Tentative Agreement

May 23, 2023

The Dixon Unified School District ("District") and the Service Employees International Union Local 1021 ("SEIU") (District and SEIU collectively the "Parties") agree on May 23, 2023 to conclude successor contract negotiations for the 2022-2023, 2023-2024, and 2024-2025 school years, as follows:

- (1) Article 2 Wages. The Parties agree that the compensation listed immediately below is in addition to the 5% and \$3,000 one-time payment already agreed to per the parties' 6/14/22 Side Letter Agreement.
 - 2022-23: A 3% increase to the salary schedule, retroactive to July 1, 2022 (retroactive payment to be issued within 60 days of unit ratification/Board approval of Tentative Agreement); and

A \$1,000 one-time lump sum payment to all unit members employed during the 2022-2023 school year (payment to be issued within 60 days of unit ratification/Board approval of Tentative Agreement).

The parties also already agreed on 5/5/23 to revise Article 2.8 Longevity as follows:

2.8 Longevity

Longevity will accrue in increments of 3% on employees hire date; 109-14 years 3%, 1514-19 years 6%, 2019-24 years 9%, 2524-29 years 12%, 30 29 years or more 15%.

The parties also agree to revise Article 2.16 as follows:

2.16 <u>Maintenance/Grounds/Custodial</u> <u>Classified Staffing</u> Task Force

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

- a. <u>Custodial sStaffing</u> 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 eustodial classified staffing no later than 6/5/20202024.
- (2) Article 11 Grievance. SEIU withdraws its proposal to revise Article 11.9's reference to arbitration as "binding" (11.9 also referred to in Article 14.6).

- (3) Article 19 Concerted Activities. The Parties agrees to remove Article 19 from the contract, for the sole purpose of consistency with the District's certificated unit's contract which does not include such an article. The Parties agree that the removal of Article 19 does not permit the District to lock out unit members during the term of the new agreement, nor does it permit SEIU from engaging in, instigating, or condoning any work stoppage by any members of the classified unit during the term of the new agreement.
- (4) Article 20 Duration. The District Parties agree to revise Article 20 as follows:
 - 20.1 The term of this contract is from October 1, 2019 February 1, 2023 October 1, 2022 through September 30, 2022 June 30, 2025. 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 2021-20222023-2024 and 2024-2025, as stated below.
 - 20.2 2023-2024 Reopeners: Effective July 1 2023, the parties shall reopen Article II-Wages and Article IV Health and Welfare Benefits, plus up to one (1) article each. Upon mutual agreement, the parties may open additional articles. The parties agree to initiate reopener negotiations by September October 15, 2023.
 - 20.3 2024-2025 Reopeners: Effective July 1 2024, the parties shall reopen Article II-Wages and Article IV Health and Welfare Benefits, plus up to one (1) article each. Upon mutual agreement, the parties may open additional articles. The parties agree to initiate reopener negotiations by September 15, 2024.
 - 20.4 The parties agree to initiate successor agreement negotiations by January 15, 2025.
 - 20.5 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.
- (5) New Article 22 Classified Staffing. SEIU withdraws its proposal for a new Article 22 Classified Staffing
- (6) Article 17 Joint Labor Management Meetings. The Parties agree to amend Article 17.1 as follows:

- 17.1 The District and the Union have a mutual interest to discuss matters of mutual concern, including local, state and federal revenue sources, not limited to marijuana tax revenues, in a collaborative and proactive forum.
- (7) New Article 23 Compensation and Classification Study Committee. The Parties agree to renumber as Article 22, see 4/14/23 TA.
- (8) Paraprofessionals & Groundskeeper Tiers Committee. The Parties agreed to establish a one-time committee as stated in their 4/14/23 TA.

The Parties agree this Tentative Agreement is subject to ratification by the unit and approval by the Board of Trustees. The Parties' negotiating teams agree to actively support ratification and approval, collectively, of this Tentative Agreement.

