## TENTATIVE AGREEMENT

# YOLO COUNTY SUPERINTENDENT OF SCHOOLS AND AFSCME CLASSIFIED CHAPTER RE 2025-2026 REOPENER CONTRACT NEGOTIATIONS

June 12, 2025

The Parties agree to conclude 2025-2026 reopener contract negotiations as stated below.

# (1) Article 9 Pay and Allowances, and Article 11 Fringe Benefits.

For 2025-2026

YCOE will increase the 2024-2025 salary schedule by the 2025-2026 HeadStart COLA, if any. (Currently YCOE understands the HeadStart COLA is 0% but is still awaiting formal confirmation.)

A \$25 increase to the monthly employer contribution for health benefits (increase monthly from \$825 to \$850; annually from \$9,900 to \$10,200); AND

A one-time retention stipend of \$2,500 to all unit members actively employed anytime during the 2024-2025 school year that continue their employment with YCOE throughout the 2025-2026 school year. The stipend shall be paid in two payments, the first in November 2025 and the second in May 2026. Employees must be in active status when payments are issued; AND

A one-time "Cash In-lieu of Cesar Chavez Holiday Stipend" equal to the unit member's daily rate, paid at time and a half. Employees must be in active status when the payment is issued. This stipend shall be paid in November 2025; AND

A one-time "Full Enrollment Initiative Bonus" of \$200 in recognition of unit member efforts in assisting YCOE achieve its Full Enrollment Initiative goals for the 2024-2025 school year. Employees must have been in active status during the 2024-2025 school year, and continue their employment during the 2025-2026 school year. This bonus is non-precedent setting and shall be paid within 90 days of ratification of this Tentative Agreement.

# (2) <u>Article 13 Vacation Plan</u>. The Parties agree to revise Article 13 as stated below.

#### 13.3 Accumulation

Vacation time shall be earned and accumulated on a monthly basis in accordance with the following schedules:

- 13.3.1 From the first month through the fifth year of continuous service, vacation time shall be earned and accumulated at the rate of 1.25 days of vacation for each month of regular full-time service not to exceed fifteen (15) days per fiscal year.
  - 13.3.1.1 Commencing with the sixth year <u>through tenth year</u> of continuous service, vacation time shall be earned and accumulated at the rate of 1.50 days of vacation for each month of regular full-time service not to exceed eighteen (18) days per fiscal year.
  - 13.3.1.2 Effective July 1, 2025, commencing with the eleventh year of continuous service, vacation time shall be earned and accumulated at the rate of 1.75 days of vacation for each month of regular full-time service not to exceed twenty-one (21) days per fiscal year.
- 13.3.2 Regular part-time employees shall be granted a prorated share of vacation time in the same ratio as their regular work hours per day, days per week, or weeks per calendar month bear to eight (8) hours per day, five (5) days per week, or four (4) weeks per calendar month.

# 13.8 Vacation Scheduling

Vacation requests shall be submitted as early as possible, except in emergency situations. Vacations shall be scheduled at times requested by bargaining unit employees so far as possible within the Superintendent's work requirements. Employees shall *endeavor to* submit vacation requests by June 15 for the following fiscal year.

(3) Article 14 Leaves. The Parties agree to revise Article 14 as attached.

The Parties agree that this Tentative Agreement is subject to ratification by the Association and approval by the Superintendent.

