

Conclusion of 21/22 Bargaining Year Negotiations

Vacaville Unified School District and SEIU Local 1021

July 13, 2022

The Vacaville Unified School District ("District") and Service Employees International Union (SEIU), Local 1021, mutually agree to the following tentative agreements and the conclusion of 21/22 bargaining year negotiations of a successor Collective Bargaining Agreement (CBA) to replace the 2018-2020 CBA:

Tentative Agreement #1: Article 16 – Leaves

Tentative Agreement #2: Article 17 – Grievance Procedures

Tentative Agreement #3: Article 2 – Union Security

Tentative Agreement #4: Article 5 – Layoffs

Tentative Agreement #5: Article 6 – Vacancies/Change in Classification

Tentative Agreement #6: Article 10 – Unit Members' Responsibility

Tentative Agreement #7: Article 13 – Uniforms

Tentative Agreement #8: Article 3 – Union Rights

Tentative Agreement #9: Article 14 – Holidays

Tentative Agreement #10: Article 4 – Evaluations

Tentative Agreement #11: Article 11.2 – Shift Differential

Tentative Agreement #12: Article 8.5 – Shift Differential

Tentative Agreement #13: Article 23 – Discipline

Tentative Agreement #14: Article 11.1 – Classified Salary Schedule

ARTICLE 26 - TERM OF CONTRACT

This agreement shall remain in full force and effect from July 1, 2020 through June 30, 2022.


Chris Hulett
Assistant Superintendent
Of Human Resources
7/13/22
Date


Barbra Molica
SEIU Local 1021 President
7-13-22
Date


Casey Thompson
Field Representative, SEIU
Local 1021
7/13/22
Date

Tentative Agreement #1
ARTICLE 16 – LEAVES
SEIU Local 1021 and the Vacaville Unified School District
April 14, 2022

ARTICLE 16 – LEAVES

16.1 SICK LEAVE ACCOUNTING

- A. Sick Leave shall be allowable on the basis of:
1. 220 or more days: Twelve (12) days annually.
 2. 197 -219 days: Eleven (11) days annually.
 3. 175 -196 days: Ten (10) days annually.
 4. Members who work less than an eight (8) hour day shall receive the proportionate amount of a day per month.
 5. Summer school/extended school year employees shall accrue the proportionate amount of one day per each month of employment.
- B. Sick Leave is accumulated from year to year for an indefinite period. Upon separation members are not paid for any accumulated sick leave.
- C. Sick Leave may be taken prior to accrual with one exception –a new unit member shall not be eligible for more than six (6) days of sick leave until after the completion of six (6) months of service.
- D. All sick leave claims must be verified by an absence report. Proof of illness or injury shall be presented to the Superintendent for absences of three (3) consecutive working days or more, or where there is a reasonable suspicion of abuse.
- E. Any unit member unable to report for duty at the prescribed time shall so advise the District Human Resources Office at the earliest possible time. Transportation employees shall advise the Transportation Office.
- F. When a unit member is absent from duty because of illness or accident for a period of five (5) months, or less, the amount deducted from the salary due ~~him/her~~ them for any month in which the absence occurs shall be no less than fifty percent (50%) of their salary.

- G. A unit member with one (1) year or more of service who terminates employment for reasons other than action initiated by the employer for cause, and who accepts employment with another school district within one (1) year is eligible to transfer his/her personal leave earned at the prior district.

16.2 TYPES OF LEAVE

- I. Unpaid Leaves of Absence
1. Leave of absence without pay may be granted to unit members at the discretion of the Board under the following conditions:
 - A. Retraining Purposes. The member must have rendered service to the District for at least three (3) consecutive years.
 - B. Study Purposes. The member must have rendered service to the District for at least three (3) years preceding the granting of the leave.
 2. Leave of absence without pay for up to ten (10) workdays during a fiscal year may be taken with prior written approval of the unit member's supervisor. Such leaves may be for personal reasons acceptable by the District.
 3. A leave of absence shall not be granted for more than one (1) year. Any member who has been granted a leave of absence for one (1) year for illness, accident, or for rest and recuperation, or has been absent from duty for a period of one (1) year for the above named reasons, may have his/her leave extended for an additional year with the above named reasons, with Board approval.
 4. Leave of absence without pay for up to six (6) months may be granted for extenuating circumstances. The member must have rendered service to the District for at least three (3) consecutive years preceding the granting of the leave. The District maintains the sole discretion to approve or deny such leave requests, on a case by case basis.
 5. Any employee who is absent without prior written authorization may be subject to progressive disciplinary action.


Chris Hulett
Assistant Superintendent
Of Human Resources
4/28/22
Date


Barbra Molica
SEIU Local 1021 President
4-28-22
Date


Casey Thompson
Field Representative, SEIU
Local 1021
4/28/22
Date

Tentative Agreement #2

ARTICLE 17 – GRIEVANCE PROCEDURES SEIU Local 1021 and the Vacaville Unified School District

April 14, 2022

ARTICLE 17 – GRIEVANCE PROCEDURES

17.6 LEVEL III

If the grievant is not satisfied with the disposition of his/her grievance at Level II, the grievant, with the written concurrence of the Union, may within ten (10) workdays:

1. Submit the grievance to a neutral arbitrator. Such request must be in writing and be accompanied by a written statement from the Union agreeing to take the grievance to arbitration. If no agreement can be reached on a mutually acceptable arbitrator within ten (10) workdays after the written request is made, the District and the Union shall jointly request that the State Conciliation Service supply a listing of names pursuant to its Rules. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in this step. Any award of the arbitrator shall be binding on the grievant, the Union and the District. It shall be the function of the arbitrator to make an award, if necessary, which will resolve the grievance. The arbitrator shall be subject to the following limitations:
 - A. The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this agreement, but shall determine only whether or not there has been a violation, misapplication or misinterpretation of this agreement, as alleged by the grievant.
 - B. The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.
 - C. The arbitrator shall have no power to change any practice, policy, or rule of the District or to substitute his/her judgment for that of the District as to the reasonableness of any such practice, policy or rule.

