, Bilingual - Spanish	290	9 Months
Program Office Coordinator	310	12 Months
Registrar, High School	290	11 Months
School Office Coordinator	320	10 Months
School Secretary	240	10 Months
Secretary to Athletic Director (AD)	240	9 Months
Secretary to Program Director/Manager	290	12 Months
Fiscal:		
Account Clerk, Business Services	260	12 Months
Accounting & Budget Technician	310	12 Months
Accounts Payable Technician	310	12 Months
Payroll/Benefits Technician	310	12 Months
Food Service:		
Food Service Assistant	210	9 Months
Food Service Coordinator	250	9 Months
Information Technology:		
Computer Technician	290	12 Months
Network Systems Engineer	350	12 Months
Student Data Systems Manager	350	12 Months
Webmaster Engineer	310	12 Months
Instructional Support:		
Campus Supervisor	240	9 Months
Early Childhood Educator	270	9 Months
Learning Center Coordinator	250	9 Months
Library Technician	240	9 Months
Licensed Vocational Nurse (LVN)	300	9 Months
Paraprofessional, Licensed Vocational Nurse (LVN)	300	9 Months
Paraprofessional	250	9 Months
Paraprofessional, Aspire	250	9 Months
Paraprofessional, Self-Care	250	9 Months
Technology Assistant	240	9 Months
Traffic-Playground Monitor (TPM)	200	9 Months

Dixon Unified School District ♦ SEIU Local 1021
2020-2021 CLASSIFIED SALARY SCHEDULE

Position Title	Range	Work Year
Maintenance & Operations:		
Carpenter I	290	12 Months
Carpenter II	320	12 Months
Custodian, Day	240	12 Months
Custodian, Night	240	12 Months
Groundsperson	240	12 Months
Maintenance Worker, HVAC Technician	330	12 Months
Maintenance Worker I	240	12 Months
Maintenance Worker II	270	12 Months
Maintenance Worker III	320	12 Months