

**Counterproposal from
Service Employees International Union Local 1021 and
to
Napa County Office of Education**

Article 3 – Employee Provisions

3.1 The Employer shall not interfere with, intimidate, restrain, coerce or discriminate against any unit member because of his/her exercised rights to engage in Local 1021 activities.

3.2 The Union President/designee shall have access to schools and facilities, informing site administrators where necessary, to meet with unit members at reasonable times during the workday.

3.3 The Union shall have the right to hold meetings in a County school or facility upon request to the administration in charge of the building.

3.4 The Employer agrees to the use by the Union of the mail system and/or mailboxes in and among the school buildings.

3.5 The Union shall have reasonable access to adequate bulletin board space for the purpose of posting notices and bulletins.

3.6 Up to five unit members may be designated as the classified bargaining team.

3.6.1 The Employer agrees to provide periods of paid release time to negotiating committee members for the purpose of prior scheduled meetings and negotiations.

3.7 Stewards

The Union shall designate six (6) stewards who shall be granted release time subject to reasonable regulations by the County Office for attending grievance conferences or hearings. Release time shall be granted for investigation of grievances. A list of stewards shall be submitted to the Human Resources Office. No more than one steward shall be granted release time for a single grievance.

3.8 Weingarten Rule: Right to Union Representative

When a County employee is subjected to an investigation interview, and the employee reasonably believes that the interview could lead to disciplinary action, the employee is entitled to a union representative. Employee is entitled to representation at all stages of disciplinary proceedings and the Employer shall so advise the employee

3.9 Employee Information

3.9.1 The Employer shall provide the Union with the first name, last name, job title, department, date of hire, work location, work telephone number, home address, city, state, ZIP code, home telephone number, personal cellular telephone number, and personal email address of any newly hired employee within thirty (30) days of date of hire via a mutually agreeable secure method. Such information shall be contained in a spreadsheet document with each field in its own column. A “newly hired employee” means any probationary/regular classified employee hired by the Employer and

whose employment has been ratified by the County Superintendent, including those who are or have been previously employed by the Employer and whose new position places them in the bargaining unit represented by the Union.

3.9.2 The Employer shall provide the Union with the first name, last name, job title, department, date of hire, work location, work telephone number, home address, city, state, ZIP code, home telephone number, personal cellular telephone number, and personal email address of all current bargaining unit members via a mutually agreeable secure method. Such information shall be contained in a spreadsheet document with each field in its own column. This information shall be provided on or before January 30, May 30 and September 30 each year.

3.10 New Employee Orientation

3.10.1 "New Employee Orientation" means the onboarding process for newly hired 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.

3.10.2 The Employer shall schedule a New Employee Orientation for a minimum of thirty (30) minutes and a maximum of sixty (60) minutes each month for up to two (2) Union representatives, not including SEIU 1021 staff, either in person or via online platform as mutually agreed by the Parties. The Union representative(s) shall be provided release time by the Employer to conduct the orientation. New Employee Orientations shall be scheduled concurrently with the Employer's onboarding orientation.

3.10.3 The Employer shall provide the Union with a list of employees to attend each orientation no less than ten (10) in advance except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the Employer's operations that was not reasonably foreseeable.

~~2.8.3.4 Attendance at New Employee Orientations shall be mandatory for newly hired employees. Newly hired employees shall be paid for the additional time if the New Employee Orientation falls outside their regular work schedule.~~

For Service Employees International
Union (SEIU) Local 1021

Napa County Office of Education

Angelle Rinehan
Jamecia Riddle
Gofie Sanchez
[Signature]

[Signature]
[Signature]

3/30/2022

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.

- Effective July 1, 2023, a 2.25% on schedule increase.
- **Parties agree to reopen negotiations for salary for the 2024-25 fiscal year.**

For Service Employees International
Union (SEIU) Local 1021

Napa County Office of Education

Angela Linhan
James Riddick
5/5/22

[Signature]
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5/5/22

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Article 6 – Dues Deductions

6.1 Fair Share Provision

All members of the bargaining unit represented by the Union shall, as a condition of employment, be required to either become and remain members of the Union or they shall pay a fair share fee for representation, in accordance with all applicable laws. If one is a member of a bonafide religious group having conscientious objections to payment of fees to a labor organization, one may pay the equivalent amount to the Napa County Office of Education Superintendent's Educational Foundation Fund. This organizational security agreement shall become effective November 30, 1989.

