

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**

CLASSIFIED CHAPTER

JULY 1, 2017 – JUNE 30, 2020

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Article 1. RECOGNITION

1.1 AFSCME COUNCIL 57, LOCAL 146 Recognition

The Superintendent hereby acknowledges that AFSCME, Council 57, Local 146, AFL-CIO, as the exclusive bargaining Representative for all Head Start classified employees with the exception of restricted, substitute, short term, or student employees. Also excluded from the bargaining unit are lawfully designated Certificated, Management, Confidential or Supervisory personnel.

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 2017 through 30 June 2020.

2. Reopeners

The parties may reopen negotiations on the Compensation (Article 9) and Health Benefits (Article 11) and two additional Articles only for the 2018-19 and 2019-20 fiscal years.

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.

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 YCOE 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.
- 4.1.3 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 that 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. If an employee is denied a salary increase, transfer, or promotion or is disciplined as the result of an evaluation, the employee may use the grievance procedure.

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 classified 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 one Shop Steward and one alternate. AFSCME shall notify the superintendent in writing of the names of the Shop Steward 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 classified 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 employee who successfully completes an initial probationary period, which shall consist of six (6) working months of service beyond the initial date of employment by the Superintendent.
- 7.17 **“Probationary Employee”** is a regular employee who has not been employed for the required length of time to be classified as a permanent employee pursuant to Education Code section 45113. A probationary employee is any classified employee who has served six (6) months or less in paid status in his/her classification. Such period shall not include sick leave, vacation, or other leaves during which the employee is not performing his/her duties.
- 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 duty of an employee who has been placed on a reemployment list.
- 7.21 **“Reemployment List”** is a list of names of persons who have been laid off for lack of work or lack of funds, or exhaustion of sick leave, industrial accident or illness, or other leave privileges, and who are eligible for reemployment with examination in their former class for a period of thirty-nine (39) months, said list arranged in order of their right to employment.
- 7.22 **“Regular Employee”** is any employee, whether permanent, probationary, full-time or part-time, who is not classified as a restricted, substitute, short-term, or student employee.
- 7.23 **“Restricted Employee”** is an employee hired pursuant to any local, state, or federally-funded program which restricts employment to persons in low income groups, designated impoverished areas, and any other criteria which restrict the privilege of all citizens to compete for employment under that program.
- 7.24 **“Safety Conditions of Employment”** means any work related condition affecting the health, safety, or welfare of the employee.

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 classified 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 (30) days advance notice to the employee.

8.3 Reduction in Assigned Time

Any reduction in assigned time shall be accomplished in accordance with Article 19. AFSCME does not waive its right to negotiate the decision to reduce hours.

8.4 Adjustment of Assigned Time

A classified employee who works a minimum of thirty (30) minutes per day in excess of his/her assignment for a period of twenty (20) consecutive working days or more shall have his/her basic assignment changed to reflect the longer hours for the remainder of the fiscal year in order to acquire fringe benefits on a properly prorated basis as provided in the Collective Bargaining Agreement. At the end of the fiscal year, YCOE may reassign the employee to the regular hours of his/her previous basic assignment. The hours become permanent if the employee is reassigned to those hours at the start of the next fiscal year.

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 overtime in accordance with sections 45128 and 45131 of the Education Code.

8.6.2 When a classified 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 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.

8.10 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. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

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 Salaries of all AFSCME represented employees shall be increased by 2.6% effective July 1, 2018. Office Assistant-Data Entry on Range 23 will be moved to Range 24; and Cafeteria Assistant on Range 23 will be moved to Range 24 effective July 1, 2018.
- 9.5.2 A one-time merit payment not to exceed \$1,000 will be made to all employees hired by December 31 of the evaluated year who receive an average of 3 on their employee performance evaluation to be paid by June 30 of the evaluated year. The amount of the merit payment will be based on open enrollment savings and all available funds as of May 15, prorated by FTE and date of hire.

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. Additional steps may be granted for years of 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.