For the District

Brian Dolan Superintendent Andrew Rathjen

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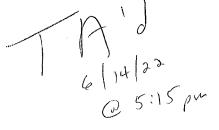
President, SEIU Chapter 1021

EIU Labor Representative

SEIU Labor Representative

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UNION COUNTERPROPOSAL #2 – Wages June 14,2022



PROPOSED SIDELETTER AGREEMENT

Service Employees International Union (SEIU) Local 1021 and Dixon Unified School District (DUSD)

The Union intends this to be a one-time sideletter while we continue negotiating our successor contract, which expires September 30, 2022. It does not preclude ongoing proposals on compaction, salary scale, longevity, additional steps, wages, or any other proposals. A reopener on wages is not yet necessary, as we are still negotiating our contract and this item can be addressed as part of the current contract. It is not contingent upon coming to an agreement on the entire contract. The District shall pay the increase immediately, starting on July 1, 2022. The District will accept a signed Tentative agreement as a good faith agreement to begin processing this payment while formal Association ratification and Governing Board approval are pending.

ARTICLE II - WAGES

- 1. Effective July 1, 2022, the salary schedule shall be increased by 5%. The salary schedule and salary classification requirements for all employees are set forth in Exhibit A.
- 2. For purposes of retention, current SEIU members will receive a \$3000 re-signing/retention stipend for the 2022-23 school year, half of which will be paid in October of 2022, and the remainder to be paid in June 2023. In order to receive either payment, members must fulfill their contracts at least until the payment date.
 - For the purposes of recruitment, DUSD will offer a \$3000 one-time signing stipend to new SEIU members in the 2022-23 school year, half of which will be paid in October of 2022, and the remainder to be paid in June 2023. In order to receive either payment, members must fulfill their contracts at least until the payment date.
- 3. The District agrees to meet with the Association no later than October 15, 200 to reopennegotiations on Article II: Salaries.

For SEIU Local 1021:

For the District:

Aimee Echeverria, Union President

Prian Dolan Superintendent

Data

Susan Altieri, Union VP

law a

Date

Mo Kashmiri, SEIU Field Rep

Date

and

Dixon Unified School District (DUSD)

Union Proposal #14 Ongoing compensation & classification studies 4/14/23 FINAL

NEW LANGUAGE

Article 23 – Compensation and classification study Committee

The District shall complete a compensation and classification study for classified employees at least once every three years. It shall compare Dixon to the surrounding geographical Districts as well as Districts of comparable size including but not limited to schools within Solano and Yolo County. The results will be distributed to the Union.

The District shall complete a compensation and classification study for classified employees through an outside neutral vendor. The District shall issue a Request for Proposal to undertake a comprehensive compensation and classification study for all classifications represented by SEIU by June 30th, 2023. It shall compare Dixon to the surrounding geographical Districts as well as Districts of comparable size including but not limited to schools within Solano and Yolo County. The District and the Union shall meet to discuss the initial RFP before it is submitted. The District and the Union agree to ongoing collaboration with the company that is selected to perform the study. The District shall bear full cost of the study. The study will be conducted in conformity with generally accepted compensation methodology. The study shall be completed no later than January 1st, 2025. Within 30 days of the study being complete, the full results will be distributed to the Union, and the District will meet and confer with the Union before implementing recommended upward adjustments to the salary and any recommended changes to job descriptions.

Every three years, the District and Union shall create a joint class and compensation study committee with 3 members appointed by SEIU and 3 members from administration. One of the administrators shall be chosen by SEIU. The committee shall meet at least once a month. The intent of the committee is to internally develop a class and compensation study for all classified positions. It shall compare Dixon Unified to the surrounding geographical Districts as well as Districts of comparable size including but not limited to schools within Solano and Yolo County. The SEIU members shall be released to attend meetings and do

research.

For SEIU/Local 1021:

And Www Rathjen, President

Date

For the District:

Brian Dolan, Superintendent

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and

Dixon Unified School District (DUSD)

Union Proposal #9 Holidays 9/6/22

TENTATIVE AGREEMENT

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

isii altieri

Christmas Eve

with 6.8.4 and 6.8.5)

Christmas Day

Juneteenth, June 19th

For the Union



DIXON UNIFIED SCHOOL DISTRICT (DUSD) PROPOSAL

TO

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 1021

ARTICLE II, WAGES 5/05/23

2.8 <u>Longevity</u>

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

Mohammad Kashmiri

Susicaktur

2/5/23

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<u>District Counter Proposal #13</u> <u>Classified School Employee Summer Assistance Program</u> <u>1.27.23</u>

Article 22 - Classified School Employee Summer Assistance Program

District shall apply to participate in the Classified School Employee Summer Assistance program (CSESAP) through the State of California. CSESAP provides matching state funds to local educational agencies (LEAs) participating to be paid out during the summer recess period to participating classified employees. Employees shall be able to participate as soon as possible. Potentially eligible employees shall be notified by mail and email about election forms and dates needed to participate in the program before January 1 of each fiscal year.