- D. The arbitrator shall not consider any issue/evidence raised by the grievant unless it was known by the District in an earlier level of this grievance procedure.



Chris Hulett
Assistant Superintendent
Of Human Resources

4/28/22

Date



Barbra Molica
SEIU Local 1021 President

4-28-22

Date



Casey Thompson
Field Representative, SEIU
Local 1021

4/28/22

Date

Tentative Agreement #3
ARTICLE 2 – UNION SECURITY
SEIU Local 1021 and the Vacaville Unified School District

April 28, 2022

ARTICLE 2 – UNION SECURITY

2.1 PAYROLL DEDUCTIONS/DIRECT DEPOSIT

- A. Payroll deductions authorized by the District shall not be subject to fees or charges to unit members or the Union.
- B. Employees hired after January 1, 2005, shall be enrolled in the Electronic Transfer Fund (EFT) program.

2.2 AUTHORIZATION

~~Union dues and Union sponsored insurance programs must be authorized in writing by unit members on a revocable authorization card approved by the District. The District will honor the terms of the employee's written authorization for payroll deductions for Union dues. Employee requests to add, cancel, or change authorizations for payroll deductions for Union dues shall be directed to the Union rather than to the District. The Union is responsible for processing these requests. Payroll deductions for Union sponsored insurance programs must be authorized in writing by unit members.~~

~~2.3 MAINTENANCE OF MEMBERSHIP—This section applies only to those employed prior to December 26, 1983 (September 17, 1984 for Transportation classification).~~

~~A. Unit members covered by this contract who are members of the Union, upon final ratification of this contract, shall remain members in good standing with the Union for the full term of this contract and all successive contracts subject to the provisions of Article 2, Section 2.3.B.~~

~~B. Any unit member desiring to revoke his authorization for Union dues shall notify the Union and the District Payroll Department by registered mail during the time period starting thirty (30) calendar days from the date of final ratification of this and any successive contract and ending fifteen (15) days thereafter.~~

~~C. Failure to timely notify the Union and the District Payroll Department shall be deemed an abandonment of the right to revocation until the next appropriate time period in compliance with this section.~~

~~D. Compliance with this maintenance of membership agreement shall be deemed a condition of continued employment with the District.~~

~~E. The Union shall indemnify and hold harmless the District in regard to any claims or action arising from the provisions herein (Article 2, Section 2.3) or complying with any demand for termination hereunder.~~

~~2.4 REQUIRED MEMBERSHIP OR VACE SCHOLARSHIP FEE—This section applies only to those employed on or after December 26, 1983 (September 17, 1984 for Transportation classification).~~

~~A. The exclusive representative shall have the sole right to have membership fees and scholarship fees deducted for employees in the unit.~~

~~B. The District shall deduct dues from the wages of all employees who are members of the exclusive representative on the date of execution of this agreement and who have submitted dues authorization forms to the District.~~

~~C. The District shall deduct dues from the wages of all employees who, after the date of this agreement, become members of the exclusive representative and submit dues authorization forms.~~

~~D. All employed unit members who elect not to initiate a dues authorization form by October first of the current school year, shall pay an amount equal to the current exclusive representative's dues directly to the exclusive representative.~~

~~E. New employees within forty five (45) days from the commencement of duties must submit a dues authorization form, or shall pay an amount equal to the current dues directly to the exclusive representative.~~

~~F. Notwithstanding any other provision of the Article, any employed unit member who is a member of a bona fide religion, body or sect whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues to the exclusive representative, to pay an amount equal to the current exclusive representative's dues to a mutually agreed upon scholarship fund. Proof of payment shall be made on an annual basis to the exclusive representative. Proof of such payments shall be made on a monthly basis to the District, as a condition of continued exemption from the requirement of financial support to the exclusive representative.~~

~~G. The exclusive representative agrees to continue the yearly VACE scholarship policy. Should there not be a suitable recipient, then monies shall be set aside to be given the following year.~~

~~H. The requirements of this Article shall be a condition of continued employment for all members of the unit.~~

~~I. Upon appropriate written authorization from a member of the unit, the District will deduct from the salary of any member of the unit and make appropriate remittance for annuities,~~

~~credit union, charitable donations or any other plans or programs approved by the exclusive representative and the District.~~

~~J. The Union shall indemnify and hold the District harmless from any and all claims, suits or any other action, including reasonable attorneys' fees, arising from provisions of this section or from complying with any demands for deduction.~~

~~K. Paragraphs D and H of this Article shall not apply to employees hired prior to December 26, 1983 (September 17, 1984 for Transportation classification).~~

2.53 COPE DEDUCTION

The District agrees to a payroll deduction program for voluntary employee contributions to the SEIU's 1021 Union Committee on Political Education (COPE) subject to the following conditions:

- A. Voluntary deduction for COPE shall be withheld only if the employee so authorizes on a form provided by the Union.
- B. Employees may sign up, change the amount of their contribution or discontinue their contributions in writing, to the Union. The Union will send a ~~copy~~ **notice** to the Payroll Department. These contributions or changes will take effect no later than the second period after written receipt of the change in the Payroll Department.