- 9.8.1 An itinerant employee assigned to work at more than one worksite in one day shall drive the Head Start van from one worksite to another. If no van is available, the employee using his/her vehicle shall be paid mileage for miles actually traveled from one worksite to another in accordance with the YCOE travel policy. If a van is available but the employee chooses to use his/her own vehicle instead, the employee shall not be entitled to mileage reimbursement. No mileage payments shall be made for miles traveled between an employee's home and a work site.

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. However, if the total cost of three (3) meals exceeds the above in one day, the excess cost will be the responsibility of the employee. When an employee has authorized attendance at conferences or workshops where special meals are an integral part of the program, the employee will be reimbursed for the actual meal cost. Receipts are required for all meal reimbursements.

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.

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.

14. Additional Salary Schedule Step

An additional step (Step 5) shall be added to both the classified salary schedules 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, lease, rental, cleaning and maintenance of uniforms, 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, 2018, YCOE will contribute up to \$650 monthly (\$7,800 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 Insurance Committee

YCOE and AFSCME agree to participate in an office-wide committee to explore health insurance coverage related issues. The committee shall include 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 Independence Day
- 12.1.7 Labor Day
- 12.1.8 Admission Day or other substitute holiday pursuant to Education Code §§45206.5 and 45205
- 12.1.9 Veteran's Day
- 12.1.10 Thanksgiving Day
- 12.1.11 The Friday following Thanksgiving Day
- 12.1.12 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 12.1.9 in accordance with Education Code §45205.

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 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. New employees generally are not entitled to use vacation during their first six months of employment, although the Superintendent may make exceptions in some circumstances.

13.2.1 Employees who are employed on a less than 260-day contract shall have their vacation pay included in their monthly pay warrant. Vacation days are taken during spring break and winter break.

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 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.
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.
8. Effective when this contract is ratified by all parties, all employees are eligible to convert any accumulated unused sick leave upon retirement to retirement credit in accordance with Government Code section 20963.5(b) and the Rules and Regulations of the Public Employees Retirement System.
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 39 months. When available, during the 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 work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations (Education Code § 45192).

14.6 Entitlement to Other Sick Leave

When a classified employee is absent from duties on account of illness or accident for a period of five (5) months or less, whether or not the absence arises out of or in the course of employment of the employee, the amount deducted from the salary due him/her for any month in which the absence occurs shall not exceed the sum which is actually paid a substitute employee employed to fill his/her position during the absence. The amount paid the substitute employee during any month shall be less than the salary due the employee absent from his/her duties. If YCOE hires a substitute employee at a rate higher than the regular employee salary, "the sum actually paid a substitute" shall be interpreted to mean the amount which would have been paid had the YCOE substitute salary schedule been used.

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. This leave may be taken with prior approval of the employee's immediate supervisor. These days shall not be deducted from sick leave.

14.10 Paternity Leave

The YCOE shall provide parental leave consistent with the requirements set forth in Assembly Bill 2393 and Education Code section 45196.1. Specifically, a classified 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 45196.1.

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 the 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

- 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.

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, to deal with day to day fluctuations in enrollment. 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. TRANSFERS

16.1 Job Site Transfers

Where there is a fluctuation in enrollment, reducing the need for employees at a worksite or location on a temporary basis, not to exceed sixty (60) working days, the YCOE may transfer an employee to an assignment where there is a need for an additional employee on the basis of enrollment. Ten (10) days notice will be given in writing.

16.2 Lateral Transfers

Bargaining Unit members eligible for lateral transfer shall have priority consideration for bargaining unit vacancies.

16.2.1 When a new position is created or an existing position becomes vacant, the Superintendent shall first offer the opportunity to transfer to bargaining unit employees serving in the same class. All vacancies shall be posted by the Superintendent for not less than five (5) working days 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. Any employee in the same class may apply for transfer to that position by filing a written notice with the Human Resources department of the YCOE. If more than one (1) qualified employee wishes to be transferred to a particular vacancy, the following factors shall be considered:

- 16.2.1.1 seniority;
- 16.2.1.2 the educational needs of the YCOE;
- 16.2.1.3 past evaluations; and
- 16.2.1.4 the efficient operation of the YCOE.

