

## UNION COUNTERPROPOSAL

August 20, 2024

### 3.11 SEIU/District Monthly Joint Labor Management Committee (NEW LANGUAGE)

A joint committee comprised of SEIU members and District management representatives shall be established to meet quarterly during work hours to discuss and resolve workplace issues. The committee shall be comprised of Human Resources and the Deputy Superintendent and up to six SEIU members. Upon request, the Superintendent shall be invited to attend quarterly. The Superintendent shall meet with the Committee at least twice a year. SEIU members shall be released to attend the quarterly meeting either in-person or over Zoom. The SEIU member representatives shall be granted one hour of caucus time before the meeting. When it is mutually agreed upon in advance, a subject matter expert may attend. If there are no issues to discuss, then the meeting shall be cancelled.

## ARTICLE 4 - WAGES

### 4.1 Salary

The Employer and Union agree to the following changes to the 2021-22 Salary Schedule:

- Effective July 1, 2022, a 3.25% on schedule increase plus a ½% one-time off schedule payment.

The Employer and the Union agree to return to the bargaining table to negotiate, by no later than August 31, 2022, additional compensation if the adopted 2022-23 State Budget provides a material unanticipated increase in the LCFF funding, excluding funding for Differentiated Assistance, available to NCOE.

The Employer and Union agree to the following changes to the 2022-23 Salary Schedule:

- Effective October 1, 2022, a 0.75% on schedule increase.
- Effective July 1, 2023, a 2.25% on schedule increase.

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final step of his/her salary range. This advancement occurs on the anniversary of his/her initial hiring date with the Napa County Office of Education unless the advancement date is modified by a change in range as defined in Article 4.8 below. If the employee is hired between the first and fifteenth of a month, their anniversary step date is the first of that month. If their hire date is between the sixteenth and thirty-first of the month, their anniversary step date takes effect the first of the following month date as defined in Article 4.6 above.

4.8 **Change of Range**

Effective 7/1/13, a Classified employee who is promoted may move from one range to another on the Classified salary schedule. The employee shall be placed on the step that is at least 5% higher than the employee's range/step immediately prior to the promotion. If the employee's change of range date is between the first and fifteenth of a month, their new step increment date is the first of that month. If the employee's change of range date is between the sixteenth and thirty-first of the month, their new step increment date takes effect the first of the following month.

**ARTICLE 10 - LEAVES**

**10.87 Sick Leave (Note: Moved Location)**

Each Classified unit member employed five (5) days a week shall be entitled to twelve (12) days per year sick leave. If employed for less than full-time, the leave will be prorated on the basis of the number of hours per day and days per week employed.

A person initially employed is immediately eligible for the sick leave which he/she would accumulate in a period of six (6) months, but is not entitled to more than that until after having completed six (6) months in paid status. Upon termination, the unit member shall reimburse the Employer for the excess of the sick leave advanced in excess of that to which the unit member was entitled.

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Failure to provide adequate notice may be grounds for disciplinary action.

**10.78 Personal Necessity (Moved location)**

Up to ~~No earned leave in excess of~~ seven (7) days of sick leave may be used in any school year for the purpose enumerated in this section. **Use of hourly or partial-days of personal necessity shall be permitted.**

Any days of absence for illness or injury earned pursuant to Education Code Section 45207 may be used by the unit member, at his/her election, in cases of personal necessity, including any of the following:

- 10.8.1.1 Critical illness or death of a member of his/her immediate family, when additional leave is required beyond that provided in this contract.
- 10.8.1.2 Accident, involving his/her person or property, or the person or property of a member of his/her immediate family.
- 10.8.1.3 Appearance in any court or before any administrative tribunal as a litigant.
- 10.8.1.4 Such other reasons which may be approved by the Employer.

**ARTICLE 22 – TERM AND COMPLETION OF AGREEMENT**

22.1 This agreement shall constitute a new agreement that shall commence on July 1, 2022 through June 30, 2025. ~~This agreement completes all negotiations for the 2022-23 fiscal year, unless the contingency clause in Article 4 is triggered.~~

~~Reopeners for fiscal year 2023-24 shall include up to two non-monetary language articles.~~

~~Reopeners for fiscal year 2024-25 shall include salary and up to two non-monetary language articles.~~