2.4 NEW EMPLOYEE ORIENTATION

- A. **"New Employee Orientation" means the onboarding process for newly hired bargaining unit employees, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties, and responsibilities, or any other employment related matters.**
- B. **Each newly hired employee, following their in-person on-boarding meeting(s) with the District, will be provided an on-boarding session conducted by the Union on the first Wednesday of the month following hire. The District will make available facilities to the Union to conduct the sessions. The Employer representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with newly hired employees.**

- C. **SEIU 1021 may send up to two (2) representatives and/or a SEIU 1021 Field Representative to the new employee orientation, and those representatives will have up to thirty (30) minutes total to address the new employee(s).**

2.5 MEMBERSHIP DATA

A. Data Pertaining to Deductions – New Employees

The employer shall produce to SEIU Local 1021’s Membership Department by the last work day of each month, a malleable electronic file containing the following information for new employees hired within the last thirty (30) days:

- 1. Full Name (first, middle, last, suffix)**
- 2. Employee Number**
- 3. Job Classification**
- 4. Full-Time Equivalent (FTE)**
- 5. Bargaining Unit**
- 6. Hours worked in the preceding payroll period, which are the basis for the dues deduction amount**
- 7. Pay Step**
- 8. Pay Rate**
- 9. Pay Status (active, on leave, separated from employment, etc.)**
- 10. Work Location**

B. Regular Receipt of Bargaining Lists – All Employees

On the last work day of October, February, and June, the Union shall receive a list of all current employees covered by this Agreement, which shall include each employee’s name, home address, home and cell phone numbers, personal and work e-mail addresses, work locations, department, employee identification number, hourly rates of pay, hours worked, gross pay. This list will include all employees newly hired, rehired, reinstated, transferred into or out of the bargaining unit, transferred between departments, promoted, reclassified, downgraded, placed on leaves of absence of any type including disability, placed on or recalled from layoff, separated (including retirement), added or deleted from the bargaining unit, or who have made any changes in Union deductions during the preceding bargaining list report period.

C. Protect contact, biographical and/or demographic information of unit members from third-parties

In order to protect bargaining unit employees from harassment or invasion of privacy, the employer shall notify the Union, as soon as practicable, of any third party requests for contact, biographical and/or demographic information about the bargaining unit employees. The employer shall promptly provide the Union a copy of the request and any materials submitted with the request. The employer shall provide the Union at least ten (10) days to review the request and challenge the scope of the request prior to the employer responding to the request. The employer 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. The employer agrees that it will not create a report for a non-exclusive representative requestor that does not already exist. If the employer is required by law to furnish a non-exclusive representative requestor with a report, it agrees not to provide it in a malleable electronic format. The employer shall not permit a non-exclusive representative to access bargaining unit members during working hours or in working areas. The employer agrees that non-exclusive representatives are prohibited from soliciting on District property.


Chris Hulett
Assistant Superintendent
Of Human Resources
4/28/22
Date


Barbra Molica
SEIU Local 1021 President
4-28-22
Date


Casey Thompson
Field Representative, SEIU
Local 1021
4/28/22
Date

Tentative Agreement #4
ARTICLE 5 – LAYOFFS
SEIU Local 1021 and the Vacaville Unified School District

April 28, 2022

ARTICLE 5 – LAYOFFS

5.3 LAYOFF AND RE-EMPLOYMENT

- A. Layoffs shall occur due to lack of work or lack of funds per Ed Code.
- B. Forms of layoff: Layoffs may take one or more of the following forms: An involuntary reduction in the number of days worked in a year; An involuntary reduction in the number of hours worked in a day; An involuntary reduction in the classification through bumping by senior employees; An involuntary reduction in salary or other compensation to avoid layoff; A voluntary reduction in days worked, hours worked, reduction in salary compensation or, classes to avoid layoff is at the option of the employee affected.
- C. Order of layoff within a classification shall be determined by hours of service. The employee who has the least seniority in the classification plus higher classifications shall be laid off first. In the case of two or more unit employees having the same hours of service, the order of layoff of such employees shall be determined by hire date within his/her classification.
- D. If the classification hire date is equal, the employee's original hire date with the District as a permanent employee shall be used. When a layoff of classified employees is anticipated by the administration, and prior to the time Governing Board action is taken with respect to a layoff of classified employees, the District shall notify the Union of the possibility of a layoff action. A list of positions recommended for elimination will be furnished to the Union at the same time as the seniority list is furnished.
- E. In the event or necessity of layoff, written notice of layoff shall be delivered to the affected unit employee by personal service by the Superintendent or designee as follows:
 - 1. **Permanent Employees - A permanent employee, for purposes of Article 5 – Layoffs, includes employees who are permanent at the time the notice or right to hearing was required, and employees who became permanent after the date of the required notice.**

- a. **At least fifteen (15) days, but not later than March 1, prior to the March 15 deadline for issuance of layoff notices, the District shall notify the Union of its intent to layoff bargaining unit members.**
2. **Permanent Employees in Specially Funded Positions – Classified employees, whose positions are specially funded, will receive notice** no less than sixty (60) days prior to the effective date of layoff, informing the employee of displacement rights, if any, and reemployment rights. Any layoff notice shall specify the reason for layoff.
 - F. **Vacation Pay upon Termination:** An employee of the District receiving a ~~sixty (60) day~~ layoff notice shall have the option of taking his/her accrued vacation or receiving monetary compensation for such accrued vacation, but shall not be forced to take such vacation within the ~~sixty (60) day~~ notification period. Vacation time and compensatory time (within the limits of the contract) earned and unused at the time of layoff shall be computed and paid off with the final warrant due the employee.
 - G. **Fringe Benefits:** A unit employee who has been laid off pursuant to this Article shall be entitled, at his/her expense, to continue the same insurance plans provided for employees in the health and welfare article of this Agreement, for a period of thirty-nine (39) months.
 - H. **Substitute Work:** The employer must make reasonable efforts to utilize laid-off employees for substitute work. Such employees interested in substitute work must file a letter to that effect with the Human Resources Department. Substitutes will be selected from the reemployment list by seniority. Employees on a reemployment list shall be given prior consideration for service as substitute employees at the appropriate substitute rate established by the District. (Working as a substitute does not affect your reemployment rights.)
 - I. **Status of Temporary Employees:** All temporary employees within an affected area targeted for layoff will be terminated before any permanent positions are eliminated. Permanent positions will be restored before any temporary employees are rehired in an affected area.
 - J. **Alternatives to Layoff:** The District may entertain proposals from individuals through their Union representatives relative to alternatives to layoffs such as voluntary job sharing, voluntary early retirement, voluntary reduction in hours, etc. The determination as to its effects will be subject to negotiations between the District and the Union. The intent, however, will be to reduce the impact of those individuals affected by a layoff decision. If the District contemplates layoff of bargaining unit

