

Tentative Agreement

The Yolo County Office of Education And California School Employees Association Chapter #639

Amended July 1, 2024

The Yolo County Office of Education ("YCOE") and the California School Employees Association, and its YCOE Chapter #639 ("CSEA") (YCOE and CSEA collectively the "Parties") agree on May 3, 2023 to conclude successor contract negotiations for the 2022-2023, 2023-2024, and 2024-2025 school years, with amendments as follows for 2024-25 school year only:

2024-2025

- 1) The salary schedule will be increased by 80% of the final COLA for the 2024-2025 school year, effective July 1, 2024 (80% of the final funded COLA of 1.07% = 0.856%); AND
- 2) \$25 increase to the monthly employer contribution for health benefits (monthly from \$800 to \$825; annually from \$9,600 to \$9,900); AND
- 3) A one-time retention stipend of \$2,500 to all unit members actively employed anytime during the 2023-2024 school year that continue their employment with YCOE throughout the 2024-2025 school year. The stipend shall be paid in two payments, the first in November 2024 and the second in May 2025. Employees must be in active status when payments are issued. This is non-precedent setting and will be effective the 2024-2025 school year only and shall not be included in the collective bargaining agreement.
- 4) A one-time hiring bonus of **\$1,500.00** to each regular **Paraeducator** hired after the date of signing and employed for the duration of the current 2024-2025 school year. The hiring bonus will be pro-rated based on percentage of year served and shall be paid in monthly installments beginning with the first pay warrant for the first month of employment. Paraeducator receiving the hiring bonus shall not be eligible to transfer out of the job classification during the first year of employment. This is non-precedent setting and will be effective the 2024-2025 school year only and shall not be included in the collective bargaining agreement.



Austin Creamer,
CSEA #639 President

7/2/2024
Date



Cindy Nguyen,
Assistant Superintendent, Human Resources

7/2/2024
Date

Tentative Agreement

May 3, 2023

The Yolo County Office of Education ("YCOE") and the California School Employees Association, and its YCOE Chapter #639 ("CSEA") (YCOE and CSEA collectively the "Parties") agree on May 3, 2023 to conclude successor contract negotiations for the 2022-2023, 2023-2024, and 2024-2025 school years, as follows:

(1) Article 9 and 11 - Salary and Benefits.

2023-2024

- 1) The salary schedule will be increased by 75% of the final COLA for the 2023-2024 school year, effective July 1, 2023 (~~75% of the currently projected COLA of 8.13% = 6.1%.~~); AND
- 2) A one-time retention payment of \$2,000 to all unit members employed anytime during the 2022-2023 school year that continue their employment with YCOE throughout the 2023-2024 school year (payment to be issued in October 2023); AND
- 3) \$50 increase to the monthly employer contribution for health benefits (monthly from \$750 to \$800; annually from \$9,000 to \$9,600); AND
- 4) Increase the associate's degree stipend from \$300 to \$450, and the bachelor's stipend from \$600 to \$900.

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2024-2025

- 1) The salary schedule will be increased by 75% of the final COLA for the 2024-2025 school year, effective July 1, 2024 (75% of the currently projected COLA of 3.54% = 2.7%); AND
- 2) \$25 increase to the monthly employer contribution for health benefits (monthly from \$800 to \$825; annually from \$9,600 to \$9,900); AND
- 3) The YCOE agrees that if the YEA unit receives a greater increase to salary and benefits for 2024-2025 than provided in 1) and 2) above, CSEA will receive the same increase.

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

2.1 Term of Agreement

This Agreement shall remain in full force and effect up to and including June 30, 2025.

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2.2 Reopener

Strike current language and replace with:

The parties agree the contract is closed.

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

14.14 Prior Notice, Permission and Verification of Absences

14.14.3 ~~2~~ 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 which will also include** a release to return to work, **on his/her the day they** return to work.

14.1 Bereavement Leave (revise sentences below as follows to address AB 1949)

The leave shall be for a period not to exceed ~~three (3)~~ **five (5)** days **(three (3) days are without loss of pay with the additional two (2) days from the employees other available and qualifying leaves)**, ~~or not more than five (5) days if unless~~ the death occurs out of the state or outside a radius of 300 miles from the YCOE office **in which case the leave shall be for not more than five (5) days without loss of pay.**

(4) Article 5: Organizational Rights. *The Parties agree to add the applicable terms of their AB 119 MOU starting under a new sub-article beginning with 5.3 Notice to CSEA of New Hires as follows:*

5.3 Notice to CSEA of New Hires

5.3.1 The YCOE shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Notification shall include the following information: full legal name, date of hire, job title, and site.