16.2.2 When all of the above criteria are equal, seniority in hours in the class shall control. Once all lateral transfers are completed, the last vacancy shall be posted externally.

16.2.3 Any employee in the same class on leave who has made a written request for notice 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.

16.2.4 An employee in the same class on leave shall have the right to have his/her Shop Steward file for the transfer in his/her behalf.

16.3 Medical Transfers

The Superintendent shall offer alternate work, when available, to an employee who has become medically unable to satisfactorily perform his/her regular job class duties.

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 on bulletin boards in prominent locations at each job site.

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 classified 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 classified 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 Incumbent Rights

When an entire class of positions is reclassified, the incumbents in the positions shall be entitled to serve in the new positions. Incumbent(s) in reclassified position(s) shall not be required to serve a new probationary period.

18.4 Downward Adjustment

Any downward adjustment of any filled position or class of positions shall be considered a demotion and shall take place only as a result of following the layoff or disciplinary procedures of the Agreement.

18.5 Salary Placement of Reclassified Positions

When a position is reclassified, the position or positions shall be placed on the salary schedule in a range which will result in at least one (1) range increase above the salary of the existing position or positions.

18.6 Reclassification Requests

18.6.1 Employees who believe that they are entitled to a reclassification due to a change in job duties may submit a reclassification request to YCOE Human Resources department. Human resources shall investigate the relevant circumstances and shall forward a written recommendation to the Superintendent within twenty (20) working days of submission of the request. A copy of the Human Resources Reclassification Recommendation shall be forwarded to the employee and a copy shall be provided to AFSCME. In the event the employee does not agree with the recommendation, the employee may, within ten (10) days, request that a classification review panel be convened to review the request and recommendation and to receive further information from the employee and Human Resources. The classification review panel shall make findings and a recommendation to the Superintendent, which shall be advisory.

- 18.6.2 The classification review panel shall consist of three (3) persons with demonstrated expertise in personnel administration. One shall be selected by the Superintendent or designee, one shall be selected by AFSCME and the third shall be selected by those two. Any costs of the panel members selected by the parties shall be paid by the selecting party and the costs of the third member shall be divided equally between the parties.
- 18.6.3 The Superintendent's decision regarding a reclassification request filed under this Article shall be final and conclusive.

Article 19. LAYOFF AND REEMPLOYMENT

19.1 Reason for Layoff

Layoff shall occur only for lack of work or lack of funds.

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 Reduction in Hours

Any reduction in regularly assigned time shall be considered a layoff under the provisions of this Article.

19.4 Order of Layoff

Any proposed layoffs shall be identified by classes. The order of layoff shall be based on seniority within that class and higher classes throughout Yolo County Office of Education's Head Start/Early Head Start Program. An employee with the least seniority within the class plus higher classes shall be laid off first. Seniority shall be based on hire date in current class and equal or higher classes for all employees hired.

19.5 Displacement Rights

An employee laid off from his or her present class may bump into the next lower class in the Head Start/Early Head Start program in which the employee has greater seniority considering his/her seniority in the lower class and any higher classes. The employee may continue to bump into lower classes to avoid layoff. In order to exercise bumping rights, a laid off employee must notify the Superintendent, in writing, of his/her intent to bump, within fifteen (15) calendar days from receipt of the layoff notice.

19.6 Layoff in Lieu of Bumping

An employee who elects a layoff in lieu of bumping maintains his/her reemployment rights under this Agreement.

19.7 Equal Seniority

If two (2) or more employees subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be

equal, the greater hire date seniority, and if that be equal, then the determination shall be made by lot.

19.8 Reemployment Rights

Laid off persons are eligible for reemployment in the class from which laid off for a thirty-nine (39) month period and shall be reemployed in the reverse order of layoff. In addition, they shall have the right to apply for promotional positions within the filing period specified in the Promotion article of the Agreement and use their bargaining unit seniority therein for a period of thirty-nine (39) months following layoff. An employee on a reemployment list shall be notified of promotional opportunities in accordance with the provisions of section 17.2.2 of this Agreement.

