

AGREEMENT

BETWEEN

YOLO COUNTY OFFICE OF EDUCATION

AND

**THE AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES UNION,
AFSCME, COUNCIL 57, LOCAL 146, AFL-CIO**

CERTIFICATED CHAPTER

JULY 1, 2021– JUNE 30, 2024

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TABLE OF CONTENTS

Article Title	Page No.
1. Recognition	1
1.1 AFSCME Recognition	
1.2 Scope of Representation	
2. Term of Agreement	2
2.1 Term of Agreement	
2.2 Reopeners	
3. Organizational Security	3
3.1 Dues and Service Fee Deductions	
3.2 AFSCME Dues	
3.3 Service Fees	
3.4 Contribution in Lieu of Dues or Service Fee	
3.5 Remittance to AFSCME	
3.6 Information Required	
3.7 Notification to New Employees	
3.8 Hold Harmless	
4. Personnel Files	5
4.1 Personnel Files	
4.2 Evaluation	
4.3 Grievance Procedure	
5. Organizational Rights	7
5.1 AFSCME Rights	
5.2 Distribution of Contract	
6. Shop Stewards	9
6.1 Purpose	
6.2 Selection of Shop Stewards	
6.3 Duties and Responsibilities of Chapter Officers and Shop Stewards	
7. Definitions	10
8. Hours and Overtime	12
8.1 Workweek	
8.2 Workday	
8.3 Reduction of Assigned Time	
8.4 Adjustment of Assigned Time	
8.5 Rest Periods and Meal Periods	
8.6 Overtime	
8.7 Minimum Call-In Time	
8.8 Right of Refusal	
8.9 Hours Worked	
8.10 Flex Time	

Article Title	Page No.
9. Pay and Allowances	15
9.1 Regular Rate of Pay	
9.2 Frequency – Once Monthly	
9.3 Payroll Errors	
9.4 Lost Warrants	
9.5 Pay Increases	
9.6 Promotion	
9.7 Demotion	
9.8 Mileage	
9.9 Meals	
9.10 Lodging	
9.11 Out of Class Pay	
9.12 Overpayments	
9.13 Recommendations for Budget Development	
9.14 Additional Salary Step	
9.15 Bilingual Stipend	
9.16 Initial Salary Schedule Placement	
9.17 Credit for Advanced Degree	
10. Employee Expenses and Materials	19
10.1 Uniforms	
10.2 Replacing or Repairing Employee’s Property	
10.3 Safety Equipment	
10.4 Hold Harmless Clause	
10.5 Tools	
10.6 Medical Examinations	
11. Fringe Benefits/Retirement Contribution.....	20
11.1 Employees and Dependent Insurance Coverage	
11.2 Paid Benefits – Full-Time Employees	
11.3 Part-Time Employees	
11.4 Employees on Unpaid Leave	
11.5 IRC 125 Plan	
11.6 Health Committee	
12. Holidays	21
12.1 Scheduled Holidays	
12.2 Substitute Holidays	
12.3 Holidays on Saturday or Sunday	
12.4 Holiday Eligibility	
13. Vacation Plan	22
13.1 Eligibility	
13.2 Paid Vacation	
13.3 Accumulation	
13.4 Vacation Pay	
13.5 Vacation Pay Upon Termination	
13.6 Vacation Carry-Over	
13.7 Holidays	
13.8 Vacation Scheduling	
13.9 Interruption of Vacation	

14. Leaves.....	24
14.1 Bereavement Leave	
14.2 Jury Duty	
14.3 Military Leave	
14.4 Sick Leave	
14.5 Industrial Accident and Illness Leave	
14.6 Entitlement to Other Sick Leave	
14.7 Break in Service	
14.8 Personal Necessity Leave	
14.9 Personal Business	
14.10 Parental Leave	
14.11 General Leaves	
14.12 Retraining and Study Leave	
14.13 Family Care Leave	
14.14 Prior Notice, Permission and Verification of Absences	
14.15 Emergency Leave	
15. Hiring.....	31
15.1 Distribution of Job Information	
15.2 Itinerant Employees	
15.3 Student Employees	
16. Transfer.....	32
16.1 Definitions Used in This Article	
16.2 Notice of Vacancies	
16.3 Voluntary Transfer Procedures	
16.4 Procedures for Involuntary Transfer for Other than Cause	
16.5 Procedures for Involuntary Transfer for Cause	
16.6 Mutually Acceptable Transfer	
16.7 Miscellaneous Provisions Relating to This Article	
17. Promotion.....	35
17.1 First Consideration	
17.2 Posting of Notice	
17.3 Notice Contents	
17.4 Filing	
18. Classification and Changes in Classification.....	36
18.1 Placement in Designated Classification Title	
18.2 Newly Created Classes of Positions	
18.3 Procedure for Classification Change	
18.4 Verification of Completion	
19. Layoff and Reemployment, Effects of Layoff.....	37
19.1 Layoff Procedure	
19.2 Notice of Layoff	
19.3 Entitlement to Leave and Fringe benefits	
19.4 Reassignment Resulting from Layoff	

Article Title	Page No.
19.5 Reemployment Rights Following Layoff	
19.6 Substitute Service	
19.7 Statutory Guarantees	
19.8 Seniority List	
20. Disciplinary Action	39
21. Grievance Procedure	40
21.1 Definitions of Terms Used in This Article	
21.2 Time Limits Specified in This Article	
21.3 The Grievance Procedure	
21.4 Miscellaneous Provisions Relating to This Article	
22. Safety	42
23. Severability	44
24. Contract Provisions	45
25. Concerted Activities	46
25.1 No Strikes	
25.2 Violation	
25.3 Lockout	
26. Negotiations	47
26.1 Notification and Public Notice	
26.2 Commencement of Negotiations	
26.3 Release Time for Negotiations	
26.4 Ratification of Additions or Changes	
26.5 Completion of Meet and Negotiations	
27. Management Rights	48
27.1 Rights	
27.2 Limits	
27.3 Emergencies	
28. Catastrophic Leave	49
29. Complaint Process	50
Signatures	51

APPENDIX

SALARY SCHEDULE.....	A
ARBITRATION PANEL.....	B
HS/EHS POLICY: EMPLOYEE-MANAGEMENT RELATIONS	C
HS/EHS POLICY: STANDARDS OF CONDUCT.....	D
HS/EHS POLICY: STAFF PERFORMANCE EVALUATIONS	E
GOVERNMENT CODE: 3546 AND 3546.3.....	F
AFSCME DUES AND FEES	G
IRC 125 PLAN	H
EDUCATION CODE 8366	I
MOU NEW EMPLOYEE ORIENTATION.....	J

Article 1. RECOGNITION

1.1 AFSCME COUNCIL 57, LOCAL 146 Recognition

The Superintendent hereby recognizes AFSCME, Council 57, Local 146, AFL-CIO, as the exclusive bargaining Representative for all Head Start certificated employees of the YCOE including temporary certificated employees and excluding substitutes, management, confidential, and supervisory certificated employees, as defined in Chapter 10.7, Sections 3540-3549 of the California Government Code ("Act"), for the purposes of meeting and negotiating.

1.2 Scope of Representation

The scope of representation shall be limited to that of Government Code 3540, et seq. Nothing herein may be construed to limit the right of the Superintendent to consult with AFSCME on any matter outside the scope of representation.

Article 2. TERM OF AGREEMENT

2.1 Term of Agreement

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

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 fiscal years upon notification prior to November 1.

Article 3. ORGANIZATIONAL SECURITY

3.1 Dues and Service Fee Deductions

The YCOE shall deduct in accordance with the current AFSCME dues and service fees schedule, dues from the wages of all employees who are members of AFSCME on the date of the execution of this Agreement, and who have submitted dues authorization forms to the YCOE.

3.2 AFSCME Dues

The YCOE shall deduct dues in accordance with the current AFSCME dues and service fee schedule, from the wages of all employees who after the date of the execution of this Agreement, become members of AFSCME and submit to the YCOE a dues authorization form.

3.3 Service Fees

Employees in the bargaining unit who are not members of AFSCME on the effective date of this Agreement and employees who hereafter come into the bargaining unit shall, either within thirty (30) days of the date of the Agreement or of their employment, apply for membership and execute an authorization for dues deduction, or in the alternative and conditioned upon AFSCME's diligent good faith effort to obtain voluntary membership in AFSCME, the YCOE shall deduct from the salaries of employees not applying for membership, a service fee as set forth in the current AFSCME dues and service fees schedule (Appendix G) provided further that the employee doesn't elect the conscience option in section 3.4.