5.4 Employee Information

5.4.1 "Newly hired employee" or "new hire" means any classified employee whether permanent, full time, part time, hired by the YCOE, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the YCOE and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the CSEA unit.

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5.4.2 The YCOE shall provide CSEA Headquarters with contact information on the new hires. The information will be provided to CSEA Headquarters electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary Worksite Name;
- viii. Work Telephone Number;
- ix. Home Street Address (Incl. Apartment #)
- x. City;
- xi. State;
- xii. Zip Code (5 Or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address Of The Employee;
- xvi. Last Four Numbers Of The Social Security Number;
- xvii. Birth Date;
- xviii. Employee ID;
- xix. CalPERS Status (Y/N);
- xx. Hire Date.

5.4.2.1 This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the YCOE.

5.4.2.2 In the event no one is hired on any particular month, the YCOE shall send an e-mail to CSEA confirming they did not hire any new staff that month.

5.4.3 Periodic Update of Contact Information: The YCOE shall provide CSEA and its Chapter 639 with a list of all bargaining unit members names and contact information on the last working day of September, January, and May. The information will be provided to CSEA Chapter 639 electronically. This contact information shall also include the following information, with each field listed in its own column:

- xxi. First Name;
- xxii. Middle Initial;
- xxiii. Last Name;
- xxiv. Suffix (e.g. Jr., III)
- xxv. Job Title;
- xxvi. Department;

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- xxvii. Primary Worksite Name;
- xxviii. Work Telephone Number;
- xxix. Home Street Address (Incl. Apartment #)
- xxx. City;
- xxxi. State;
- xxxii. Zip Code (5 Or 9 Digits);
- xxxiii. Home Telephone Number (10 Digits);
- xxxiv. Personal Cellular Telephone Number (10 Digits);
- xxxv. Personal Email Address Of The Employee;
- xxxvi. Last Four Numbers Of The Social Security Number;
- xxxvii. Birth Date;
- xxxviii. Employee ID;
- xxxix. CalPERS Status (Y/N);
- xl. Hire Date.

5.5 New Employee Orientation

5.5.1 "New employee orientation" means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

5.5.2 The YCOE shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the YCOE's operations that was not reasonably foreseeable.

5.5.2.1 In the event the YCOE conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

5.5.2.2 In the event the YCOE conduct one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

5.5.3 The YCOE shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet

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of YCOE materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the YCOE for distribution.

5.5.4 The orientation shall be held on YCOE property during the workday of the employee(s), who shall be on paid time.

5.5.5 During CSEA's orientation session, no YCOE manager or supervisor or non-unit employee shall be present.

- (5) **Article 4: Personnel Files.** *The Parties agree to amend this sentence in Article 4.2 as follows:*

It is understood that in signing the Evaluation Report Form (Appendix A), the employee's signature does not necessarily imply agreement with the conclusions of the supervisor/evaluator. A.1

The Parties also agree to amend the Classified Employee Evaluation Form, as attached.

- (6) **Article 25: Professional Growth.** *The Parties agree to amend Article 25.1 as follows:*

The employee shall submit a completed Professional Growth form (Appendix B) to his/her manager for approval prior to course enrollment and, after receiving approval, shall submit the form to Human Resources at least five working days prior to the commencement of the course. B.1

The Parties also agree to amend the Classified Request For Professional Growth Incentive Form, as attached.

- (7) **Article 19: Layoff and Reemployment.** *The Parties agree to amend Article 19.2 and 19.20 as follows:*

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 on or before March 15th in accordance with Education Code section 45117 (excluding those employees in specially funded programs which shall receive notice not less than sixty (60) days prior to the effective date of layoff, and informed of their displacement rights, if any, and reemployment rights). The layoff notices will include the contact information for the Chapter President and Labor Relations Representative (failure to include this contact information shall not invalidate the layoff). Failure to give written notice to the affected employee(s) under the provisions of this section shall invalidate the layoff.

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19.20 Seniority List

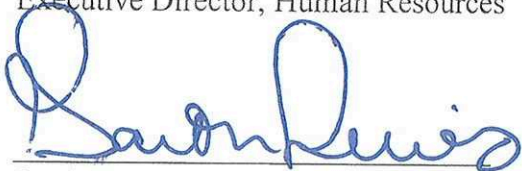
A seniority list of the classification(s) where layoff will occur shall be made available to CSEA at least five (5) working days prior to sending out layoff notices to the affected employees and will be posted at all the following work sites: ~~Greengate, Plainfield, Infant Program and at a work site in West Sacramento.~~

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

For YCOE



Margie Valenzuela
Executive Director, Human Resources



Garth Lewis
Superintendent

For CSEA



Austin Creamer
President, YCOE Chapter #639

 5/31/23

Crystal Ferrer
Labor Relations Representative

Yolo County Office of Education
CLASSIFIED EMPLOYEE EVALUATION FORM

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NAME _____ JOB TITLE: _____

EVALUATION DATE HIRE DATE _____ PERMANENT _____ PROBATIONARY _____

YOLO COUNTY OFFICE OF EDUCATION STANDARDS

INSTRUCTIONS: Certain areas are expected to be standard at all times. Place an "X" in the appropriate box. Suggestions and/or an overall comment by supervisor may be made at the end of this section. An employee comment area is also provided.