members, the District shall notify the Union of the possibility of layoffs in sufficient time for the Union to exercise its rights under this section. If an agreement is not reached reverts back to original layoff.

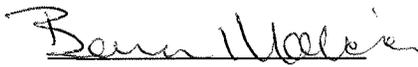
- K. Temporary employment for laid off unit members: Classified employees on layoff will be considered first for all temporary positions if they meet the minimum qualifications for the position. Temporary positions are created in accordance with Ed Code and are not created to displace permanent employees. If a laid off employee accepts a temporary position, it does not affect his/her reemployment rights.



Chris Hulett
Assistant Superintendent
Of Human Resources



Date



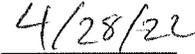
Barbra Molica
SEIU Local 1021 President



Date



Casey Thompson
Field Representative, SEIU
Local 1021



Date

Tentative Agreement #5

ARTICLE 6 – VACANCIES/CHANGE IN CLASSIFICATION

SEIU Local 1021 and the Vacaville Unified School District

April 28, 2022

ARTICLE 6 – VACANCIES/CHANGE IN CLASSIFICATION

6.1 VACANCIES WITHIN THE UNIT

A. When a new position is created or an existing position becomes vacant the transfer list will first be considered. If no employee is selected from the transfer list, the district and the Union will meet and confer **upon request by the Union**. The position shall be advertised within the unit for at least five (5) working days as follows:

- VUSD website year-round
- **EdJoin online platform year-round**
- ~~Posted in Human Resources year-round~~
- All school/work sites during the student calendar year

The District may simultaneously advertise inside and outside the District for new or vacant positions upon mutual agreement between the Union and District.

6.4 TRANSFER

A. Employee Initiated Voluntary transfer requested by the employee, in writing, shall be considered first by the Union and the District when all of the provisions listed below are met:

1. ~~Members on a twelve (12) month probation period must complete six (6) months of probation in their current position to be placed on the transfer list and be considered for a transfer.~~ **Members must complete their probationary period in their current position in order to be placed on the transfer list.** For special circumstances, the District will meet and confer with the Union.
2. There must be a vacancy.

3. Request for transfer in writing, on file at the Human Resources office prior to vacancy being announced.
 4. Vacancy must be in the same classification and job description.
 5. Must be the same pay range.
 6. Not more than the same number of hours currently worked per day. Member will be notified in writing by the District of approval/disapproval.
 7. **Members shall remain on the transfer list for a period of twelve (12) months. Members may reapply to be put on the transfer list at any time after that.**
- B. District Initiated
1. Unit members who are to be transferred for disciplinary reasons shall be assigned to a new or vacant position. If no new or vacant position exists within forty-five (45) days of the announced decision to implement a disciplinary transfer, such transfer may include the involuntary transfer of another unit member. Any such involuntary transfer shall be carried out in reverse order of seniority among members in the classification.
 2. Staff Relocation

In the event a relocation of staff becomes necessary the following criteria shall be used to identify the employee(s) to be transferred:
 - A. District needs
 - B. Employee qualifications
 - C. Seniority
 - D. Among two (2) or more employees who wish to be transferred all of whom meet criteria a) and b) above, the most senior employee shall be transferred.

Among two (2) or more employees who do not wish to be transferred, all of whom meet criteria a) and b) above, the least senior employee shall be transferred.

A. Filling of Paraprofessional Instructional Assistant – Special Ed Absences

The following criteria shall be used to determine which employee shall fill the absence:

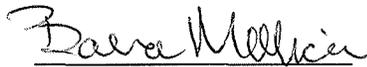
- A. District Need
- B. Volunteer
- C. Rotational on a seniority basis (site-based seniority list)



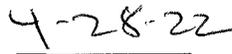
Chris Hulett
Assistant Superintendent
Of Human Resources



Date



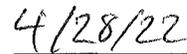
Barbra Molica
SEIU Local 1021 President



Date



Casey Thompson
Field Representative, SEIU
Local 1021



Date

Tentative Agreement #6
ARTICLE 10 – UNIT MEMBERS’ RESPONSIBILITY
COMPENSATION
SEIU Local 1021 and the Vacaville Unified School District

April 28, 2022

ARTICLE 10 – UNIT MEMBERS’ RESPONSIBILITY COMPENSATION

10.1 RESPONSIBILITY DESIGNATION

At any time during the shift when a recognized Custodian Lead Person is absent from his/her work location he/she shall designate a responsible person at that work site, based on seniority, to fill his/her place for the remainder of that shift.

