

TENTATIVE AGREEMENT
YOLO COUNTY SUPERINTENDENT OF SCHOOLS
AND AFSCME CERTIFICATED 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) Article 13 Vacation Plan. *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 through tenth year 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.

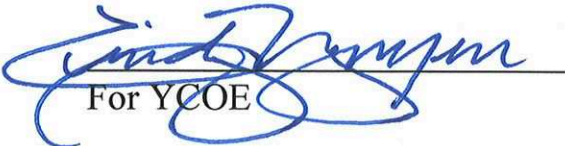
13.3.2 Regular part-time employees shall be granted a prorated share of vacation time in the same ratio as their regular work hours per day, days per week, or weeks per calendar month bear to eight (8) hours per day, five (5) days per week, or four (4) weeks per calendar month.

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.*
- (4) Article 16 Transfers. *The Parties agree to revise Article 16 as attached.*

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

Jm 5/14/25 12:05 pm
TA 5/14/2025 12:54 pm
EW

Article 14. LEAVES

14.14.3 Sick Leave

- 14.14.3.1 Employee shall notify the personnel office at least one (1) hour 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, step-parent, 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.

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 at work.

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

5/14/2025
12:00 pm

Article 16: TRANSFER

Jan 5/14/2025
2:52 pm

TA 5/14/2025 @ 2:51 pm

16.1 Definitions Used in This Article

- 16.1.1 A transfer is the movement, either voluntary or involuntary, of a unit member from one ~~YCOE Head Start~~ site to another ~~Head Start~~ site in the same classification.
- 16.1.2 A voluntary transfer is a transfer which is requested and sought by the unit member.
- 16.1.3 An involuntary transfer is a transfer which is initiated by the Superintendent or his/her designee.
- 16.1.4 A work day is any day when the YCOE is open for business.
- 16.1.5 A vacancy is a bargaining unit position in a ~~YCOE Head Start~~ program not filled by an incumbent. In the event the Superintendent determines to fill a vacancy, such vacancy shall be advertised pursuant to 16.2.1, below.
- 16.1.6 A reassignment from one classroom to another on the same site does not constitute a transfer.

16.2 Notice of Vacancies

- 16.2.1 Known vacancies for the next instructional year shall be advertised at the YCOE administration office and ~~Head Start Lincoln Center~~. Such notices shall include the position description, location, permit requirement(s) and a closing date for application. The closing date shall be not less than five working days following the initial date of posting. This process shall be continued through the first week of the instructional year.
- 16.2.2 Any unit member who wishes to have notices mailed to his or her home address must provide the Human Resources office with at least three (3) self-addressed, stamped envelopes.

16.3 Voluntary Transfer Procedures

- 16.3.1 A unit member may request a transfer in response to an advertised vacancy.
- 16.3.2 A request for transfer shall be made on the appropriate YCOE form and submitted no later than the closing date for application.
- 16.3.3 Voluntary transfer shall be based on the educational needs of the ~~YCOE Head Start~~ program, proper permits, evaluations, and experience. All of the above being equal, seniority shall prevail.

16.4 Procedures for Involuntary Transfer for Other Than Cause

- 16.4.1 Involuntary transfer shall be based on proper permit, evaluations, experience and the educational needs of the ~~Head Start~~ program. All of the above being equal, seniority shall prevail.
- 16.4.2 No unit member shall be involuntarily transferred if a qualified volunteer has on file an appropriate transfer request.
- 16.4.3 A unit member to be involuntarily transferred shall have the right to indicate preferences from a list of vacancies, if one exists.
- 16.4.4 An involuntary transfer shall not result in the loss of regular compensation, seniority, or any fringe benefit to the unit member.
- 16.4.5 A unit member who is to be involuntarily transferred shall, upon written request, be granted a written rationale for the transfer.
- 16.4.6 A notice of involuntary transfer for the next school year shall be given to the unit member not later than August 15.
- 16.4.7 Except in emergencies, involuntary transfers after the first teaching day of the school year, require five (5) work days notice.
- 16.4.8 Before a vacancy is filled by involuntary transfer, the vacancy shall be posted in accordance with Section 16.2 above.

16.5 Procedures for Involuntary Transfer for Cause

- 16.5.1 No unit member shall be transferred for cause unless the employer has fulfilled its obligation to evaluate such unit member in accordance with the procedure set forth in the HS/EHS Policy: Staff Performance Evaluations, Appendix E.
- 16.5.2 No unit member shall be involuntarily transferred for cause unless the transfer is preceded by written notice and specification of those circumstances constituting cause.
- 16.5.3 Any unit member so notified shall have the right to appeal the notice of involuntary transfer for cause directly to Human Resources. Such appeal must be made within seven (7) workdays of receipt of such notice. Upon receipt of appeal, Human Resources shall investigate the charge(s) allegedly constituting cause. Human Resources shall meet with the unit member as part of its investigation. Human Resources shall conclude the investigation and report its findings along with the decision with respect to the unit member's appeal to the unit member within ten (10) workdays of the receipt of the unit member's appeal. The unit member may appeal the Human Resources decision to the Superintendent within five (5) days of

the receipt of the decision. The Superintendent's determination with respect to the appeal and transfer shall be binding, subject only to appeal based upon 16.5.4 below.

16.5.4 Any grievance relating to an involuntary transfer for cause shall be limited to claimed procedural violations of this provision.

16.5.5 AFSCME shall receive a copy of any notice of involuntary transfer for cause.

16.5.6 No unit member shall be displaced by way of implementation of this provision.

16.6 Mutually Acceptable Transfer

16.6.1 Management and a unit member may mutually agree to a transfer which benefits either the unit member or the needs of ~~YCOE Head Start~~ the program. Such transfer may be for a limited duration or permanent upon mutual agreement. Such transfer shall not be considered an involuntary transfer.

16.7 Miscellaneous Provisions Relating to This Article

16.7.1 Except in emergencies or ~~YCOE Head Start~~ program reorganizations, unit members may not be involuntarily transferred more than once in a school year.

16.7.2 Unit members who are to be involuntarily transferred during the school year to a substantially different position shall be given up to two (2) days of released time for preparation prior to the effective date of the transfer upon approval of their preparation plan by the appropriate administrator.

16.7.3 A unit member may submit a request for transfer at anytime, whether or not a vacancy exists, to allow such an application to be considered whenever an appropriate vacancy exists.

16.7.4 The rights of unit members returning from leave include the right to return to a comparable position or the same position if it is filled by a temporary unit member.

16.7.5 Seniority for transfer is defined as ~~YCOE Head Start~~ program seniority.

16.8 Temporary Transfer

The Superintendent or designee may reassign a unit member to another work site or an assignment that may include multiple work sites due to program needs, including day-to-day fluctuations in enrollment and safety issues, in accordance with HS/EHS Policy: Substitute Coverage (Frontline), Appendix XX. This will occur in consultation with the employee, which may include transportation arrangements if the employee does not have access to an operating vehicle. AFSCME shall be notified of temporary transfers that exceed five consecutive days.