3.4 Contribution in Lieu of Dues or Service Fee

- 3.4.1 Any unit member who qualifies as a religious objector, as defined in Government Code Section 3546.3, shall not be required to join or pay a service fee to the Union as a condition of employment. Such a unit member shall pay a sum equal to the established service fee to AFSCME by payroll deduction and AFSCME shall contribute that amount to a non-religious, non-labor organization charitable fund exempt from taxation under Section 501(C)(3) of Title 26 of the Internal Revenue Code.
- 3.4.2 Any unit member claiming a religious objection shall submit a detailed written statement to the Union with a copy to YCOE establishing a basis for the exemption. Forms for this purpose may be obtained from the Union. The Union shall provide a written response to the Unit member with a copy to YCOE, accepting or denying the request. Any denial shall provide supporting rationale. If the Union accepts the exemption, the unit member shall make the payment by payroll deduction as stated above.
- 3.4.3 AFSCME shall provide a statement regarding the contributions to the employee annually by January 30.
- 3.4.4 Any unit member paying in lieu of fees as set forth above, and who requests that the grievance or arbitration provisions of this agreement be used on his or her behalf, shall pay the reasonable cost of using said grievance or arbitration procedures.

3.5 Remittance to AFSCME

With respect to all sums deducted by the YCOE, whether for membership dues, service fees, or charitable contributions, the YCOE agrees to remit such monies promptly to AFSCME.

3.6 Information Required

AFSCME agrees to furnish any information needed by the YCOE and the YCOE agrees to furnish any information needed by AFSCME to fulfill the provisions of the Article.

3.7 Notification to New Employees

The YCOE agrees to inform all new employees of this contract Article provision during the hiring process.

3.8 Hold Harmless

AFSCME agrees to pay to YCOE all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of the Agreement or their implementation and agrees to pay any judgment or settlement liability arising out of such challenges. The Union shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

Article 4. PERSONNEL FILES

4.1 Personnel Files

- 4.1.1 The personnel file of each employee shall be maintained at the Superintendent's central administration office.
 - 4.1.1.1 A Licensing file containing everything legally required to be in such file shall be kept for each employee in the Human Resources Department. Derogatory material not on file in the Superintendent's central administrative office shall not be placed in the Licensing file or in any file maintained by any supervisor or manager.
- 4.1.2 Employees shall be provided with copies of any derogatory written material ten (10) days before it is placed in the employee's personnel file. The employee shall be given an opportunity during normal working hours, not to exceed one (1) hour with arrangement with the employee's immediate supervisor, to prepare a written response to such material. The written response, if any, shall be attached to the material.
 - 4.1.2.1 If an employee believes that any derogatory material placed in his/her file is factually or legally unjustified, the employee has the right to schedule a meeting regarding the derogatory materials placed in the files with his/her supervisor. If the disagreement is not resolved by the meeting with his/her supervisor, the employee has the right to contact Human Resources and schedule a meeting regarding the matter. The employee may bring a union representative to this meeting.
- 4.1.3 All personnel files shall be kept in confidence and shall be available for inspection to employees of the Superintendent only when actually necessary in the proper administration of YCOE affairs or the supervision of the employee. The Superintendent or Designee shall keep a log indicating the persons who have examined a personnel file as well as the date such examinations were made. Such log and the employee's personnel file shall be available for examination by the employee or his/her AFSCME representative if authorized by the employee. The log shall be maintained in the employee's personnel file.
- 4.1.4 Any person who places written material or drafts written material for placement in an employee's file shall sign the material and signify the date on which such material was drafted. Any written material placed in a personnel file shall indicate the date of such placement.
- 4.1.5 No derogatory material in personnel files which is more than two years old shall be used as the basis for any disciplinary action.

4.2 Evaluation

Each employee shall receive a copy of the Performance Evaluation 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.

4.3 Grievance Procedure

AFSCME or any employee in the bargaining unit shall have the right to utilize the grievance procedure provided in this Agreement for resolving procedural disputes arising under this Article.

ARTICLE 5. ORGANIZATIONAL RIGHTS

5.1 AFSCME Rights

AFSCME shall have the following rights in addition to the rights contained in any other portion of this agreement.

- 5.1.1 The right of access at reasonable times to areas in which employees work. Reasonable times shall be lunch or break time or before or after work. AFSCME representatives shall inform management prior to visiting work sites.
- 5.1.2 The right to use, without charge, institutional bulletin boards and mailboxes at Head Start/Early Head Start locations, and other YCOE means of communications for the posting or transmission of information or notices concerning AFSCME matters.
- 5.1.3 Arrangements for use of facilities shall be made in accordance with normal YCOE procedure. AFSCME shall not be charged for use of meeting rooms in Head Start facilities for unit membership meetings. Such free use shall be no more frequent than once per month and shall be on a weekday.
- 5.1.4 Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the person involved. An authorized representative for the employee shall have the same right when accompanied by the employee or upon the presentation of written authorization signed by the employee.
- 5.1.5 The right to be supplied with a complete “hire date” seniority roster of all bargaining unit employees as needed.
- 5.1.6 AFSCME shall have the right to review and obtain, upon request, non-confidential material in possession of, or produced by, the Superintendent which is relevant and necessary for AFSCME to fulfill its role as the exclusive bargaining representative. AFSCME shall pay the duplication costs of such materials. YCOE shall provide AFSCME with one copy of each board packet, one copy of each Parent Policy Council agenda and background materials, and one copy of the annual Head Start budget without charge.
- 5.1.7 Up to ten (10) days of release time for use by the AFSCME President or any other person designated by the President for necessary AFSCME business. Two (2) days advance notice shall be given to the President’s or designee’s immediate supervisor. The president shall also be granted release time for Parent Policy Council meetings.
- 5.1.8 The right to conduct an orientation session on this Agreement for bargaining unit employees during regular working hours at the regularly scheduled orientation, not to exceed one and one half hours per year.

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.

Article 6. SHOP STEWARDS

6.1 Purpose

The Superintendent recognizes the need and affirms the right of AFSCME to designate Shop Stewards from among employees in the unit. It is agreed that AFSCME in appointing/electing such Stewards does so for the purpose of promoting an effective relationship between the Superintendent and employees by helping to settle problems at the lowest level of supervision.

6.2 Selection of Shop Stewards

AFSCME shall designate up to three Shop Stewards and one alternate. AFSCME shall notify the superintendent in writing of the names of the Shop Stewards and the alternate. If a change is made, the Superintendent shall be advised in writing of such change.

6.3 Duties and Responsibilities of Chapter Officers and Shop Stewards

The following shall be understood to constitute the duties and responsibilities of Chapter Officers and Shop Stewards:

- 6.3.1 The Chapter Officers take complaints, refer members to the proper Shop Steward and distribute general information. The Shop Steward investigates complaints, prepares and presents grievances. Chapter Officers may also be Shop Stewards.
- 6.3.2 The Shop Steward shall notify his/her immediate supervisor of his/her designation as a Shop Steward.
- 6.3.3 After notifying his/her immediate supervisor, a Shop Steward shall notify the supervisor of the grievant of his/her presence. The Shop Steward is permitted to discuss any problems with all employees immediately concerned and, if appropriate, to attempt to achieve settlement in accordance with the grievance procedure.
- 6.3.4 The Shop Steward may be released for up to one-half hour to discuss a grievance with the grievant and/or other employees immediately concerned in preparation for presentation of a grievance.
- 6.3.5 The grievant also has a right to release time for presentation of a grievance and for up to one-half hour's preparation time to conference with the Job Steward.