10.2 WORK OUT OF CLASS

- A. An employee may be required to perform duties not a part of his/her classification provided that his/her salary is adjusted upward for the entire period of required out of class work, as provided below.
- B. Unit members assigned to work out of classification shall be compensated at a step on the higher range that is a minimum of five percent (5%) of the employee’s current salary schedule base pay. Any additional compensation shall be added on after the out of class rate has been calculated.

10.3 MANAGEMENT STIPEND

An annual 2.5% stipend will be awarded for one unit member in the following departments: Child Nutrition, Maintenance/Grounds and Transportation. Fiscal Operations may award the stipend if needed. At the beginning of the fiscal year each Classified Manager will select an employee from the group with the highest pay range in the department. All employees in the department group will have an opportunity to express interest in the stipend and the manager will make the final selection. On an annual basis consideration will be given to others in the designated group, but rotation is not required. The employee receiving the stipend will be expected to perform additional responsibilities on an ongoing basis to build capacity and learn the skills of a Classified Manager as well as serve in the absence of the Classified Manager.

10.4 BILINGUAL STIPEND

An annual stipend of one thousand dollars (\$1000) may be awarded for one unit member at each school site and department to facilitate communications between staff and non-English speaking parents/guardians. Duties may include, but are not limited to, interpretation and

translation in matters related to student registration, student records, attendance, discipline, conferences and meetings. Such duties may be performed during and after duty hours. Eligible unit members, as determined by competency test administered by the District, may apply for the stipend. Selection among eligible unit members shall be made by the school principal or designee.

10.5 HEALTH CARE STIPEND

An annual 2.5% stipend will be awarded to a unit member who provides specialized healthcare services to students such as: oral suctioning, catheterization, gastrostomy tube feeding, and tracheotomy care under the training and supervision of a school nurse. The employee receiving this stipend must have evidence of current CPR certification in order to qualify for this stipend.

10.6 PARAPROFESSIONAL STIPEND - REGIONAL PROGRAM

An annual 2.5% stipend will be awarded to a unit member(s) assigned to work in regional program classrooms upon attainment of Non-Violent Crisis Intervention and CPR/First Aid certification. To maintain receipt of the stipend award it is the employee's responsibility to keep these certifications current. If an employee is assigned to a regional program class for a portion of their shift the stipend will be prorated accordingly. Employees serving in these positions are expected to participate in weekly meetings and trainings, not to exceed 4 hours in a month, to collaborate with staff and build capacity to serve the students in these programs. This sub article is not retroactive but begins upon ratification of the contract and attainment of the required certifications within 4 months of beginning an assignment in a regional program.

~~10.7 FLOATING HOLIDAY~~

~~Article 10.7 sunsets on June 30, 2019, and will be removed from future Contracts.~~

~~All unit members receive one floating holiday, proportional to their full time equivalent, at the beginning of the 2018-19 work calendar year in addition to vacation and sick leave and the District's regular holidays. The floating holiday allows employees to have additional paid leave to cover absences for personal reasons, such as religious observances or parent teacher conferences, or to supplement vacation, sick and holiday leave.~~

~~Floating holidays are available at the beginning of the 2018-19 work calendar year. Any employee hired after January 1, 2019, does not receive a floating holiday.~~

~~Floating holidays may be used to cover full or partial day absences but not used in less than a one hour increment. They must be taken in the calendar year in which given. Under no circumstances will the day be carried over to the next calendar year, nor may they be cashed out if not taken or paid upon termination of employment.~~

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~~floating holiday must be scheduled and approved in advance by the employee's immediate supervisor, per Article 15.2 (E). The primary basis for approval or denial of the floating holiday request by the immediate supervisor will be to minimize the negative impact on student services.~~

10.7 Asbestos Responsibility Stipend

An annual 2.5% stipend may be awarded to up to three (3) unit members in the Maintenance Department that work with the building materials that are most likely to still contain asbestos. Staff in these classification groups will express interest in the stipend, between August 1 and 30 annually, and the District shall choose the most qualified candidate(s) based on the District's need. Unit members receiving this stipend will perform small short duration asbestos repairs as needed under the direct supervision of a qualified supervisor.

Those chosen to receive this stipend are required to submit to initial medical exams, a respiratory fitness assessment for respirator use, and possible future medical exams while performing work in the asbestos program.

Unit members must obtain asbestos abatement certification by attending an Asbestos Worker Initial Training to be eligible to receive the stipend. To maintain eligibility for receipt of the stipend a yearly refresher course is required to be completed in order to maintain their certificate. These trainings shall be paid for by Vacaville Unified School District or the employee may submit for professional growth credit as outlined in Article 9.1 (B) of the Collective Bargaining Agreement.

10.8 FOSTER STUDENT SUPPORT STIPEND

An annual stipend ~~will~~ may be awarded to one unit member at each school site as follows:

Stipend Amount	Number of Qualifying McKinney Vento/Foster Students
\$250	≤5
\$500	6-10
\$1000	11-20
\$1500	21-30
\$2000	31-40

Unit members selected to receive the stipend will act as the point of contact with McKinney-Vento/foster students/families to provide information and connect with resources that support these students' social emotional well-being and academic success. Duties may include, but are not limited to: daily attendance checks, communication student, parent(s)/guardian(s), teacher(s), administrator(s), etc., and grade checks at grade reporting periods. Periodic training will be provided to unit members serving in this role. All classified employees at the school site will have the opportunity to express interest in the stipend and the site administrator will make the final selection.

Stipend amounts will be determined at the start of each school year based on the number of McKinney-Vento/foster students at the school site on the last instructional day of the previous school year and unit members may begin receiving the stipend in August. If the number of McKinney-Vento/foster students, assessed on January 31st of each school year, exceeds the number of students upon which the stipend was determined at the start of the school year then the stipend amount will be adjusted to a higher amount for the remaining 5 months, February through June, of the school year (adjustment will not be retroactive to the start of the school year).