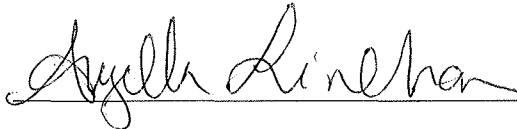
6.21 The Napa County Office of Education will honor payroll dues deductions for the term of this agreement without new authorizations. If any employee violates this provision, the Union will attempt to obtain compliance with the provision before the County Office will enforce the provision. **The Employer shall remit applicable dues payments from employees upon receipt of written authorization from the Union.**

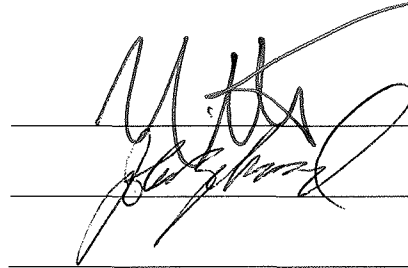
6.32 Dues Deductions for Union's Political Action Committee

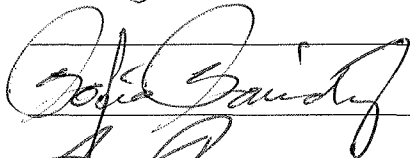
The County Office of Education will agree to the establishment of a voluntary payroll deduction program for employee contributions of at least \$1.00 per month to the Union's Political Action Committee (Committee on Political Education).

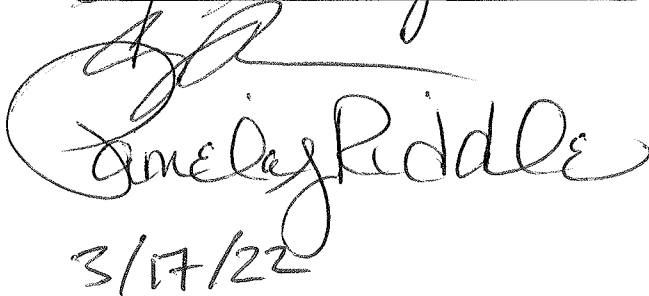
For Service Employees International
Union (SEIU) Local 1021

Napa County Office of Education








3/17/22

10.8.4 **Substitute Calling**

An employee who is assigned to a class and knows they are ill and unable to come to work are-is required to enter the absence into the absence management system, to contact the substitute caller, and make direct contact with their supervisor, at least two (2) hours prior to the start of their workday to permit the Employer time to secure a substitute,; except that in emergencies if an employee cannot enter the absence two (2) hours in advance the employee shall call in enter the absence, as soon as possible call the sub caller, and make direct contact with their supervisor as soon as possible.;

Employees not assigned to a classroom shall contact their immediate supervisor to report their absence within the first hour of the workday. In addition, the employee is required to enter the absence into the absence management system.

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

For Service Employees International
Union (SEIU) Local 1021

Napa County Office of Education

Angela Linahan
Temple Redd
Cassidy Sanchez
Chh

M. H.
Blair Johnson

3/17/22

ARTICLE 16 - EVALUATION

16.1 All regular Classified unit members shall be evaluated by their Administrative Supervisor(s) in accordance with the following schedule:

16.1.1 **Probationary**

For unit members hired on or after March 1, 2011, probationary unit members shall receive a formal written performance rating effective at the end of the third and ~~eight~~fifth month of service. ~~Unit members may receive an additional formal written performance rating at the end of their sixth month of service at the discretion of their supervisor. The probationary period for unit members shall be nine~~six (96) months.

For Service Employees International
Union (SEIU) Local 1021

Napa County Office of Education

Angela Linehan
Donna Piddle
Susan Sandoz
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3/17/22

ARTICLE 20

SENIORITY/LAYOFF AND RE-EMPLOYMENT

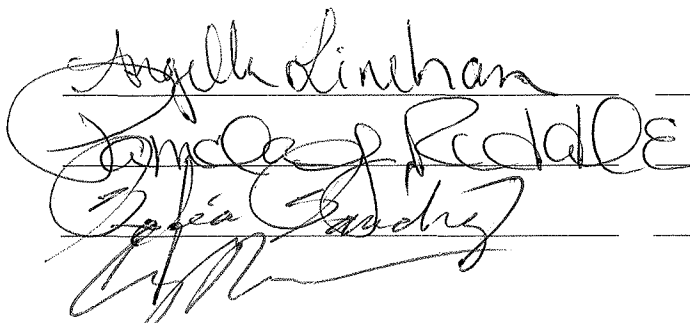
E. Except for when classified positions must be eliminated as a result of the expiration of a specially funded program, in the event or necessity of layoff for the ensuing fiscal year, written notice of layoff shall be delivered to the affected unit employee in person or sent by certified mail by the Superintendent or designee no less than sixty (60) calendar days prior to the effective date of layoff by March 15, informing the employee of displacement rights, if any, and reemployment rights. Any layoff notice shall specify the reason for layoff. (Ratified 4/10/18)

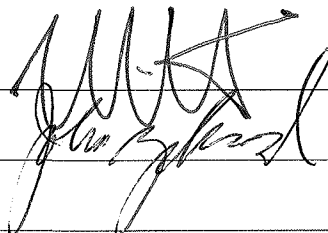
When classified positions must be eliminated as a result of the expiration of a specially funded program, the employees to be laid off shall be given written notice not less than 60 days prior to the effective date of their layoff informing them of their layoff date and their displacement rights, if any, and reemployment rights.

