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TENTATIVE AGREEMENT
YOLO COUNTY SUPERINTENDENT OF SCHOOLS
AND AFSCME CERTIFICATED CHAPTER
RE 2024-2027 SUCCESSOR CONTRACT NEGOTIATIONS

May 22, 2024

The Parties agree to conclude 2024-2027 successor contract negotiations as stated below.

(1) Salary and Benefits. *The Parties agree to the following:*

2024-2025 Increase salary schedule by Head Start COLA of 2.35%, effective July 1, 2024; and

 \$25 increase to monthly employer contribution for health benefits (monthly from \$800 to \$825; annually from \$9,600 to \$9,900); and

 Add Longevity for 20 years at 6%; and

 Increase master's stipend from \$750 to \$1,000; and

 A one-time retention stipend of \$2,500 to all unit members actively employed anytime during the 2023-2024 school year that continue their employment with YCOE throughout the 2024-2025 school year. The stipend shall be paid in two payments, the first in November 2024 and the second in May 2025. Employees must be in active status when payments are issued.

(2) Article 14: Leaves. *The Parties agree to revise Article 14 as follows:*

14.1 Bereavement Leave

Employees shall be granted a leave with full pay in the event of a death in the employee's immediate family. The leave shall be for a period not to exceed five (5) days (three (3) days are without loss of pay with the additional two (2) days from the employees other available and qualifying leaves), unless the death occurs out of state or outside a radius of 300 miles from the YCOE office in which case the leave shall be for not more than five (5) days without loss of pay. The immediate family is defined to include husband, wife, domestic partner, mother (including foster or adoptive), father (including foster or adoptive), sister, (including related by adoption or common legal parent) brother (including related by adoption or common legal parent), son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-mother, step-father, legal guardian, or other person who stood in loco parentis to the employee when the employee was a child, step-son, step-daughter, foster son, foster daughter, legal ward, person to whom the employee stands in loco parentis, brother-in-law, sister-in-law, grandparent, grandchild,

~~or any relative of either spouse living in the immediate household of the employee, or any designated person related by blood or whose association with the unit member who 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. A unit member may designate only one such person as an "immediate family" member per 12-month period (rolling forward).~~ Within ten (10) days of returning, the employee shall provide documentation as defined below, including the name of the deceased, city and state, date of death, and relationship to employee. This may be accomplished by including the information in the comments section on the Absence Request Form.

14.1.1 Documentation includes but is not limited to a death certificate, a published obituary, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

14.10 Parental Leave

The YCOE shall provide parental leave consistent with the requirements set forth in Assembly Bill 2393 and 375 and Education Code section 44977.5. Specifically, a certificated employee may use his or her sick leave for purposes of parental leave for a period of up to 12 workweeks. When the employee has exhausted all available and accumulated sick leave, and continues to be absent for parental leave, the employee may then use differential leave (Article 14.6) for the remainder of the 12 workweek period of parental leave, if needed. Parental leave is defined as "leave for reason of the birth of a child of the employee, or the placement of a child with an employee in connection with the adoption or foster care of the child by the employee." This leave is commonly referred to as "bonding leave". Pursuant to Education Code section 44977.5.

An employee who must be absent from duty because of disability as a result of pregnancy, miscarriage, childbirth, and recovery therefrom is eligible for leave which shall be taken first from available sick leave and then pursuant to Entitlement to Other Sick Leave as described in subsection 14.6. Disabilities of this nature shall be treated as temporary disabilities for all job related purposes and shall be treated as such under any health plan available in connection with employment.

14.14.6.1 ~~Maternity~~ Pregnancy Related Disability Leave

14.14.6.1 Requests for ~~maternity~~ pregnancy related disability leave shall be submitted as far in advance of the commencement of the leave as possible and shall include the duration of the leave. Appropriate verification of disability shall be submitted for use of any sick leave during ~~maternity~~ pregnancy related disability leave.