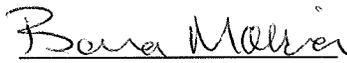
No unit member receiving this stipend will have the stipend award reduced as a result of a decrease in the number of McKinney-Vento/foster students. With approval by the administrator and mutual agreement by the unit members a stipend may be split at a school site by more than one unit member, based on the table above, but shall not exceed the total stipend amount provided to the school site.



Chris Hulett
Assistant Superintendent
Of Human Resources

4/28/22

Date



Barbra Molica
SEIU Local 1021 President

4-28-22

Date



Casey Thompson
Field Representative, SEIU
Local 1021

4/28/22

Date

Tentative Agreement #7
ARTICLE 13 – UNIFORMS
SEIU Local 1021 and the Vacaville Unified School District

April 28, 2022

ARTICLE 13 – UNIFORMS

13.1 UNIFORM ALLOWANCE

The District will annually provide uniforms and/or allowances as specified for the following classifications. Employees may purchase, at their own expense, uniform pants of the same style, color and material required to be worn while the employee is on duty. Special circumstances for reimbursement will be considered on a case-by-case basis.

Child Nutrition: Three (3) aprons; the employee given the choice of cobbler or bib styles or a combination thereof.

Custodian: Members of the Custodial staff will receive five (5) T-shirts and up to a ~~\$120.00~~ **\$150.00** allowance for long pants (work pants/denims) plus 2 (two) additional "T" shirts tan in color will be provided- as optional summer uniform shirt. Custodial colors are navy blue during the school year- tan or navy for summer, displaying a VUSD logo in contrasting color.

Maintenance: Members of the Maintenance staff will receive five (5) T-shirts and up to a ~~\$120.00~~ **\$150.00** allowance for long pants (work pants/denims). Maintenance staff may select long or short sleeve. NOTE: Long sleeve will not have pockets.

Maintenance T- shirt colors are tan or navy blue displaying a VUSD logo in contrasting color. Maintenance staff shall be provided 5 button-up shirts in any combination of long and /or short sleeve that will be replaced as they are turned in for replacement, but shall not exceed five new shirts per year.

Members of Maintenance Department shall be allowed a yearly reimbursable allowance of up to ~~\$135.00~~ **\$225.00** for the purchase of ASTM F2413 Class 50 or better footwear. Maintenance staff who use this reimbursement shall wear the ASTM footwear purchased while on duty.

Transportation: **Members of the Transportation staff will receive five (5) shirts and up to ~~\$120.00~~ \$150.00 allowance for black, white or tan pants.**

Technology: **Members of the Technology staff will receive five (5) T-shirts and up to a ~~\$120.00~~ \$150.00 allowance for long pants. (Work pants/denims)**

Warehouse: **Members of the Warehouse staff will receive five (5) T-shirts.**

Members of the Warehouse Department shall be allowed a yearly reimbursable allowance of up to ~~\$135.00~~ **\$225.00** for the purchase of ASTM F2413 Class 50 or better footwear. Warehouse staff who use this reimbursement shall wear the ASTM footwear purchased while on duty.

Employees working more than one classification will only receive one set of shirts (of their choice) and only one footwear reimbursement per year if applicable to their classification.

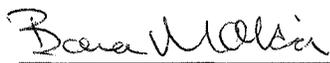
The following departments will be allowed to wear shorts: Child Nutrition, Custodial, Transportation and Warehouse. The purchase will be an employee expense and responsibility.



Chris Hulett
Assistant Superintendent
Of Human Resources

4/28/22

Date



Barbra Molica
SEIU Local 1021 President

4-28-22

Date



Casey Thompson
Field Representative, SEIU
Local 1021

4/28/22

Date



Tentative Agreement #8
ARTICLE 3 – UNION RIGHTS
SEIU Local 1021 and the Vacaville Unified School District

April 28, 2022

ARTICLE 3 – UNION RIGHTS

3.4 UNION STEWARDS

The Union shall ~~designate one (1) steward for each general grouping of classifications (custodian, maintenance, clerical, paraprofessional/instructional assistants, child nutrition and transportation).~~ **notify the District of active stewards.**

A. Stewards shall be granted reasonable time off to promptly and expeditiously investigate and process grievances and complaints.

B. A list of said **active** stewards shall be submitted **annually, by August 30**, to the District’s **Human Resources Administrator** ~~on the last work day of each month.~~ **Changes in steward status during the school year shall be reported by the Union to the Human Resources Administrator as soon as practicable.**

C. Stewards shall **collectively** be granted **up to & 76** hours of release time for stewards’ training annually.

D. Stewards shall **provide their immediate supervisor no less than two weeks’ notice of an upcoming steward training when it is scheduled during their workday.**

Chris Hulett

Chris Hulett
Assistant Superintendent
Of Human Resources
Apr 28, 2022

Date

Barbra Molica

Barbra Molica
SEIU Local 1021 President
May 2, 2022

Date

Casey Thompson

Casey Thompson
Field Representative, SEIU
Local 1021
May 2, 2022

Date

Tentative Agreement #9
ARTICLE 14 – HOLIDAYS
SEIU Local 1021 and the Vacaville Unified School District

May 19, 2022

This tentative agreement for Article 14 – Holidays shall commence with the 22/23 school year.