F. Vacation Pay upon Termination: An employee receiving a 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 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. (Ratified 4/10/19)

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Napa County Office of Education





3/17/22

ARTICLE 212 – DISCIPLINE PROCEDURE

212.1 Just Cause

For Just Cause Discipline: Any bargaining unit member designated as a permanent bargaining unit member shall be subject to disciplinary action for just cause, including reprimand, suspension, demotion, and dismissal. Grounds for suspension, demotion or termination shall include those as set forth below in this Article and those set forth in Administrative Regulation 4218. Probationary bargaining unit members are not entitled to the due process provisions of this Article.

212.2 Cause For Suspension Or Termination

Cause For Discipline Shall Include:

- a) Incompetency or inefficiency;
- b) Excessive absence and/or repeated tardiness without authority or sufficient reason;
- c) Insobriety or unauthorized use or possession of alcohol or narcotics during duty hours;
- d) Insubordination;
- e) Dishonesty;
- f) Conviction of a felony, any crime involving moral turpitude, or any crime bringing discredit upon the Employer;
- g) Immoral or unprofessional conduct;
- h) Evident unfitness for service;
- i) Physical or mental condition unfitting for service;
- j) Persistent violation of or refusal to obey the school laws of the state or rules and regulations of the Employer;
- k) Discourteous treatment of the public, pupils, or employees of the Employer;
- l) Neglect of duty;
- m) Intentional misrepresentation or concealment of any fact in connection with obtaining employment;
- n) Willful damage to public property, excessive waste of public supplies or equipment, or excessive carelessness with Employer property or funds;
- o) Failure to possess or keep in effect any license, certificate or other similar requirement specified in the law or the employee's class specification or otherwise necessary for the employee to perform the duties of the position.

212.3 Procedure For Suspension, Demotion or Termination:

212.3.1 Preliminary Written Notice

212.3.1.1 A permanent bargaining unit member shall receive a preliminary written notice of any proposed suspension without pay, demotion or termination. The written notice must contain a specific statement of charges or grounds upon which the proposed disciplinary

action is based and the date the disciplinary action will be effective. . This notice will contain specific information to place the employee on notice of the conduct or omissions leading to discipline, the timeframe the conduct occurred, how the conduct constitutes the grounds the employee is charged with that lead to the recommendation for dismissal, such that the employee can respond to the charges at the preliminary hearing meaningfully and rebut or explain the employee's perspective.

21.3.1.2 In the event after serving the preliminary notice of suspension without pay, demotion or termination, NCOE learns of facts which are contrary to those in the initial written notice, or new grounds for disciplinary action, NCOE shall amend the preliminary or final notice of discipline, and a new preliminary meeting notice shall be issued for the employee to respond to, re-starting all timelines for the dismissal process.

~~22.3.1.2 Any known written materials, reports or documentation upon which the disciplinary action is based must be attached to the preliminary written notice. Should the Employer discover additional evidence after the issuance of charges, the Employer may rescind the original notice and issue an amended statement of charges in its place.~~

212.3.1.3 The bargaining unit member shall have the right to respond to the proposed statement of charges, either orally or in writing within a reasonable time, to be stated in the preliminary written notice, at a pre-deprivation hearing. The pre-deprivation hearing officer shall not have conducted the investigation or have made the initial recommendation for disciplinary action. The hearing officer shall consider the employee's response and recommend to the County Superintendent within fifteen (15) calendar days whether the proposed disciplinary action should be taken, modified, or not taken.

212.3.2 Notice Of Suspension Or Dismissal

212.3.2.1 A permanent bargaining unit member who is suspended without pay, demoted or terminated, shall be given final written notice of the specific charges by the Employer. The dismissal or suspension shall be effective the day the County Superintendent approves it plus the additional five calendar days set forth in section 22.3.2.2..