Article 7. DEFINITIONS

- 7.1 **“Allocation”** is the placement of a class of employees on a specific salary schedule range or rate.
- 7.2 **“Class”** is any group of positions sufficiently similar in duties, responsibilities, and authority that the same job title, minimum qualifications, and salary range are appropriate for all positions in the class.
- 7.3 **“Class Description”** is the description of the duties, responsibilities, minimum qualifications, and authority of positions in a class.
- 7.4 **“Classification”** is the act of placing a position in a class. Each position in the certificated service shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a statement of specific duties required to be performed in each such position, and the regular hourly or monthly salary range for each such position.
- 7.5 **“Demotion”** is a change in assignment of an employee from a position in one class to a position in another class that is allocated to a lower salary range.
- 7.6 **“Derogatory Materials”** are materials which contain unfavorable comments, letters of correction or direction, letters of reprimand, unfavorable evaluations, disciplinary notices or any material which reflects unfavorably on the employee.
- 7.7 **“Displacement Right”** is the right of an employee, under certain conditions, to displace an employee with less seniority in a class.
- 7.8 **“Health and Welfare Benefits”** means any form of insurance or similar benefit programs, including, but not limited to, medical, hospitalization, surgical, prescription drug, dental, optical, psychiatric, life, disability, prepaid legal, or income protection insurance, or annuity programs.
- 7.9 **“Hire Date Seniority”** is established by the first day of paid service in a bargaining unit position.
- 7.10 **“Incumbent”** is an employee assigned to a position and who is currently serving in, or on leave from, the position.
- 7.11 **“Industrial Accident or Illness”** is an injury or illness arising out of, or in the course of, employment with the Superintendent.
- 7.12 **“Involuntary Demotion”** is a demotion without the employee’s voluntary written consent.
- 7.13 **“Leave and Transfer Policies”** means any policy concerning any form of employee leave or transfer, including, but not limited to, sick leave, vacations, personal leave, industrial accident or illness leave, holidays, training leave, or transfer of an employee from one site to another.
- 7.14 **“Minimum Qualifications”** are qualifications mandated for the position and which must be possessed by an employee before he/she can be considered for employment in a specific class.

- 7.15 “Notice”** – Whenever notice is required under this Agreement, notice to the Superintendent shall be by personal delivery or First Class Mail to the Office of the Superintendent. Notice to AFSCME shall be by personal delivery or First Class Mail to the President of the local chapter and the AFSCME Business Agent.
- 7.16 “Permanent Employee”** is a regular certificated employee who successfully completes an initial probationary period, which shall consist of two complete consecutive school years in a position or positions requiring certification qualifications and reelection for the next succeeding school year in a position requiring certification qualifications pursuant to Education Code §§44929.21(b), 44929.23(b). An employee must serve at least 75% of a school year to be credited for a year of service. Education Code §44908.
- 7.17 “Probationary Employee”** is a regular certificated employee who has not been employed for the required length of time to be classified as a permanent employee pursuant to Education Code §§44915, 44929.21, and has not been classified as a temporary or substitute employee.
- 7.18 “Promotion”** is a change in the assignment of an employee from a position in one class to a position in another class with a higher salary range.
- 7.19 “Reclassification”** means the upgrading of a position to a higher classification as a result of the gradual increase of the duties being performed by the incumbent in such position
- 7.20 “Reemployment”** is the return to employment of a permanent certificated employee within 39 months of resignation, Education Code §44931, or the return to employment of a certificated employee who has been laid off and who has been placed on a reemployment list, Education Code §§44956, 44957.
- 7.21 “Reemployment List”** is a list of names of persons who have been laid off pursuant to Education Code §44955 arranged according to seniority date.
- 7.22 “Regular Employee”** is any certificated employee, whether permanent, probationary, full-time or part-time, who is not classified as a substitute or temporary employee.
- 7.23 “Safety Conditions of Employment”** means any work related condition affecting the health, safety, or welfare of the employee.
- 7.24 “Certificated Employee”** means any person employed in a position requiring certification qualifications.
- 7.25 “Probationary Period”** consists of two complete consecutive school years in a position or positions requiring certification qualifications and reelection for the next succeeding school year in a position requiring certification qualifications pursuant to Education Code §§44929.21(b), 44929.23(b). An employee must serve at least 75% of a school year to be to be credited for a year of service. Education Code §44908.

Article 8. HOURS AND OVERTIME

8.1 Workweek

The workweek for regular full-time employees shall consist of five (5) consecutive days, Monday through Friday, of eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the Superintendent, except as provided for in section 8.6. The workweek beginning Monday and ending Friday may be changed by mutual agreement of the employee, union, and the employee's supervisor but the five (5) workdays must be consecutive. When a position is vacated or created, the current workweek of Monday through Friday may also be changed by the Superintendent providing the five (5) workdays are consecutive.

8.2 Workday

The length of the workday shall be designated by the Superintendent for each certificated assignment in accordance with the provisions set forth in this Agreement. At the time of employment, each employee in the bargaining unit shall be assigned a fixed, regular, and ascertainable minimum number of hours. The specific fixed hours (not including the number of hours) may be changed by the Superintendent or designee on thirty days advance notice to the employee.

8.3 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with Layoff procedures pursuant to Education Code § 44955. AFSCME does not waive its right to negotiate the decision to reduce hours.

8.4 Adjustment of Assigned Time

If a certificated employee's working hours are increased for a period of 20 consecutive working days or more, the employee shall be granted benefits on the basis of hours actually worked for the period of time the employee's working hours are in excess of his minimum number of hours set pursuant to §8.2 above.

8.5 Rest Periods and Meal Periods

- 8.5.1 All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period at the rate of fifteen (15) minutes per three and three quarters (3.75) hours worked or major fraction thereof.
- 8.5.2 Specified rest periods may be designated when the operations of the Superintendent require someone to be present at the employee's work site at all times. The times of such staggered rest periods shall be mutually agreed upon between employees and their Supervisors.

- 8.5.3 All bargaining unit employees working six (6) hours or more per day shall have a scheduled unpaid meal period of not less than thirty (30) minutes at approximately the middle of the workday.
- 8.5.4 The Superintendent may designate staggered lunch breaks when the operations of the Superintendent require someone to be present at the employee's work site at all times.

8.6 Overtime

All overtime hours as defined in this section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay of the employee for all work required or permitted. Overtime is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week.

- 8.6.1 All employees regularly assigned less than eight (8) hours per day shall be paid straight time for extra hours worked up to a total of eight (8) hours per day and overtime for all hours worked in excess of eight (8) hours per day.
- 8.6.2 When a certificated employee is requested to work on any paid holiday, he/she shall be paid compensation in addition to the regular pay received for the holiday, at the rate of time and one half his/her regular rate of pay.
- 8.6.3 Compensatory Time – A manager may offer the employee the opportunity to take compensatory time off in lieu of overtime pay. If offered, the employee may choose overtime pay or compensatory time. An employee does not have a right to compensatory time in lieu of overtime, unless offered by the manager. Any compensatory time shall be at the rate of time and one-half. Compensatory time shall be taken by the last day of the month following the month accrued except compensatory time accrued in June must be taken by June 30. Any compensatory time not taken by the deadlines shall be submitted to payroll as overtime on a time sheet and submitted to payroll by the first work day of the following month. Each manager who offers compensatory will keep a record of the affected employees' compensatory time accrued and taken. The record will be made available to the affected employee(s) upon request.

8.7 Minimum Call-In Time

Any regular employee called in to work on a day when the employee is not scheduled to work shall receive a minimum of three (3) hours pay at the appropriate rate of pay under this Agreement.

8.8 Right of Refusal

Any employee shall have the right to reject any offer or request for overtime, or call back or call-in time except when no qualified employee agrees to a request for overtime. Any employee of the bargaining unit who does not desire to work overtime or be called back or called in shall so inform his/her supervisor. After reasonably looking at available alternatives, the supervisor may require an employee to work overtime.

- 8.8.1 Any employee may decline to discuss work with a supervisor on the telephone, email, or by text messaging during non-work hours, without fear of retribution.

8.9 Hours Worked

For the purpose of computing the number of hours worked, all time during which an employee is in paid status shall be construed as hours worked.

8.9.1 Teachers in AFSCME certificated bargaining unit who work 7 hours be increased to 8 hours to include prep time. All 8-hour employees shall receive daily prep time.

8.10 Flex Time

Flex time is a one-time adjustment of starting and/or ending work hours, or a brief absence from work, on a specific day or days at the request of the employee. Flex time does not involve overtime.

8.10.1 Flex time may only be worked with advance approval of the manager who may grant or deny the request. The supervisor and the employee shall work together to ensure that the employee is able to work and take off the necessary time within five (5) workdays.

8.10.2 Requests for flex time due to unforeseen circumstances may be requested by the employee by contacting the supervisor directly. If direct contact is not made, the employee will e-mail the supervisor and director describing the circumstance, the amount of time worked and when the employee plans to take the time off within five (5) workdays. The manager may grant or deny these types of requests.