ARTICLE 14 – HOLIDAYS

- 14.1 The District shall recognize ~~fifteen (15)~~ **sixteen (16)** paid holidays for all unit members in paid status for twelve (12) months.
- 14.2 Other than twelve (12) month members shall be credited with fourteen (14) holidays which fall within their time in paid status with the District subject to Article 14, Section 1 below.
- 14.3 The holidays for unit members shall be:

Independence Day (12 month members, summer school/ESY employees)
Labor Day
Veterans' Day
Thanksgiving Recess (3 days)
Winter Break (3 days)
New Year's Day Observance
Winter Recess (1 day)
Martin Luther King Jr. Day
Lincoln's Birthday Observance
Washington's Birthday Observance
Memorial Day Observance
Juneteenth (12 month members, summer school/ESY employees)


Chris Hulett
Assistant Superintendent
Of Human Resources
5/19/22
Date


Barbra Molica
SEIU Local 1021 President
5-19-22
Date


Casey Thompson
Field Representative, SEIU
Local 1021
5/19/22
Date

Tentative Agreement #10
ARTICLE 4 – EVALUATIONS
SEIU Local 1021 and the Vacaville Unified School District

May 19, 2022

ARTICLE 4 – EVALUATIONS

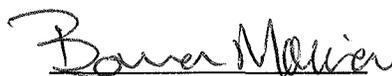
4.2 PROBATION PERIOD

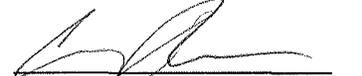
- A. The initial probation period for new employees shall not exceed ~~twelve (12)~~ **six (6) months or one hundred thirty (130) days, whichever is longer.**
- B. For promotion/change in classification see Article 6.

4.3 EVALUATIONS

- A. Probationary Members/New Members
 - 1. Probationary members may be terminated per Education Code language.
 - 2. An initial evaluation shall be completed, **at the supervisor's/District's discretion**, between the ~~fourth (4)~~ **second (2) month** and ~~sixth (6)~~ **fourth (4) month**. Evaluations prior to the fourth month will be at the ~~supervisor's/District's discretion~~. The need for an additional evaluation and/or training will be discussed at that time.
 - 3. Prior to the end of the ~~twelfth (12) month~~ **probation period outlined in 4.2.A.**, a final evaluation will be completed.


Chris Hulett
Assistant Superintendent
Of Human Resources
5/19/22
Date


Barbra Molica
SEIU Local 1021 President
5-19-22
Date


Casey Thompson
Field Representative, SEIU
Local 1021
5/19/22
Date



Tentative Agreement #11
ARTICLE 11.2 – SHIFT DIFFERENTIAL
SEIU Local 1021 and the Vacaville Unified School District

May 19, 2022

ARTICLE 11.2 – SHIFT DIFFERENTIAL

11.2 SHIFT DIFFERENTIAL

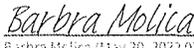
Unit members working a recognized second shift within their job categories shall receive an additional ~~fifty (50) cents~~ **sixty-five (65) cents** per hour shift differential.

Chris Hulett
Chris Hulett
Assistant Superintendent
Of Human Resources
May 19, 2022
Date

Barbra Molica
Barbra Molica
SEIU Local 1021 President
May 20, 2022
Date

Casey Thompson
Casey Thompson
Field Representative, SEIU
Local 1021
May 20, 2022
Date

Signature: 
Email: chrish@vusd.solanocoe.k12.ca.us

Signature: 
Email: bhamilton@vusd.solanocoe.k12.ca.us

Signature: 
Email: casey.thompson@seiu1021.org

Tentative Agreement #12
ARTICLE 8.5 – SHIFT DIFFERENTIAL
SEIU Local 1021 and the Vacaville Unified School District

July 13, 2022

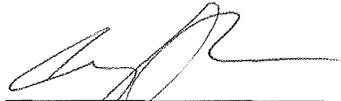
ARTICLE 8.5 – SHIFT DIFFERENTIAL

8.5 SHIFT DIFFERENTIAL

- A. Unit members in all classifications, except transportation, shall receive an additional ~~50~~ **sixty-five (65) cents** per hour of shift differential for all regularly assigned work hours after 6:00 p.m. or before 7:00 a.m. The differential rate will be prorated for time worked less than one hour.


Chris Hulett
Assistant Superintendent
Of Human Resources
7/13/22
Date


Barbra Molica
SEIU Local 1021 President
7-13-22
Date


Casey Thompson
Field Representative, SEIU
Local 1021
7/13/22
Date

Tentative Agreement #13

ARTICLE 23 – DISCIPLINE

SEIU Local 1021 and the Vacaville Unified School District

July 13, 2022

ARTICLE – 23 DISCIPLINE

ARTICLE 23 – DISCIPLINE

23.1 The District retains the right to take appropriate action to discipline a classified employee. Classified employees shall be disciplined only for cause in accordance with due process and the principles of progressive discipline.

23.1.1 The District shall not be required to strictly implement each or every step of progressive discipline in every instance and may skip or repeat progressive discipline steps depending upon the seriousness or willfulness of the misconduct, and/or aggravating or mitigating considerations, as determined by the District.

23.1.2 This Article shall not apply to probationary classified employees who have been employed less than ~~twelve (12)~~ **six (6)** months.

23.2 The District shall notify the Association of any disciplinary action taken subsequent to an Informal Written Warning. Otherwise, all information and/or proceedings regarding any disciplinary action shall be deemed confidential by the District except as otherwise required by law.

23.2.1 The stages of the progressive discipline process are:

23.2.1.1 Informal Oral Warning: A classified employee will usually be orally informed or reminded of the consequences of his/her conduct prior to issuing any corrective direction in writing.

23.2.1.2 Formal Written Warning: In the event of significant misconduct, a written warning notice may be issued to the classified employee. If a written warning is issued, documentation will be provided to the classified employee within ten (10) days of the supervisor gaining knowledge of the event.