212.3.2.2 The notice shall contain a statement of his/her rights to a hearing on such charges. The time within which such hearing may be requested shall not be less than five (5) calendar days after service of the notice on the bargaining unit member, and said notice shall be accompanied by a paper, the signing and filing of which with the County Superintendent or his/her authorized representative shall constitute a demand for a hearing and a denial of all charges. Failure of the employee to file a request for hearing within the time specified shall constitute a waiver of the employee's right to a hearing and appeal. Such notice may be served in any way so as to provide the employee with actual notice of the charges, but, when notice is served via U.S. Mail, the employee shall have an additional five calendar days to request the hearing.

212.3.2.3 A notice of hearing shall be issued by the County Superintendent, specifying the date and time of the hearing. The notice shall provide that the parties must exchange evidence intended to be used in their direct case at hearing one full business day, minimally 24 hours in advance, of the scheduled hearing date. A copy of this evidence shall also be simultaneously sent to the County Superintendent. For efficiency at the hearing, the employee's evidence shall be marked "1" through [last exhibit number], and NCOE's evidence shall be marked "A" through last exhibit letter. Failure to exchange evidence may lead to barring the admission of the evidence by the County Superintendent at the hearing. **A hearing before the County Superintendent shall generally be held within thirty (30) days of the employee's submission of a request for a hearing, unless the County Superintendent determines good cause exists to extend this time frame. Good cause includes, but is not limited to, scheduling conflicts, complexity of the case, or unavailability of witnesses. The County Superintendent shall provide notice to the employee of the final disciplinary decision in writing within ten (10) working days of the date of the hearing.**

212.4 In lieu of a suspension or demotion, the Parties may mutually agree to a reduction in salary as a method of discipline. Such reduction in salary shall not be more than a one-step reduction on the salary schedule, and no more than a three (3) month period of time.

212.5 Administrative Leave

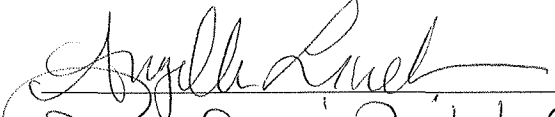

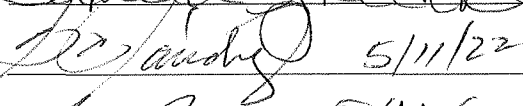

Any permanent bargaining unit member may be placed on administrative leave from duty with pay pending a determination of whether or not discipline will be recommended by the Employer.



212.6: Egregious Offences

The Superintendent of Schools shall delegate his or her authority to a judge, as defined in Section 44990, to determine whether sufficient cause exists for disciplinary action against a classified employee involving allegations of egregious misconduct, as defined in Section 44932, and involving a minor, as defined in Section 44990. The judge's ruling shall be binding upon all parties. A judge so authorized to conduct a hearing involving allegations as described in Section 44010 or 44011, or as described in Sections 11165.2 to 11165.6, inclusive, of the Penal Code, shall conduct that hearing in accordance with Article 3.3 (commencing with Section 44990) of Chapter 4 and Section 49077.

For Service Employees International
Union (SEIU) Local 1021

Napa County Office of Education

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.

22.2 The Union and the Employer agree to support this Agreement for its term. The Employer pledges that management will comply with the contract and Union pledges that unit members will comply with the contract.

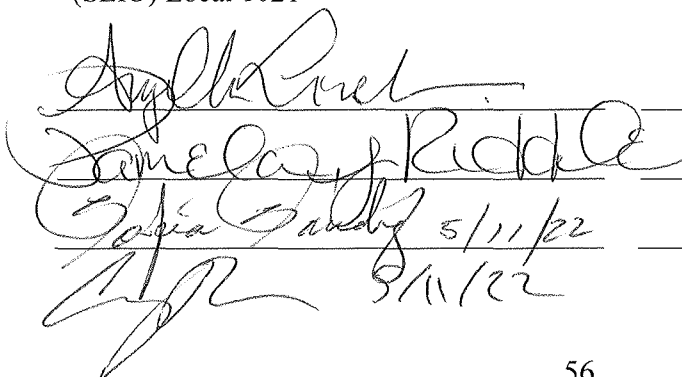
22.3 This document comprises the entire Agreement between the Employer and unit members on matters within the lawful scope of negotiations. The Employer shall have no further obligation to meet and negotiate, during the term of this Agreement, on any subject whether or not said subject is covered by this Agreement, even though such subject was not known or considered at the time of the negotiations leading to the execution of this Agreement.

22.4 **Equity Agreement**

The intent of the Employer is to treat various employee groups with equity in regard to possible salary, cost-of-living, and benefit increases. Should any such increase be agreed to with any other employee groups, the Employer intends to bargain collaboratively with the Union to reach an equitable agreement which addresses salary, cost-of-living adjustments and benefits for its unit members. Other employee groups are defined as NCFT and NAPS.

For Service Employees International Union
(SEIU) Local 1021

Napa County Office of Education



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