8.10.3 Flex time shall be reported in increments of 15 (fifteen) minutes and shall be taken off in increments of 15 (fifteen) minutes. Flex time shall not be accrued beyond the five (5) workdays. In the event, the employee is not allowed to take off the agreed upon time, the employee shall be compensated in accordance with Article 8.6 "Overtime". Any flex time not made up by the employee within the five (5) workdays, the employee's pay will be docked. Each supervisor or manager who approves flex time will keep a record of the affected employee's flex time. The record shall be made available to the affected employee upon request.

Article 9. PAY AND ALLOWANCES

9.1 Regular Rate of Pay

The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class as provided for in Appendix A, which is attached hereto and by reference incorporated as a part of the Agreement.

9.1.1 Longevity Pay (Special Compensation) - Upon completion of 10 years service – 2% will be added to the base salary.

9.2 Frequency – Once Monthly

All employees in the bargaining unit shall be paid once per month payable on or before the last working day of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding workday.

9.2.1 Employees who are on less than 12 months contracts may choose to receive their yearly salary in 12 checks by notifying the Payroll department within the deadlines set by that department. This does not apply to persons who start after the beginning of the calendar to which their position is assigned.

9.3 Payroll Errors

Any payroll error for an employee in the bargaining unit shall be corrected not later than 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.

9.4 Lost Warrants

Any payroll warrant for an employee in the bargaining unit which is lost after receipt or which is not delivered within seven (7) days of mailing, if mailed, shall be replaced not later than three (3) working days following the employee's notice to the payroll department for replacement of the warrant, and the employee's signing an agreement that if the warrant is found, the employee will return it uncashed or if the warrant is cashed by the employee or deposited to the employee's account, the employee authorizes YCOE to deduct the amount from the next payroll warrant.

If the Yolo County Office of Education receives notice that a check previously reported lost has been cashed, Yolo County Office of Education shall immediately notify the employee of that fact and that the amount will be deducted from the employee's next paycheck unless the entire amount is repaid prior to the next pay day.

9.5 Pay Increases

9.5.1 Each employee shall receive a 5% one-time lump sum payment based on a unit member's current 2021-22 annual salary placement (unit member must have been employed during

the 2021-22 school year and is returning for the 2022-23 school year). Salaries of all AFSCME represented employees shall be increased by 5% effective July 1, 2022.

9.6 Promotion

Any employee in the bargaining unit receiving a promotion under the provisions of this Agreement shall be moved to the appropriate range and the lowest step on that range which shall result in at least a five percent (5%) increase in pay, but no higher than the highest step in the new range. Additional steps shall be granted for years of comparable experience.

9.7 Demotion

Any employee in the bargaining unit receiving a demotion under the provisions of this Agreement shall be moved to the appropriate range and the same step which he/she held on the higher range.

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. This amount shall be payable in a separate warrant drawn against YCOE Head Start/Early Head Start funds.

9.9 Meals

Any employee in the bargaining unit who, as a result of work assignment or approved conference or workshop attendance, is required to be away from the YCOE will be reimbursed for meals in accordance with current policy, unless the cost of the meal is included in the registration fee.

9.10 Lodging

Any employee in the bargaining unit who, as a result of work assignment or approved conference and workshop attendance, must be lodged away from home shall be reimbursed for the actual cost of lodging. Receipts are required for all lodging reimbursements.

9.11 Out-of-Class Pay

Any employee required to work out of class in a higher classification for a period of more than five (5) working days in a fifteen (15) calendar day period will receive a 5% increase for all hours worked out-of-class, when such work is requested by the supervisor, manager or director.

9.11.1 Notwithstanding the foregoing, if an employee is temporarily assigned to a position in another classification, which would be considered a promotion, for thirty (30) calendar days or more, the employee will be paid in accordance with section 9.6 commencing with the first day of the assignment.

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.

9.13 Recommendations for Budget Development

YCOE and AFSCME agree to participate in a collaborative discussion to provide recommendations related to the program needs, i.e. materials, supplies, etc., for the upcoming school year. The participants shall consist of two representatives of AFSCME including one member of the classified bargaining unit and one member of the certificated bargaining unit and two representatives of YCOE. The participants shall meet prior to the start of the program budget development planning sessions.

9.14 Additional Salary Schedule Step

An additional step (Step 5) shall be added to the certificated salary schedule effective July 1, 2018.

9.15 Bilingual Stipend

YCOE may designate bilingual positions according to the following beginning with the 2016-17 fiscal year:

9.15.1 Assessment

The Human Resources office shall assess bilingual skills. To qualify for a bilingual stipend, a person must demonstrate fluent oral skills and minimal written skills.

9.15.2 Stipend

The bilingual stipend shall be 5% of base pay per year. YCOE may designate bilingual positions which require bilingual skills (oral and written) to be used a minimum of 30% (thirty percent) of the work year as a requirement of the assignment. Such designation shall be for one year periods. In the first six weeks of each school year, YCOE shall designate the positions for the year. The affected employees shall be notified and a list shall be provided to AFSCME. Additional short-term positions may be designated by management after the sixth week of the new school year. If an employee feels that he/she is doing work which entitles him/her to bilingual pay, the employee may present a request to his/her manager for review. The duties of a bilingual position may include interpreting (oral) at meetings and may include preparing a brief written note at such meetings.

9.15.3 Not Part of Base Pay

A bilingual stipend shall not be considered part of base pay for computation of salary on transfer or promotion.

9.16 Initial Salary Schedule Placement

New employees shall be placed on the appropriate step in accordance with YCOE approved previous work experience with initial step placement up to step 2.

9.17 Credit for Advanced Degree

Master's Degree increment shall be salary schedule placement plus five hundred dollars (\$500.00).

Article 10. EMPLOYEE EXPENSES AND MATERIALS

10.1 Uniforms

The Superintendent shall pay the full cost of the purchase of smocks and aprons, identification badges, emblems, and cards required by the Superintendent to be worn or used by bargaining unit employees.

10.2 Replacing or Repairing Employee's Property

The Yolo County Office of Education shall reimburse employees for any loss, damage or destruction of personal equipment, with the exception of hand tools or other equipment normally provided by the employees in the course of their duties, if such equipment has been approved for use by the employee's supervisor prior to loss, damage, or destruction. Should any employee suffer destruction or damage to eyeglasses as a result of student behavior, YCOE shall reimburse the employee for replacement costs not covered by insurance on receipt of proof that loss occurred as a result of such behavior.

10.3 Safety Equipment

Should the employment duties of an employee in the bargaining unit reasonably require use of any equipment or gear to insure the safety of the employee or others, the Superintendent agrees to furnish such equipment or gear.

10.4 Hold Harmless Clause

To the extent allowed by applicable sections of the Government Code, Education Code, Title V California Code of Regulations, and adopted Policies, the Superintendent agrees to defend the employees represented by AFSCME, Yolo Head Start Chapter, for any action while performing regularly assigned duties for the Yolo County Office of Education. The Superintendent will not provide for the defense of Civil Actions brought against employees if the act or omission of the employee was not in the course of his/her employment; if the employee acted or failed to act because of actual fraud, corruption, or actual malice; if the employee did not use legally defensible action; or if the defense of the action by the Superintendent would create a conflict of interest between the Superintendent and the employee. The Superintendent will not provide for defense of an employee in any criminal action.

10.5 Tools

The YCOE shall provide all the tools necessary for an employee to accomplish his/her duties.

10.6 Medical Examinations

The Superintendent agrees to provide the full cost of any medical examination, examinations for tuberculosis which are required every four years and immunizations of regular employees when directed by the employee's supervisor. (This does not include required licensing examinations.)

Article 11. FRINGE BENEFITS/RETIREMENT CONTRIBUTION

11.1 Employees and Dependent Insurance Coverage

YCOE will offer a plan of insurance which includes medical, dental, life and vision insurance. Changes in carriers or providers shall be subject to negotiations between the parties. If YCOE is unable to continue in a current plan and the parties are unable to reach agreement on a new plan within thirty (30) days prior to the expiration date, the YCOE shall have the right to select a new plan with comparable benefits.

11.1.1 State Disability Insurance shall be instituted for all members of the bargaining unit, at the employee's expense, effective as soon as possible, but not later than July 1, 2008 (subject to SDI conditions). Premiums for this insurance shall be deducted from the employee's pay.