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For AFSCME Classified

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#### Article 14. LEAVES

### 14.6 Entitlement to Other Sick Leave

When a classified employee <u>Unit members shall once a year be credited with One Hundred (100) days of paid sick leave, which includes the annually earned sick leave in section 14.4. The leave provided under this section may be used after exhausting all earned and accumulated sick leave under Section 14.4, if the unit member continues to be is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee., the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence. The amount paid to the unit member using other sick leave shall be 50% of the employee's regular salary. substitute employee during any month shall be less than the salary due the employee absent from his/her duties. If YCOE hires a substitute employee at a rate higher than the regular employee salary, "the sum actually paid a substitute" shall be interpreted to mean the amount which would have been paid had the YCOE substitute salary schedule been used. [YCOE proposal, Ed Code 45196]</u>

### 14.14.3 Sick Leave

- 14.14.3.1 Employee shall notify the personnel office <u>at least one (1) hour</u> prior to the commencement of the workday for each day of absence because of illness.
- 14.14.3.2 If the employee expects to be absent more than five (5) consecutive workdays because of illness, the employee shall notify the supervisor of the expected length of absence no later than the fifth day of absence.
- 14.14.3.3 Any employee absent because of illness for more than five (5) consecutive workdays shall provide a physician's certification that the employee was ill and unable to work and a release to return to work on his/her return to work.

14.16 Crime Victim Leave. Unit members are entitled to 12 weeks of unpaid leave if they are the victim of a "qualifying act" as defined in Government Code section 12945.8, or up to ten (10) days unpaid leave if a family member is a victim of a "qualifying act of violence."

14.16.1 "Qualifying act of violence" includes domestic violence; sexual assault; stalking; or an act, conduct, or pattern of conduct that includes: an individual causing bodily injury to another; an individual exhibiting, drawing, brandishing, or using a firearm or other dangerous weapon against another; or an individual using or making a reasonably perceived or actual threat to use force against another individual to cause physical injury or death.

14.16.2 "Family Member," for purposes of the Crime Victim Leave entitlements includes an employee's parent (including foster or adoptive), parent-in-law, stepparent, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child, grandparent, grandchild of the unit member or of the spouse of the unit member, spouse, domestic partner, child, child-in-law, step child, foster child, legal ward, person to whom the employee stands in loco parentis, sibling (including related by adoption or common legal parent) of the unit member or spouse, or any designated person related by blood or whose association with the unit member is the equivalent of a family relationship. The designated person may be identified by the unit member at the time the unit member requests the leave.

14.16.3 A unit member may designate only one such person as an "immediate family" member per 12-month period (rolling forward).

14.16.4 Crime Victim Leave may be used to:

14.16.4.1 To obtain or attempt to obtain any relief for a family member, including but not limited to a temporary or permanent restraining order, or other injunctive relief, to ensure the health, safety, or welfare of the family member of the victim;

14.16.4.2 To seek, obtain, or assist a family member to seek or obtain: medical attention for or to recover from injuries; services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency; or psychological counseling or mental health services; related to qualifying acts of violence (as defined above);

14.16.4.3 To participate in safety planning or take other actions to increase safety from future qualifying acts of violence;

14.16.4.4 To relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare. In circumstances where the employee is not the victim and the family member who is a victim is not deceased as a result of a crime, leave taken for this reason is limited to five days;

14.16.4.5 To provide care to a family member who is recovering from injuries caused by a qualifying act of violence; or

14.16.4.6 To seek, obtain, or assist a family member to seek or obtain civil or criminal legal services; to attend any civil, administrative, or criminal legal proceedings; or to provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult; related to, or as a result of, a qualifying act of violence.

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14.16.5 Employees may use paid leave "that is otherwise available to the employee," including sick leave (when the employee/victim requires time off for a medical reason), personal necessity leave, and/or personal business leave.

14.16.6 Crime Victim Leave taken by the employee runs concurrently with leave taken pursuant to the federal Family and Medical Leave Act ("FMLA") and/or the California Family Rights Act ("CFRA"), if the employee would be eligible for such leave(s).

14.16.7 If a unit member requests an accommodation for the safety of the employee while at work, the YCOE will engage in a timely, good faith, interactive process with, and provide reasonable accommodations for, an employee who is a victim or whose family member is a victim of a qualifying act of violence for the safety of the employee while

14.16.8 The parties intend for this Section to be interpreted consistent with Government Code section 12945.8.