23.2.1.3 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 within ten (10) days of the supervisor gaining knowledge of the event and a copy placed in the classified employee's personnel file ten (10) workdays thereafter.

~~23.2.1.4~~ A classified employee may attach his/her own statement to any documentation placed in his/her personnel file.

23.2.1.54 Suspension Without Pay: A classified employee may be suspended without pay as a result of willful, serious or persistent misconduct. A suspension without pay shall not exceed five (5) workdays and shall not reduce or deprive the classified employee of seniority rights or fringe benefits.

23.2.2 Prior to implementing any suspension without pay pursuant to Article 23.2.1.5 above, **demotion or termination**, the Superintendent or designee shall give notice to the classified employee no less than ten (10) days prior to the imposition of **such discipline suspension**. ~~Such~~ **The** notice shall include:

23.2.2.1 A copy of this article.

23.2.2.2 The proposed disciplinary action.

23.2.2.3 A specific statement of the act(s) or infractions(s) upon which the disciplinary action is based.

23.2.2.4 Where applicable, a statement of the rules, regulations or statutes which the classified employee is to have violated.

23.2.2.5 An opportunity for the classified employee to meet with the Superintendent or designee to respond to the notice and explain why he/she should not be suspended without pay, **demotion or termination**. The notice shall be in writing and be served on the classified employee in person or by United States registered mail addressed to the classified employee at his/her address as recorded with the District.

23.2.2.6 Any classified employee is entitled to be represented by the Association at any state of disciplinary action.

23.2.2.7 Along with the notice the District will provide copies of documents referred to in the charges as evidence in support of the proposed disciplinary action. Should the Employer discover additional evidence after the issuance of charges, the Employer may issue an amended statement of charges. The employee shall be afforded the opportunity to meet with the Superintendent or designee to respond to any amended charges prior to an appeal hearing.

23.3 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to evaluate classified employees in accordance with Article 4, Evaluations.

23.4 Nothing in this Article shall be construed as precluding or otherwise limiting in any way whatsoever the District's right to suspend or dismiss a classified employee in accordance with the California Education Code.

23.5 The District and the Union will continue to meet and confer on any step of this article with the exception of Article 23.2.1.1, Informal Oral Warning.

23.6 The District and the Union may request an extension of any timeline within this article. Such requests may be made by the Assistant Superintendent of Human Resources or designee and the Union President or designee.

23.7 Appeals Process

After meeting with the employee or considering the employee's written response, if the Skelly officer determines that the recommended discipline should proceed, the Superintendent or designee shall send the employee a notice of the recommended disciplinary action, a statement of charges, and the results of the Skelly hearing. The notice shall include a statement advising the employee of the right to request a Board hearing on the matter. Such request must be made by the employee within five (5) calendar days of notice.

If a timely request is submitted, a hearing shall be conducted by the Board.

The hearing shall be held at the earliest convenient date, taking into consideration the established schedule of the Board and the availability of legal counsel, and union counsel. The employee shall be notified of the time and place of the hearing.

Following the hearing or, if the employee has not requested a hearing, after reviewing the Superintendent or designee's recommendation for disciplinary action, the Board shall affirm, modify, or reject the recommended disciplinary action. The decision of the Board shall be in writing and shall contain findings of fact and the disciplinary action approved, if any. The decision of the Board shall be final.

Within 10 working days of the Board's final decision, a copy of the decision shall be delivered to the employee and/or designated representative personally or by registered mail.

In lieu of holding a Board hearing on the sufficiency of the causes for disciplinary action, the Board may delegate its authority to an impartial third-party hearing officer. When the matter is heard by a third-party hearing officer, the Board retains the authority to review the determination and to adopt or reject the recommended decision.

If the matter involves an allegation of egregious misconduct as defined in Education Code 44932 and involves a minor, the matter shall be referred to an administrative law judge to determine whether sufficient cause exists for disciplinary action against the employee. In such cases, the ruling of the administrative law judge shall be binding on the district and the employee. (Education Code 45113)



Chris Hulett
Assistant Superintendent
Of Human Resources

7/13/22
Date



Barbra Molica
SEIU Local 1021 President

7-13-22
Date



Casey Thompson
Field Representative, SEIU
Local 1021

7/13/22
Date

Tentative Agreement #14
ARTICLE 11.1 – CLASSIFIED SALARY SCHEDULE
SEIU Local 1021 and the Vacaville Unified School District

July 13, 2022

ARTICLE – 11.1 CLASSIFIED SALARY SCHEDULE

11.1 CLASSIFIED SALARY SCHEDULE

A. The District and the Union agree that should the District grant an across the board salary increase in pay to any bargaining unit, the District will grant the same percentage bonus/increase in pay to classified employees covered by the contract, ~~based on the exact language agreed to by the other bargaining unit(s) and the District.~~ **One-time off schedule compensation granted to any other bargaining unit shall be granted proportionally based on the cost of a 1% salary schedule increase for classified employees.**

B. At the beginning of the 11, 16, 21, 26, 29, 31, and 33 years of service, unit members shall receive three percent (3%) per year longevity increment.

C. Step increases will be given to unit members on the first of the month of the unit members' anniversary date of employment. Eligibility for step increases requires completion of seventy five percent (75%) of the work year. Promotion increases shall reflect a rate increase of not less than two and one-half (2.5%) for placement on the salary schedule, not to exceed a step 6 at the new salary range. A promotion is considered an increase in pay range on the salary schedule.


Chris Hulett
Assistant Superintendent
Of Human Resources
7/13/22
Date


Barbra Molica
SEIU Local 1021 President
7-13-22
Date


Casey Thompson
Field Representative, SEIU
Local 1021
7/13/22
Date