11.2 Paid Benefits – Full-Time Employees

Commencing July 1, 2022, YCOE will contribute up to \$750 monthly (\$9,000 annually) per full-time unit member toward the cost of health and welfare benefits as provided in 11.1.

11.3 Part-Time Employees

11.3.1 Employees who work at least twenty (20) hours per week shall be entitled to participate in health and welfare benefits with the YCOE contributing fifty percent (50%) of the monthly cap.

11.3.2 Part-time employees who work at least thirty (30) hours per week shall be entitled to participate in health and welfare benefits with the YCOE contributing 87.5% of the cost of the monthly cap commencing July 1, 2018.

11.4 Employees on Unpaid Leave

Employees on unpaid leave may continue to be covered under the YCOE fringe benefit program at their own cost.

11.5 IRC 125 Plan

Bargaining unit members may participate in YCOE's existing IRC 125 plan (Appendix H).

11.6 Health Committee

YCOE and AFSCME agree to participate in an office-wide committee to explore health insurance coverage related issues. The committee shall consist of two representatives of AFSCME. The committee shall meet as necessary to propose and/or review changes in health insurance carriers, health plans and other benefit-related issues.

Article 12. HOLIDAYS

12.1 Scheduled Holidays

The Superintendent agrees to provide all employees in the Bargaining unit with the following paid holidays:

- 12.1.1 New Year's Day
- 12.1.2 Martin Luther King Day
- 12.1.3 Lincoln Day
- 12.1.4 President's Day
- 12.1.5 Memorial Day
- 12.1.6 Juneteenth Day
- 12.1.7 Independence Day
- 12.1.8 Labor Day
- 12.1.9 Admission Day or other substitute holiday as designated by the Superintendent.
- 12.1.10 Veteran's Day
- 12.1.11 Thanksgiving Day
- 12.1.12 The Friday following Thanksgiving Day
- 12.1.13 Christmas Eve
- 12.1.14 Christmas Day

12.2 Substitute Holidays

The Superintendent may designate other days for holidays set forth in sections 12.1.3, 12.1.4, 12.1.5 and 12.1.10.

12.3 Holidays on Saturday or Sunday

- 12.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. When a holiday falls on Sunday, the following workday not a holiday shall be deemed to be that holiday.
- 12.3.2 The operation of this section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

12.4 Holiday Eligibility

Except as otherwise provided in this Article, an employee must be in paid status on the working day immediately preceding or succeeding the holiday to be paid for the holiday.

- 12.4.1 Employees in the bargaining unit who are not normally assigned to duty during the school holidays of December 24, 25 and January 1, shall be paid for those holidays provided that they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period.

Article 13. VACATION PLAN

13.1 Eligibility

All employees in the bargaining unit shall earn paid vacation time under this article. Vacation benefits are earned on a fiscal year basis: July 1 – June 30.

13.2 Paid Vacation

Employees shall be credited with a full year's vacation on July 1 of each fiscal year. (Employees hired after July 1 shall be credited with a prorated amount for the remainder of the fiscal year.) During the fiscal year, the employee will earn vacation as set forth in Section 13.3. An employee may be granted vacation during the fiscal year from the allotment credited on July 1. However, if an employee is terminated and has been granted vacation which was not yet earned at the time of termination, the Superintendent shall deduct from the employee's final check the full amount of salary which was paid for such unearned days of vacation taken.

13.2.1 Employees shall have their vacation pay included in their monthly pay warrant. Vacation days are taken only during spring break and winter break.

13.2.2 Employees who are assigned to calendars without a spring break or winter break shall schedule vacation during their work year.

13.3 Accumulation

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

13.3.1 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 commencing July 1, 2006.

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.

13.4 Vacation Pay

Pay for vacation days for all bargaining unit employees shall be the same as that which the employee would have received had he/she been in working status.

13.5 Vacation Pay Upon Termination

When an employee in the bargaining unit is terminated for any reason, he/she shall be entitled to all vacation pay earned and accumulated, but unused, up to and including the effective date of the termination.

13.6 Vacation Carry-Over

Any employee in the bargaining unit who has been employed for more than one (1) year may elect to carry over twenty (20) days of vacation to the following fiscal year. Any employee projected to have more than twenty (20) days accumulated vacation as of June 30 of any year, shall schedule himself or herself to take sufficient vacation to bring his/her accrued vacation to the twenty (20) days allowed for carry over by June 30.

If the employee has not scheduled the days in excess of twenty (20) by January 1st, he/she will meet with his/her manager by February 1st to schedule the vacation time within allowable limits as of June 30. If an employee is not permitted to use vacation (after having requested vacation during time available for his/her department) and there is not sufficient time before June 30 to reschedule vacation, the employee shall be paid cash for the excess accumulation or allowed to carry over the excess days by mutual agreement.

If the employee has not met with his/her manager and scheduled vacation as set forth above, neither cash payment nor additional carry over will be available.

13.7 Holidays

When a holiday falls during the scheduled vacation of any bargaining unit employee, the holiday day shall not be charged against the employee's accrued vacation.

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 submit vacation requests by June 15 for the following fiscal year.

13.9 Interruption of Vacation

An employee in the bargaining unit shall be permitted to interrupt or terminate vacation leave in order to begin another type of paid leave provided by this Agreement without a return to active service, provided the employee supplies notice and supporting information regarding the basis for such interruption or termination of the vacation leave to the Superintendent or designee.

Article 14. LEAVES

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 three (3) days or not more than five (5) days if the death occurs out of state or outside a radius of 300 miles from the YCOE office. The immediate family is defined to include husband, wife, mother, father, sister, brother, son, daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-mother, step-father, step-son, step-daughter, foster son, foster daughter, brother-in-law, sister-in-law, grandparent, grandchild, or any relative of either spouse living in the immediate household of the employee. Within ten (10) days of returning, the employee shall provide 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.

14.2 Jury Duty

An employee shall be entitled to a leave without loss of pay for any time the employee is required to perform jury duty. Any meal, mileage, and/or parking allowance paid to the employee by the County for jury duty need not be turned over to the Superintendent.

14.3 Military Leave

An employee shall be entitled to any military leave provided by law and shall retain all rights and privileges granted by law arising out of the exercise of military leave.

14.4 Sick Leave

Unit members shall be entitled to paid sick leave benefits.

14.4.1 A twelve (12) month employee employed five (5) days a week shall be granted twelve (12) days paid leave of absence for each fiscal year of service for illness or injury, exclusive of all days he/she is not required to render service to the Superintendent.

14.4.2 An employee, employed five (5) days a week, who is employed for less than a full fiscal year is entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of months he/she is employed bears to twelve (12).

14.4.3 A twelve (12) month employee employed less than five (5) days per week shall be entitled to that proportion of twelve (12) days leave of absence for illness or injury as the number of days he/she is employed per week bears to five (5). When persons are employed for less than a full fiscal year of service, this and the preceding paragraph shall determine that proportion of leave of absence for illness or injury to which they are entitled.

14.4.4 Pay for any day of such absence shall be the same as the pay which would have been received had the employee rendered services during the day of illness.

- 14.4.5 At the beginning of each fiscal year, the full amount of eligible sick leave granted under this section shall be credited to each eligible employee with the following exceptions:
- 14.4.5.1 A new employee shall not be eligible to take more than six (6) days sick leave until the first day of the calendar month after completion of six (6) months of active service with the Yolo County Office of Education.
- 14.4.6 Disabilities because of pregnancy shall be treated as an illness for the purpose of sick leave. Such leave shall not be used for child-caring, child-rearing or preparation for child-bearing but shall be limited to those disabilities set forth above.
- 14.4.7 If an employee does not take the full amount of leave allowed in any year under this section, the amount not taken shall be accumulated from year to year.
- 14.4.8 All employees are eligible to convert any accumulated unused sick leave upon retirement to retirement credit in accordance with Education Code §22717 and the Rules and Regulations of the State Teachers Retirement System.
- 14.4.9 Each employee may use any of his/her accrued sick leave in the case of illness or injury of a member of the employee's family as defined in section 14.1 when the presence of the employee is necessary. Such leave shall be charged to the employee's sick leave. In addition, an employee may utilize sick leave for the illness of a relative other than those included in section 14.1, or a person permanently residing in the home of the employee if the Director of Human Resources gives prior approval.