NEW Reproductive Loss Leave

14.15.1 An eligible unit member may take up to five (5) days of reproductive loss leave following a reproductive loss event that would have made the unit member a

parent if successful. A unit member must have been employed for at least thirty (30) days prior to the commencement of the leave to be eligible. The thirty (30) days need not be consecutive.

14.15.2A “reproductive loss event” is defined as the day or, for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction (i.e., an unsuccessful artificial insemination or embryo transfer).

14.15.2.1 A “failed adoption” includes the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party.

14.15.2.2 A “failed surrogacy” includes both the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate.

14.15.2.3 A “miscarriage” includes a miscarriage suffered by the employee or the employee’s spouse or registered domestic partner, or a miscarriage suffered by another individual if the unit member would have been a parent of a child born as a result of the pregnancy (e.g. a miscarriage suffered by a unit member’s surrogate).

14.15.2.4 Documentation confirming a unit member’s reproductive loss event will be kept confidential.

14.15.3 Days for reproductive loss leave may be taken nonconsecutively.

14.15.4 Such leave must be completed within three months of the reproductive loss event, or the final day of a reproductive loss event for a multiple-day event.

14.15.5 If a unit member experiences more than one reproductive loss event within a 12-month period, the unit member may take up to 20 days within a 12-month period.

14.15.6 A unit member may use bereavement leave, accrued and available sick leave, personal leave, vacation or compensatory time off for reproductive loss leave. If no such paid leaves are available, reproductive loss leave shall be unpaid.

14.15.7 The parties intend for this Section to be interpreted consistent with Government Code section 12945.6.

(3) Article 9 Pay and Allowances. *The Parties agree to revise Article 9.11 as follows:*

9.11 Out-of-Class Pay

Any employee required to work out of class in a higher classification for a period of one hour or more than five (5) during the working days in a fifteen (15) calendar period will

receive a 5% increase for all hours worked out-of-class, when such work is requested by the supervisor, manager or director.

(4) Article 2 Term of Agreement. *The Parties agree to revise Article 2 as follows:*

2.1 Term of Agreement

This Agreement shall remain in full force and effect from July 1 ~~2021~~ 2024 through 30 June ~~2024~~ 2027.

2.2 Reopeners

The parties may reopen negotiations on the Compensation (Article 9) and Health Benefits (Article 11) and two additional Articles only for the ~~2021-2022 and 2022-2023 and 2023-2024~~ 2025-2026 and 2026-2027 fiscal years upon notification prior to ~~November~~ January 15.

(5) Article 4 Evaluations. *The Parties agree to revise Article 4.2 as follows:*

4.2 Evaluation

Each employee shall receive a copy of the Performance Evaluation for review between ~~by~~ employer and employee prior to placement in the personnel file. Evaluations become a part of the employee's permanent personnel record. Evaluations shall be in accordance with the YCOE Head Start/Early Head Start policy on staff performance evaluations. (Appendix E). No evaluation shall be made based upon hearsay statements but shall only be based upon the direct observation of the evaluator or signed supportive documentation. Any evaluation of substandard rating shall include specific recommendations in writing for improvements and provisions for assisting the employee in implementing any recommendations made.

(6) Article 5.1 AFCSME Rights. *The Parties agree to revise Article 5 as follows:*

5.1.1 The right of access at reasonable times to areas in which employees work. Reasonable times shall ~~be include~~ lunch or break time or before or after work. AFSCME representatives shall inform management prior to visiting work sites.

5.2 Distribution of Contract

~~AFSCME and YCOE shall split the cost of printing bargaining unit agreements for all Head Start certificated employees including at least ten (10) copies for new employees. YCOE will print and distribute contracts to management post the contract on website and allow for employees to print as needed.~~

(7) **Article 9 Pay and Allowances.** *The Parties agree to revise Article 9 as follows:*

9.3 Payroll Errors

Any payroll error for an employee in the bargaining unit shall be corrected not later than three (3) five (5) working days after the payroll error is discovered. If the payroll error results in the unit member incurring bank late charges or fees, YCOE will reimburse the unit member up to \$50 for such bank late charges or fees, as determined and approved by YCOE. At the unit member's request, payroll may provide a written explanation to the bank to assist with reversing the late charges or fees.

