

## NEGOTIATIONS UPDATE

The updates and general information below will provide valuable and timely information about the status of contract negotiations between the Sutter County Superintendent of Schools Office (SCSOS) and the California School Employees Association (CSEA), Local Chapter 634, for the 2022/23 contract year.

### April 18, 2023

Article 8 – Reassignment, Transfer, and Promotions: CSEA accepted SCSOS' last counter-proposal and tentative agreement reached.

Article 10 – Salary and Expenses & Article 11 – Health Benefits: SCOSO initial proposal for 2022/23 as follows:

- 2% Off-schedule for members active as of ratification of the agreement.
- 6% increase to all salary schedules effective July 1, 2022 for members active as of the ratification of the agreement.
  - No retroactive payments shall be made for supplemental payrolls and supplemental rates shall take effect upon ratification of the agreement.
- No increase to benefit cap.

CSEA counter-proposal:

- 1% Off-schedule for members active as of ratification of the agreement.
- 8% increase to all salary schedules effective July 1, 2022 for members active as of the ratification of the agreement.
  - No retroactive payments shall be made for supplemental payrolls and supplemental rates shall take effect upon ratification of the agreement.
- No increase to benefit cap.

SCSOS accepted CSEA's counter-proposal and tentative agreement reached.

Article 12 – Holidays: SCSOS provided a proposal to add the Juneteenth holiday. CSEA accepted the proposal and tentative agreement reached.

Article 18 – Disciplinary Action Procedure: CSEA provided a counter-proposal with some language revisions and both parties engaged in discussions for understanding and then caucused to discuss individually. SCSOS returned from the caucus with another counter-proposal and CSEA asked to caucus to consider. After return from caucus, CSEA accepted SCSOS's proposal and tentative agreement was reached.

With all articles having reached a tentative agreement, negotiations for the 2022/23 year were concluded.

## **March 23, 2023**

Article 8 – Reassignment, Transfer, and Promotions: SCSOS' counter-proposal reverted CSEA's proposed 15% minimum back to a 5% minimum, eliminated the CSEA language to consider "Prior experience and training...", and proposed the following language as a replacement:

- Any salary increase above 5% shall be determined by taking into consideration the employee's experience and education applicable to the new position, and shall not exceed step three on the salary schedule absent approval by the Superintendent.

SCSOS accepted the language eliminated by CSEA in Section E.2. related to extending the probationary period, but also proposed that the probationary period be 6 months "or one hundred and twenty (120) days, whichever is longer".

CSEA felt this was still limiting to current employees compared to new employees and expressed the desire for consistency with Article 10. SCSOS indicated their intention was not to limit but rather an equitable solution.

CSEA provided a counter-proposal after a caucus revising their minimum placement from 15% to 7%, and struck the language "and shall not exceed step three on the salary schedule absent approval by the Superintendent". In addition, CSEA struck out the language in Section E.2. "or 120 days" because there were other articles that were not open that only contained the 6 month reference and we could address during the next year's full-book.

SCSOS provided a counter-proposal after another caucus that reverted the minimum back to 5% from CSEA's proposed 7%, struck out the prior language and replaced with the following:

- A unit member may be placed up to Step 5 on the salary schedule based on verifiable experience related to the new position. The Human Resources Director and CSEA President or designee will consider requests for placement above Step 3.

SCSOS accepted the language in Section E.2.

Article 4 – Association Rights: SCSOS' counter-proposal included revised language in this section rather than in the Definitions Section. SCSOS clarified that the intent was not to limit union activities but rather to provide broad clarity. After some additional conversation seeking understanding by both parties, SCSOS stated they would take the matter back to discuss during the next caucus.

Following the caucus, SCSOS stated they would be dropping the proposal and not be pursuing any revisions to this section and remain status quo.

Article 18 – Disciplinary Action Procedure: CSEA provided a proposal that presented a new framework/process to progressive discipline while keeping many of the existing components with the goal of consistency. Both parties reviewed together and SCSOS stated they would need more time to digest the information and review as a group.

## **March 17, 2023**

Article 8 – Reassignment, Transfer, and Promotions: CSEA’s proposal included changes to Section E. Promotion to change the minimum increased salary resulting from a promotion from 5% to 15%. Also added “Prior experience and training in the new classification shall be considered when determining the new step.”

Due to recent changes in law/Education Code related to classified employee probation term reduction from 9 months to 6 months, CSEA proposed to eliminate the language that permitted the employer to extend the probation up to an additional 3 months in Section E.2.

Article 4 – Association Rights: SCSOS proposed a definition of “Chapter Business” to be included in the Definitions Section. CSEA indicated it was opposed to having a definition that would limit its ability to conduct union business and was not within the SCSOS’s legal authority to do so. CSEA later provided a counter-proposal striking out all of SCSOS’s proposed language.