14.5 Industrial Accident and Illness Leave

In addition to any other benefits that an employee may be entitled to under the Workers' Compensation laws of this State, employees shall be entitled to the following benefits:

- 14.5.1 An employee suffering an injury or illness arising out of, and in the course and scope of, his/her employment shall be entitled to a leave of up to sixty (60) working days in any one (1) fiscal year for the same accident or illness. This leave shall not be accumulated from year to year, and when leave will overlap a fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred.
- 14.5.2 Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation laws of this state, exceed the normal wage of the day.
- 14.5.3 The industrial accident or illness leave is to be used in lieu of normal sick leave benefits. When entitlement to industrial accident or illness leave under this section has been exhausted, entitlement to other sick leave, vacation or other paid leave may then be used. If, however, an employee is still receiving temporary disability payments under the Workers' Compensation laws of this state at the time of the exhaustion of benefits under this section, he/she shall be entitled to use only so much of his/her accumulated and available normal sick leave and vacation leave which, when added to the Worker's Compensation award, provides for a day's pay at the regular rate of pay.

14.5.4 Any employee absent from duty because of an Industrial Accident or Illness Leave, who has used all available leave pursuant to this Agreement and is unable to return to duty, may be granted a leave of absence without pay for further recuperation. At the expiration of the leave referred to in this paragraph, if the employee is able to return to work, he/she shall be reinstated in his/her position.

14.5.5 When all available leaves of absence, paid or unpaid, have been exhausted and if the employee is not medically able to assume the duties of his/her position, the employee shall be placed on a reemployment list for a period of 24 months if he/she is probationary or 39 months if he/she is permanent. When the employee is medically able, during the 24 or 39-month period, the person shall be employed in a vacant position in the class of the his/her previous assignment over all available candidates except for a reemployment list established because of lack of layoff, in which case the person shall be listed in accordance with appropriate seniority regulations (Education Code §44978.1).

14.6 Entitlement to Other Sick Leave

When a certificated employee has exhausted all available sick leave and continues to be absent from duties on account of illness or accident for an additional period of five (5) school 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 or, if no substitute was employed, the amount which would have been paid the substitute had he or she been employed. The sick leave and the five month period shall run consecutively. (Education Code §44977.)

14.7 Break in Service

14.7.1 No absence under any paid leave provisions of this Article shall be considered as a break in service for any employee who is in paid status, and all benefits accruing under the provisions of this Agreement shall continue to accrue under such absence.

14.7.2 No period of voluntary absence of less than 120 calendar days shall be considered a break in service for the purposes of earning seniority under this Agreement.

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 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 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.

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. 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.

- 14.10.1 The YCOE shall not refuse to do any of the following solely because of an employee's pregnancy:
 - 14.10.1.1 Hire or employ
 - 14.10.1.2 Bar or discharge her from employment
 - 14.10.1.3 Bar her from training programs, reassignment or promotion
 - 14.10.1.4 Discriminate against her in compensation or in terms, conditions, or privileges of employment.
- 14.10.2 An employee who is absent from duty for the placement of a child with an employee in connection with the adoption or foster care is eligible for parental leave.
- 14.10.3 An employee who is absent from duty to care for his/her child or the mother of his/her child at the time of birth is eligible for parental leave.
- 14.10.4 An employee does not have to be married in order to qualify for the benefits provided in this section.
- 14.10.5 Upon request, the Superintendent may as an alternative to or in combination with parental leave, provide an employee who is a natural, adopting or foster parent an

unpaid leave of absence for the purpose of bonding with his/her child. Such leave shall remain in effect no longer than the end of the sixth month following the birth, adoption or initial foster care period of the child. An employee shall notify the Superintendent that he/she desires to take such leave at least four (4) weeks prior to the anticipated date on which the leave is to commence.

14.11 General Leaves

When no other leaves are available, a leave of absence may be granted to an employee on a paid or unpaid basis at any time upon terms acceptable to the Superintendent and the employee, the final approval of such leave to be made by the Superintendent.

14.12 Retraining and Study Leave

Unit members may request unpaid leave for the purposes of study and/or retraining. This leave shall be a permissive benefit.

14.12.1 A leave of absence for study/retraining may be granted to any member of the bargaining unit.

14.12.2 The Superintendent shall prescribe standards of service which shall entitle the employee to the leave of absence.

14.12.3 Any leave of absence granted under this policy shall not be deemed a break in service for seniority purposes; however, such leave shall not be included in computing service for the granting of any subsequent leave of this type, nor shall employee earn vacation pay, sick leave, holiday pay, or other benefits provided under this Agreement.

14.13 Family Care Leave

Employees may apply for Family Care Leave pursuant to the Family Care Leave Policy.

14.14 Prior Notice, Permission and Verification of Absences

14.14.1 Bereavement Leave

14.14.1.1 Employee shall notify the employee's supervisor on or before the first day of leave.

14.14.1.2 Verification shall be provided as set forth in section 14.1.

14.14.2 Jury Duty

14.14.2.1 Employees shall notify the employee's supervisor at least three (3) days in advance (or as soon as notified if notice is received less than three days before the commencement) of jury duty.

14.14.2.2 Employee must attach verification of jury duty (e.g. notice or other documentation) to the absence request form.

14.14.3 Sick Leave

- 14.14.3.1 Employee shall notify the personnel office 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.

14.14.4 Personal Necessity Leave

- 14.14.4.1 Personal necessity leave absences for death of an immediate family member accident or illness, or appearance in court must be verified by providing information explaining the reason in the comment section of the absence request form and a subpoena or other verification must be attached for court appearances.
- 14.14.4.2 Personal necessity leave for other reasons must be approved by the Human Resources Office prior to taking the leave. Employees are not authorized to take personal necessity leave for other reasons unless they have received prior approval in advance. Notice of approval must be in writing.

14.14.5 Personal Business Leave

- 14.14.5.1 Personal business leave is not authorized unless the employee receives prior approval of the immediate supervisor. Notice of approval must be given in writing.

14.14.6 Maternity Leave

- 14.14.6.1 Requests for maternity 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 leave.

14.14.7 General Leaves

- 14.14.7.1 Requests for general leave must be submitted as far in advance as possible and shall include the reasons for the request. Written approval of the Superintendent or designee is required before such leave can be granted.

14.14.8 Abuse of Leave

14.14.8.1 Employees who do not comply with contractual procedures regarding leaves shall be subject to discipline.

14.14.8.2 YCOE may request verification of reasons for any absence if there is reason to believe there has been abuse of leave.

14.15 Emergency Leave

An employee may be granted up to three days of unpaid leave for a bona fide emergency if the employee has no other leaves available. Prior approval of the employee's immediate supervisor is required.

Article 15. HIRING

15.1 Distribution of Job Information

Upon initial employment and each change in classification, each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, days per week, and months per year.

15.2 Itinerant Employees

YCOE may designate an employee as an itinerant at the time of hire, or with the consent of a current employee and AFSCME. Itinerant employees may be temporarily transferred to other work sites or locations for periods of from one to 30 days.

15.3 Student Employees

The Superintendent shall not employ any student under any secondary school or college work-study program, or in any state or federally funded work experience program in any position that would directly affect the rights of AFSCME or of any employee in the bargaining unit. The Superintendent may employ students (paid or unpaid) in specific programs designed to provide students with unique, real life, school-to-work programs aimed at integrating students into the work force. The purpose of such programs is to provide students with necessary skills and experience to obtain future employment. Such student employees shall be considered short term employees. YCOE and AFSCME agree to form a committee to establish guidelines and criteria for this program with a recommendation to be given to the Superintendent.

Article 16: TRANSFER

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, 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. 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. 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 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 seniority.

Article 17. PROMOTION

17.1 First Consideration

Employees who meet the qualifications for a position which may be considered a promotion within the unit, shall be given first consideration in filling the position before applicants from outside the YCOE are considered for filling the position. First consideration shall mean that promotional applicants who qualify shall be interviewed before any outside applicants.

17.2 Posting of Notice

17.2.1 Notice of all job vacancies shall be posted at the YCOE administration office, on the YCOE website, distributed to employees via email, at the Head Start administration office and Head Start Lincoln Center.

17.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time employees may file for the vacancy. Any employee on layoff during the period of the posting shall be mailed a copy of the notice by First Class Mail on the date the position is posted.

17.3 Notice Contents

The job vacancy notice shall include the job title, brief description of the position and duties, the minimum qualifications required for the position, the assigned job site, the number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position, the salary range, and the deadline for filing to fill the vacancy.