Bi Doh For the District

<u>District Counter-Proposal #6</u> <u>Vacation Scheduling and Payment</u> <u>1/27/23</u>

- 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.
- 6.4.2 Vacations must be approved 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. Vacations of two (2) days or less in a row shall require two (2) days notice. Vacations of three (3) days or more in a row shall require five (5) day notice.

For the Union

Susi alter

District Counterproposal #7 Commitment to Training 1.27.23

Article XXI- COMMITMENT TO TRAINING

21.1 The District and SEIU Local 1021 will work together to develop training opportunities commensurate with District and employee priorities and mission requirements. This is designed to improve the job performance of classified employees and to provide training to gain new skills and abilities to enhance career development. Management will arrange for employees to receive the appropriate training upon employment, promotion, or transfer. This will increase knowledge, awareness and understanding of the employees' present or potential responsibilities in the District as well as to improve the standard of service, and on the job performance. If possible, employees will have the opportunity to shadow another employee doing the position. Employees may request additional training as necessary. The District will work to provide employees with ongoing training every year.

For the Union

Susii atture



Dixon Unified School District (DUSD)

Union Proposal #8 Bereavement 9/6/22

TENTATIVE AGREEEMENT

- 5.5 Absence Due to Illness of 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 his/her immediate family. Immediate family is defined as: mother, father, guardian, grandmother, grandfather, or grandchild of the employee or the spouse of the employee, the spouse, step-mother, 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.

For the Union

Susie altiere

and

Dixon Unified School District (DUSD) Successor Contract Negotiations

Union Proposal # 15 - Paraprofessionals & Groundskeeper tiers 4/14/23 FINAL

The District and the Union shall immediately create a one-time committee of 3 SEIU appointed employees and 3 administrators, one of which shall be selected by SEIU. The committee shall meet at least monthly with the goal of jointly developing a tiered classification and salary schedule for Para 1,2,3 and Grounds 1,2,3. The committee shall begin before September 1, 2023.

The District shall adopt the following tiers for paraprofessionals and groundskeepers

- Paraprofessional
 - Paraprofessional Educator level I
 - Resource classrooms
 - 1 on 1 (non toileting)
 - Paraprofessional Educator Level II Behavior (\$1.50+ per hour)
 - ILC classes
 - ED students
 - Aggressive students (physical and verbal)
 - Paraprofessional Educator Level III Selfcare (\$ 3.00+ per hour)
 - -Toileting 1 on 1

All paraprofessionals shall return to standard rate associated with their pay scale once "special duty" is concluded

- Groundskeepers
 - Groundskeeper level I
 - Ground maintenance
 - Mowing lawn
 - Field maintenance
 - Groundskeeper level II (\$2.00+ per hour)
 - Heavy Machinery (e.g. forklift, chainsaw, anything that requires additional training)

All groundskeepers shall return to standard rate associated with their pay scale once "special duty" is concluded

ForsEtU Local 1021:

Andrew Rathjen, President Date

Mo Kashmiri, SEIU Date

Brian Dolan, Superintendent

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<u>Union Proposal #2</u> <u>Article 10 – In-Person On-Boarding Meetings</u> <u>Union Counter 4/14/23</u> <u>Tentative Agreement</u>

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 onboarding 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 commensurate with experience/education. Employee shall also receive the prior employment experience verification form. The employee shall also be given a copy of the job(s) description, an explanation of the evaluation process, who their evaluator is, daily schedules, break schedules, lunch break requirements, supervisor information, the employee calendar, the amount of sick leave and vacation they accrue, and an explanation of what the probation and where it ends, basic directions about how to log absences and when to use them, and an overview and best practices of the drop-down choices (including personal necessity, overtime, comp time), and mandatory trainings (such as Target solutions). All new employees will receive at least one week of training will be provided or shadowing of another employee in the same position.
- 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 <u>President, Chief Steward & Field Representative</u> with at least ten (10) calendar days' notice, of any onboarding 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 inperson 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