	Exceeds Standards	Meets Standards	Below Standards	Not Applicable
1. <u>QUALITY OF WORK</u> : Consider the extent to which work is completed. Is work accurate, well-organized, thorough, and effective?				
2. <u>QUANTITY OF WORK</u> : Consider the extent to which the amount of work produced compares to quantity standards for the job.				
3. <u>WORK HABITS</u> : Consider the employee's effectiveness in organizing and using work tools, care of equipment and materials, etc.				
4. <u>OBSERVANCE OF TIME & SCHEDULES</u> : Consider the extent to which the employee adheres to office hours and work schedules.				
5. <u>TAKING ACTION INDEPENDENTLY</u> : Consider the extent to which the employee shows initiative in his work, identifying and correcting errors, initiating work activities, etc.				
6. <u>MEETING WORK COMMITMENTS</u> : Consider the extent to which employee completes work assignments, meets deadlines, follows established policies and procedures, etc. (ex: is on time, personal business does not interfere with commitments and time.)				
7. <u>ANALYZING SITUATIONS AND MATERIALS</u> : Consider the extent to which the employee applies consistently good judgment in analyzing work situations and materials, and in drawing sound conclusions.				
8. <u>EFFECTIVENESS UNDER STRESS</u> : Consider the extent to which the employee maintains composure and uses good judgment in stressful situations.				
9. <u>GROOMING & STANDARDS FOR PROFESSIONAL DRESS/APPEARANCE</u> : Consider the extent to which employee uses <u>exercises safety and</u> good judgment in appropriate dress and grooming for the individual job situation and work site.				
10. <u>POSITIVE ATTITUDE</u> : Does the employee exhibit a positive attitude toward the job and the organization in general?				
11. <u>ACCEPTING DIRECTION</u> : Consider the extent to which the employee shows an acceptance of direction and constructive criticism from supervisor and peers.				
12. <u>COMMUNICATION</u> : Consider the extent to which the employee uses appropriate communication skills, both verbal and written.				
13. <u>RELATIONSHIPS WITH PEOPLE</u> : Consider the extent to which the employee recognizes the needs and desires of other people, treats others with respect and courtesy, inspires their respect and confidence, etc.				
14. <u>SUPERVISING THE WORK OF OTHERS</u> : Consider the employee's effectiveness in planning — and controlling work activities, motivating and developing subordinates, improving work — methods and results, if applicable.				
145. <u>ADMINISTERING WORK PROGRAMS PROFESSIONAL GROWTH</u> : Consider the employee's effectiveness and desire in improving himself on the job and developing ability to accept greater responsibility, based on professional growth objectives.				

SUPERVISOR SUGGESTIONS OR COMMENTS:

EMPLOYEE COMMENTS:

I acknowledge that I have seen and discussed this evaluation with my supervisor. My signature means that I have been advised of my performance status and does not necessarily imply that I agree with the evaluation.

Signature of Employee

Date

Signature of Supervisor

Date

YOLO COUNTY OFFICE OF EDUCATION

CLASSIFIED EMPLOYEES

Appendix B

B.1

REQUEST FOR PROFESSIONAL GROWTH INCENTIVE

Employee:

- Must submit to supervisor prior to enrollment in course.
- Submit the white and yellow copies to the Human Resources Department; retain the pink copy as your receipt.
- **Notification of approval or denial shall be provided within 10 business days of date of submission**

Name:

Department:

Date:

SUBMIT TO SUPERVISOR
REQUEST FOR APPROVAL

(TRANSCRIPTS OR PROOF OF COURSE WORK MUST BE SUBMITTED UPON COMPLETION OF COURSE/TRAINING).

COURSE/TRAINING

SOURCE OF PROFESSIONAL GROWTH

DATES

HRS OR UNITS

APPROVE

DISAPPROVE

Please write a brief description of each professional growth session requested. (Attach description on a separate sheet, if necessary)

Human Resources Use Only:

Previously approved hours =
Hours approved this request =
Total number of hours =
Total allowable hours =

Stipend

Effective Date

Carry-over to next fiscal year =

Pink: Employee Receipt
Yellow: Employee final copy
White: Personnel File