17.4 Filing

Any employee in the bargaining unit may file for the vacancy by submitting written notice to the Superintendent or designee within the filing period. Any employee on leave or vacation may authorize his/her Shop Steward to file on the employee's behalf. The employee may inform the Human Resources department that he/she wishes his/her original application in his/her personnel file to be considered an application for the vacancy or may submit a new application. It is the responsibility of the employee to submit materials to be considered in filling the vacancy. If no such designation or materials are filled, the selection process will consider only material in the employee's personnel file.

17.4.1 The Superintendent may promote any employee who files for the vacancy and meets the qualifications; however, promotional applicants may be required to go through the normal testing and interview process. If the YCOE determines to hire a promotional applicant and there are two (2) or more qualified promotional applicants who have identical qualifications, the employee with the greatest seniority who best meets that specific requirements and/or experience for the position shall be promoted.

Article 18. CLASSIFICATION AND CHANGES IN CLASSIFICATION

18.1 Placement in Designated Classification Title

Each certificated employee of the Superintendent shall, when employed, be placed in the designated classification title according to the job description developed for the area of assignment.

18.2 Newly Created Classes of Positions

All newly created classes of certificated positions within the Head Start/Early Head Start Program, unless specifically exempted by law or by negotiated agreement, shall be assigned to the bargaining unit for representation.

18.3 Procedure for Classification Change

Classification Change on salary schedule from Range 36 to Range 38 for teachers and itinerant teachers for attaining a Bachelor's Degree. Unit members must file a request for classification change by February 20th for the next fiscal year. All work must be verified by September 1st. All verified salary adjustments will be retroactive to July 1 and effective on the September 30th payroll.

18.4 Verification of Completion

Each teacher is responsible for providing verification of all work by submitting transcripts, grade cards or written verification by the instructor by the date set in 18.3 above.

Article 19. LAYOFF AND REEMPLOYMENT, EFFECTS OF LAYOFF

19.1 Layoff Procedure

When YCOE proceeds with a layoff and/or reemployment in accordance with the statutory requirements of Education Code §8366, et seq., (Appendix I) the following provisions shall apply.

19.1.1 Notice to the Union

Within seven (7) calendar days of adoption of the required resolution by the Superintendent, YCOE shall notify AFSCME of this action, in writing.

19.1.2 Upon written request from AFSCME, YCOE shall provide AFSCME with a list of the positions to be eliminated as soon as such list is available.

19.2 Notice of Layoff

When, as a result of a bona fide reduction or elimination of the service being performed by any department, classified employees shall be subject to layoff for lack of work, or when there is a lack of funds, affected employees shall be given notice of layoff not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any and reemployment rights. Failure to give written notice to the affected employee(s) under the provisions of this section shall invalidate the layoff.

19.3 Entitlement to Leave and Fringe Benefits

19.3.1 After receipt of the layoff notice, employees to be laid off shall be permitted to use any available personal necessity leave for the purpose of seeking other employment.

19.3.2 Each noticed unit member who has utilized his/her allowable Personal Necessity Leave may apply to the Superintendent for up to two (2) additional days of paid leave, to be deducted from sick leave, for securing other employment.

19.3.3 A laid off unit member shall be entitled to YCOE paid fringe benefits through September following his/her layoff.

19.4 Reassignments Resulting from Layoff

Transfers and reassignments, due to effects of layoff, shall be pursuant to Article 16 of this Agreement.

19.5 Reemployment Rights Following Layoff

The YCOE shall periodically mail to AFSCME a list of existing vacancies for unit members with a list of the names of those people filling vacancies and copies of notices sent to laid off unit members.

19.5.1 Criteria for determining the order of layoff and reemployment of unit members having the same seniority date shall include:

19.4.1.1 type of permit

19.4.1.2 experience

19.4.1.3 excellence of evaluation

19.5.2 The YCOE shall place returning unit members in comparable position to those held at time of layoff.

19.6 Substitute Service

If in any school year, the laid off unit member serves as a substitute in any position requiring a permit, for twenty-one (21) school days or more within a period of sixty (60) school days, the compensation such employee receives for substitute service in that sixty (60) day period shall be at the same rate as he/she would receive if reemployed. The YCOE may not terminate such an employee from the substitute service to avoid paying the regular rate of pay.

19.7 Statutory Guarantees

Nothing set forth above shall preclude the YCOE's moving according to statutory timelines for layoff. Unless AFSCME requests to negotiate additionally over the effects of layoff within seven (7) calendar days of the receipt of notice pursuant to Section 19.1.1, the provisions of this article shall satisfy YCOE's obligation to bargain this topic during the term of this Agreement.

19.8 Seniority List

A seniority list of the classification(s) where layoff will occur shall be made available to AFSCME at least five (5) working days prior to sending out layoff notices to the affected employees and will be posted at the following work sites: YCOE administration office, Head Start administration office and Head Start Lincoln Center.

Article 20. DISCIPLINARY ACTION

Dismissal and Suspension of Certificated employees is regulated by the California Education Code. Grounds for dismissal and suspension of permanent certificated employees and the procedure for taking such action are set forth in Education Code §44932 et seq. Probationary employees may be released at the end of any school year pursuant to Education Code §44929.21. Probationary employees may be dismissed during the school year pursuant to Education Code §44948.3. Detailed procedures for notice and hearing are set forth in the Education Code.

Other actions which may be interpreted as disciplinary, such as demotion or involuntary reassignment for cause are subject to the contractual procedure.

Article 21. GRIEVANCE PROCEDURE

21.1 Definitions of Terms Used in This Article

- 21.1.1 **“Grievance”** is an allegation by AFSCME or by one or more unit members that there has been a violation of the specific provisions of this Agreement.
- 21.1.2 **“Grievant”** is a member of the bargaining unit, or group of members, or AFSCME making a claim pursuant to 21.1.1 above.
- 21.1.3 **“Party in Interest”** is a person or persons making a claim pursuant to 21.1.1 and/or a person necessary to resolve the claim.
- 21.1.4 **“Conferee”** is a person designated by any of the parties in interest to provide assistance or counsel at any step in the grievance process.
- 21.1.5 **“Day”** is any day which the YCOE is open for business.

21.2 Time Limits Specified in This Article

- 21.2.1 Time limits specified within each step of the grievance procedure may be modified by mutual agreement of all parties in interest.
- 21.2.2 Failure by the aggrieved to observe the time limits shall be deemed an acceptance of the previous answer to the grievance and a waiver of the right to pursue the grievance to later steps.

21.3 The Grievance Procedure

21.3.1 Informal Level

Within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance, he/she shall discuss the grievance with the appropriate site administrator or manager.

21.3.2 Level One

If the discussion does not resolve the grievance to the grievant’s satisfaction, he/she may submit the grievance formally in writing to the site administrator or manager within thirty (30) days after the grievant knew or should have known of the grievance. The site administrator or manager shall forward his/her written decision within five (5) days of receipt of the Level One grievance. A written grievance shall include:

- 21.3.2.1 A statement of the specific provision(s) of the agreement allegedly violated.
- 21.3.2.2 A brief statement of the facts which constitute the alleged violation, including the names of all persons involved and the times, places and events.

21.3.2.3 A statement of the specific actions which the aggrieved unit member desires that the YCOE take to remedy the grievance.

21.3.2.4 The date the informal meeting was held.

21.3.3 Level Two

If the grievant is not satisfied with the disposition of the grievance at Level One, or if no written decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance in writing to the Superintendent within five (5) days.

21.3.3.1 Within the ten (10) days after the receipt of the written grievance by the Superintendent, the Superintendent or designee will meet with the grievant, and association representative if desired by the grievant, in an effort to resolve it.

21.3.3.2 If a meeting is requested by the grievant, the Superintendent or designee shall inform the grievant in writing within five (5) days after such meeting of his/her decision. If no meeting is held, the Superintendent or designee shall inform the grievant in writing within ten (10) days after receipt of the written grievance of his/her decision.

21.3.4 Level Three

If the grievant is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within the time limits set forth above, the grievant may, within ten (10) days, request in writing that AFSCME submit the grievance to arbitration.

21.3.5 AFSCME, by written notice to the Superintendent within fifteen (15) days after the receipt of the request from the grievant, may submit the grievance to binding arbitration. If any question arises as to the arbitrability of the grievance, such question will be ruled upon by the arbitrator before hearing.

21.3.6 The parties shall mutually select an arbitrator from a list obtained from the American Arbitration Association by alternately striking.