9.8 Mileage

Any employee in the bargaining unit required to use his/her vehicle on YCOE business shall be reimbursed at the prevailing rate per mile for all miles driven on behalf of the YCOE. Consistent with SP 4133, The mileage computation shall include mileage necessary to return to the employees normal job site after the completion of YCOE business. This amount shall be payable in a separate warrant drawn against YCOE Head Start/Early Head Start funds.

9.12 Overpayments

~~If an employee is overpaid, the employee shall repay YCOE in one of the following ways:~~

- ~~A. — Have the entire amount of the overpayment deducted from the next paycheck;~~
- ~~B. — Sign an agreement with YCOE to have 20% of the overpayment deducted from the employee's pay for five months;~~
- ~~C. — Sign an agreement to have the overpayment deducted in equal amounts for as long as the overpayment existed.~~

~~If the employee does not choose option B or C above within 15 days of becoming aware of the overpayment, Option A shall be effected. If the employee chooses installment payments and leaves YCOE employment prior to completion of repayment, the remaining debt shall be deducted from the final check or the employee shall pay the amount to YCOE by cash or check on separation.~~

Any payroll error resulting in overpayment for an employee in the bargaining unit shall be confirmed and corrected in accordance with Education Code section 44042.5, with the YCOE first providing notice of the overpayment and afford the employee an opportunity to meet to discuss repayment options.

New Article 9.15.4 Bilingual Pay

Bilingual Pay YCOE may designate bilingual positions which require bilingual skills (oral and written) to be used on an as needed basis. To qualify for Bilingual Pay, a person must demonstrate fluent oral skills and minimal written skills. The duties of a bilingual position may include interpreting (oral) at IEP meetings and may include preparing a brief written note at such meetings (such as a list of goals). A unit member required to provide bilingual services will be paid an additional 5% increase only for hours worked providing these

services, when such work is requested by the supervisor. The unit member will submit a timesheet for Bilingual Pay to payroll by the first working day of the next month.

(8) Article 14 Leaves. *The Parties agree to revise Article 14 as follows.*

14.8 Personal Necessity Leave

Any seven (7) days of absence earned for sick leave under section 14.4 of this Article may be used by the employee, at his/her election, in cases of personal necessity on the following basis:

14.8.1 The death of a member of the employee's immediate family when additional leave is required beyond that provided in section 14.1 of this Article.

14.8.2 As a result of an accident or illness involving an employee's person or property or the person or property of his/her immediate family.

14.8.3 When resulting from an appearance in any court or before any administrative tribunal as a litigant, party, or witness.

14.8.4 Verified emergencies which were beyond the control of the individual.

14.8.5 Inability to get to the unit member's assigned place of duty because of circumstances beyond his/her control.

14.8.6 Traditionally recognized religious holidays and observances.

14.8.47 Such other reasons approved by the Superintendent, or designee, prior to taking the leave.

14.9 Personal Business

Each employee shall be entitled to a total of three (3) days paid leave annually, which can ~~shall~~ be taken in half day or full day increments, for the purpose of conducting personal business. ~~(e.g., appointments, meetings, or other personal business engagements during the work day).~~ This leave may be taken after providing three (3) business days prior written notice and obtaining the approval of the employee's supervisor. This leave may not be taken consecutively without prior approval of the employee's supervisor. The employee's supervisor will take action on the leave request within the three (3) business days requested notification period. The three (3) business day notification period may be waived at the discretion of the supervisor on a case by case basis for unforeseen circumstances. These days shall not be deducted from sick leave. This leave shall not be unreasonably denied.

(9) Article 8 Hours and Overtime. *The Parties agree to adding a new sub-article 8.8 as follows:*

New Article 8.8 – County Office Calendar

The length of the school term and holidays shall be consistent with the generally accepted practices of Yolo County School Districts. Amount of workdays to be determined based on program and needs of YCOE.

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


For YCOE


For AFSCME Certificated


For AFSCME Certificated