For SEIU Aocal 1021:

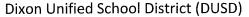
For the District:

athjen, Union President

Date

Brian Dolan, Superintendent

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Union Counter Proposal #11 Additional Hours 4/14/23

Article 13.9 – ADDITIONAL HOURS (added to contract)

- a. Starting the 23-24 school year, Parent Liaison positions shall have 10 additional days added to the school year for a total of 190 days.
- b. <u>Paraprofessionals shall also be paid to attend professional development on in-service days.</u>

 <u>Classified staff Paraprofessionals shall be offered voluntary paid professional development on in-service days.</u> an MOU basis.

Informal Agreements (not included in the MOU/CBA)

- c. In March of 2021, several foodservice employees' schedules were reduced by one (1) hour. All those affected positions shall receive one (1) additional hour of service each day to restore that time.
- d. Office Staff shall have bi-monthly site-support meetings with all site support staff. The two TK Paras shall receive 30 extra minutes of paid time daily to help assist during lunch and recess due to TK time being extended. The extension no longer matches their hours. Parents have had to pick their kids at 12:30pm but now have to pick them up at 1:15pm. In mid-January, they were notified it would be changed, but the union was never notified about this change. Currently TK para hours are 8:15-12:45. TK used to get out at 12:30 and we had 15 minutes to help with buses, late pickup, and cleaning the classrooms. The teachers are having to cover during their prep time. Currently, Anderson is the only TK, but it is expected to expand in the future. There are only two TK Paras and ends up being 40 kids in yard duty and 3 TPM's are covering, and they are already down a TPM since November. TK kids can't go to bathroom and nurse independently, and they are getting hit a lot with the older kids together. According to the Principal, it is only one para who is being timecarded for 30 minutes as a TPM. We will move forward getting her another contract for the additional 30 minutes.

For Sell Local 1021:

ew Rathjen, President

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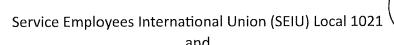
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For the District:

Brian Dolan, Superintendent

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Dixon Unified School District (DUSD)

Union Proposal #5 Overtime Distribution 4/14/26

Article 3.12 – Distribution of Overtime

3.12 Distribution of Overtime

- 3.12.1 Except in emergency situations (such as natural disasters or shootings), the offer shall be made on a rotational basis starting with the most senior individual within the appropriate class and work site to ensure equal opportunity to work overtime, except as modified elsewhere in this agreement.
 - a. In M&O, alarm call-outs shall be be made on a seniority basis and shall not be considered an emergency situation.
- 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 and provide the list to the Union. Any employee may opt back into the overtime list on June 1st, September 1st, December 1st, and March 1st and an updated list shall be provided to the Union. Employees may request a copy of the list at any time. 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.

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

For \$FIJU Local 1021:

Andrew Rathjen, President

Date

Mo Kashmiri, SEIU

Date

For the District:

Dixon Unified School District (DUSD) Successor Contract Negotiations

Brian Dolan, Superintendent

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<u>Professional Development</u> 2/10/23

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%, Associates degree 17.5%, Bachelors degree 20%, and Masters degree 25%. I 1 point equivalent to I 1 semester unit; 15 hours equivalent to I 1 semester unit). Additionally, employees who have received their associates degree shall receive an annual stipend of \$500, employees who received their bachelor's degree shall receive an annual stipend of \$1000 \$500. Master's degree shall receive an annual stipend of \$1156.68.

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.

Exhibit A (at back of contract)

For the Union

Professional Growth	
8 Points	2.5%
15 points	5%
25 points	7.5%
35 points	10%
45 points	12.5%
54 points	15%
Associates Degree	\$500 annual stipend
Bachelor's/pegree	\$1000 \$500 annual
	stipend
Masters Degree	<u>\$1156.68</u>
	<u>Annual</u>
	stipend