21.3.7 The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted.

21.3.8 The decision of the arbitrator will be submitted to the Superintendent and the AFSCME and will be final and binding upon the parties to this Agreement, provided, however, that the award must conform to law, be justified upon the facts, and not add to, subtract from or modify the terms of the Agreement.

21.3.9 All costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses, and the cost of any hearing room shall be borne equally by the parties.

21.4 Miscellaneous Provisions Relating to This Article

- 21.4.1 No reprisals of any kind will be taken by the Superintendent or by any member or representative of the administration or AFSCME against any grievant, any party in interest, any member of AFSCME, or any other participant in the grievance procedure, by reason of such participation.
- 21.4.2 Bargaining unit members may represent themselves at all stages of the grievance procedure, or by a representative selected by the AFSCME, except arbitration. If a bargaining unit member is not represented by the AFSCME or its representative, the AFSCME shall be informed of any final resolution before it is implemented and may challenge it through this procedure if such resolution is alleged to be inconsistent with the provisions of this Agreement.
- 21.4.3 If a grievance arises from action or inaction on the part of a member of the administration at a level above the site administrator or appropriate manager, the grievant shall submit such grievance in writing to the Superintendent and the AFSCME directly and the processing of such grievance shall be commenced at Level Two. Any such grievance must be filed within twenty (20) days after the grievant knew or reasonably should have known of the circumstances which form the basis for the grievance.
- 21.4.4 Decisions rendered at Levels One and Two of this procedure shall be in writing setting forth the decision and the reasons therefore, and will be transmitted promptly to all parties in interest and to AFSCME.
- 21.4.5 Time limits for appeal provided in each level shall begin the day after receipt, by the grievant, of the written decision.
- 21.4.6 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.
- 21.4.7 Nothing contained herein shall limit the right of a unit member to discuss the grievance with any appropriate administrator informally and to have the grievance adjusted without the intervention of the AFSCME, provided such adjustment is not inconsistent with the provisions of this Agreement.
- 21.4.8 The processing of grievances shall be held, insofar as possible, at times other than school hours. When it is absolutely necessary to involve school time, action may be taken to minimize actual costs to all participating. The employer shall provide a substitute if a teacher's absence is necessary in the processing of a grievance.

Article 22. SAFETY

- 22.1 The Superintendent shall not require employees to work in unsafe conditions.
- 22.2 Should an employee feel that any unsafe and unhealthy condition exists, he/she shall inform his/her supervisor.
- 22.3 The YCOE will ensure that all bargaining unit employees will have the necessary safety protection for all blood borne pathogens. The YCOE will pay any expenses related to the above, including but not limited to inoculations and testing,

Article 23. SEVERABILITY

Savings Clause

If any provision of this Agreement or any application thereof to any employee is held by a court of competent jurisdiction or legislative action to be contrary to law, then such provision or application will be deemed invalid, to the extent required by such court decision, but all other unaffected provisions or applications shall continue in full force and effect.

Article 24. CONTRACT PROVISIONS

Support of Agreement

The AFSCME and YCOE recognize the duty and obligation of its representative to comply with provisions of this Agreement and to make every effort toward inducing all employees to do so. The AFSCME and the YCOE agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiate process.

Article 25. CONCERTED ACTIVITIES

25.1 No Strikes

It is agreed that and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the YCOE by employees during the term of this Agreement.

25.2 Violation

It is understood that in the event this Article is violated by a segment of the employees represented by AFSCME, the Superintendent shall be entitled to withdraw from the involved employees any rights, privileges, or services provided for in this Agreement.

25.3 Lockout

The Superintendent agrees that, during the term of this Agreement, there shall be no lockout to prohibit employees represented by AFSCME from performing their normal duties.

25.4 This Article is grievable pursuant to Article 21.

Article 26. NEGOTIATIONS

26.1 Notification and Public Notice

On expiration of this Agreement, notice of desire to negotiate a successor Agreement and of the initial proposal for such successor Agreement shall be provided by AFSCME to YCOE at least sixty (60) days prior to the expiration of this Agreement. The initial proposal of YCOE shall be provided by YCOE to AFSCME within thirty (30) days of the completion of the public hearing on the AFSCME proposal.

26.2 Commencement of Negotiations

Within fifteen (15) days of satisfaction of the public notice requirement, negotiations shall commence at a mutually acceptable time and place.

26.3 Release Time for Negotiations

AFSCME shall have the right to designate three (3) employees who shall be given reasonable release time to participate in negotiations.

26.4 Ratification of Additions or Changes

Any additions or changes in this Agreement shall not be effective unless reduced to writing and properly ratified and signed by both parties.

26.5 Completion of Meet and Negotiate

During the term of the Agreement, the parties expressly waive and relinquish the right to meet and negotiate, except as provided elsewhere in this Agreement, with respect to any subject or matter whether referred to or covered in the Agreement or not, including those subjects or matters which were proposed and later withdrawn by either party. The parties, upon mutual consent, may negotiate on any item within the scope of representation.

Article 27. MANAGEMENT RIGHTS

27.1 Rights

It is understood and agreed that the Yolo County Office of Education retains all of its power and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, those duties and powers are the exclusive right to: determine its organizational structure; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals and objectives; insure the rights and educational opportunities of students; determine the number and kinds of personnel required; maintain the efficiency of the Yolo County Office of Education's operation; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency. In addition, the Yolo County Office of Education retains the right to employ, classify, assign with job description, evaluate, promote, terminate and discipline employees subject to the provisions of the Education and Government Codes, Yolo County Office of Education policies, and this Agreement.

27.2 Limits

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Yolo County Office of Education, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the law.

27.3 Emergencies

In the event of an emergency, the Yolo County Office of Education retains its right to amend, modify or rescind policies and practices affected by the emergency for the duration of the emergency.

27.4 This Article is not subject to the Grievance Procedure.

Article 28. CATASTROPHIC LEAVE

- 28.1 When an employee or a member of his/her family, experiences a catastrophic illness or injury which requires the employee to take time off from work for an extended period of time and the employee has exhausted all available sick leave and other paid time off, he/she may request donations of accrued vacation or sick leave credits by submitting a request to the Executive Director of Human Resources.
- 28.2 In making such a request, the employee shall provide verification of the catastrophic injury or illness. Verification shall be made by means of a letter, dated and signed by the sick or injured person's physician, indicating the incapacitating nature and probable duration of the illness or injury.
- 28.3 Upon determination that the employee is unable to work due to his/her own or a family member's catastrophic illness or injury, the Executive Director of Human Resources shall send a notice to the Union President that donations have been requested by the employee. Any other *unit member* may donate accrued vacation or sick leave credit to the requesting employee by submitting a notice to the Executive Director of Human Resources. Donations shall be at a minimum of 8 hours and in one-hour increments thereafter.
- 28.4 To ensure that employees retain sufficient accrued sick leave to meet their own needs, donors shall not reduce their accumulated sick leave to fewer than 48 hours. All transfers of eligible leave credit shall be irrevocable.
- 28.5 The employee who is the recipient of the donated leave credits shall use those credits within 12 consecutive months. If donated credits are not used by the employee within 12 consecutive months, the credits shall be placed in a pool that will be available to the next eligible employee who requests *and qualifies for* catastrophic leave.

28.6 Definitions

For the purposes of this section, the following terms are defined as follows:

28.6.1 "Catastrophic illness" or "injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off creates a financial hardship for the employee because he/she has exhausted all of his/her sick leave and other paid time off. (EC§44043.5)

28.6.2 "Family member" means the spouse, child or parent of the employee or grandchild who is living in the employee's home and for whom the employee is the sole care provider.

28.7 This section will not be subject to Article 21 Grievance Process.

Article 29. COMPLAINT PROCESS

- 29.1 If any employee has complaints or concerns, which do not constitute grievances, the employee should bring the complaint or concern to the attention of the AFSCME Job Steward. The AFSCME Job Steward shall bring the complaint or concern to the joint Problem Solving Team at its next meeting. The joint Problem Solving Team usually meets monthly.
- 29.2 The joint Problem Solving Team will consist of the AFSCME President and one other Executive Board member as assigned by the President. This team will meet with the Executive Director of Human Resources and one other management representative.
- 29.3 This section will not be subject to Article 21 Grievance Process.**

SIGNATURES

FOR THE SUPERINTENDENT:

FOR THE UNION:

DATE: _____

DATE: _____