19.9 Voluntary Demotion or Voluntary Reduction in Hours

Employees who take voluntary demotions or voluntary reductions in assigned time in lieu of layoff shall be, at the employee's option, returned to a position in their former class or to positions with increased assigned time as vacancies become available, and with no time limit, except that they shall be ranked in accordance with their seniority on any valid reemployment list.

19.10 Retirement in Lieu of Layoff

19.10.1 Any employee in the bargaining unit may elect to accept a service retirement in lieu of layoff, voluntary demotion, or reduction in assigned time. Such employee shall within ten (10) workdays prior to the effective date of proposed layoff complete and submit a retirement form provided by the Superintendent for this purpose.

19.10.2 The employee shall then be placed on a thirty-nine (39) month reemployment list in accordance with section 19.7 of this Article; however the employee shall not be eligible for reemployment during such other period of time as may be specified by pertinent Government Code sections.

19.10.3 The Superintendent agrees that when an offer of reemployment is made to an eligible person retired under this Article, and the Superintendent receives within ten (10) working days a written acceptance of the offer, the position shall not be filled by any other person, and the retired person shall be allowed the required time to terminate his/her retired status.

19.10.4 An employee subject to this section who retires and is eligible for reemployment who declines an offer of reemployment equal to that from which laid off shall be deemed to be permanently retired.

19.11 Seniority Roster

The Superintendent shall maintain an updated seniority roster indicating employees' class seniority. Seniority roster shall be obtained from the Superintendent in accordance with section 5.1.5 of the Agreement.

19.12 Notification of Reemployment Opening

Any employee who is laid off and is subsequently eligible for reemployment shall be notified in writing by the Superintendent of an opening for which the employee is eligible and qualified. Such notice shall be sent by certified mail to the last address given the Superintendent by the employee, and a copy shall be sent to AFSCME by the Superintendent, which shall acquit the Superintendent of his/her notification responsibility.

19.13 Employee Notification to Superintendent

An employee shall notify the Superintendent of his/her intent to accept or refuse reemployment within ten (10) working days following receipt of the reemployment notice. If the employee accepts reemployment, the employee must report to work within ten (10) working days following receipt of the reemployment notice from the Superintendent.

19.14 Reemployment in Highest Class

Employees shall be reemployed in the highest rated job classification available in accordance with their class seniority. Employees who accept a position lower than their highest former class shall retain their original thirty-nine (39) months rights to the higher paid position.

19.15 Improper Layoff

Any employee who is improperly laid off shall be reemployed immediately upon discovery of the error and shall be reimbursed for all loss of salary, and benefits.

19.16 Reinstatement of Seniority

Seniority earned to and including the effective date of layoff shall be reinstated to the employee who is subsequently reemployed by the Superintendent under the reemployment provisions of this Article. Step placement on the salary schedule shall be the same as on the layoff date.

19.17 Fringe Benefits

A laid off employee shall continue to be covered by the current fringe benefit program paid by the Superintendent for one (1) month after the effective date of his/her layoff, with the option to continue until he/she accepts regular employment, providing the premium is paid to the Yolo County Office of Education no later than the 15th day of the month prior to the month to be covered, but limited to not more than six (6) months.

19.18 Personal Necessity Leave

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.

19.19 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.

19.20 Notice to AFSCME

When a layoff of classified employees is anticipated by the administration and at least five (5) work days before any action is taken on layoff of classified employees, the Superintendent shall notify the AFSCME local chapter president in writing of the proposed action.

Article 20. DISCIPLINARY ACTION

20.1 Definitions

For purposes of this Article, the terms used herein shall have the following listed definitions:

- 20.1.1 **“Disciplinary Action”** includes any action whereby an employee is deprived of a n y classification in which he/she has permanence, including dismissal, suspension, demotion, or any involuntary reassignment.
- 20.1.2 **“Suspension”** means either temporary removal of an employee from his/her position with loss of pay as a disciplinary measure, or his/her removal pending a hearing of charges for disciplinary action.
- 20.1.3 **“Demotion”** means assignment to an inferior position or status without the employee’s written voluntary consent.
- 20.1.4 **“Dismissal”** means separation, discharge, or permanent removal of an employee from his/her position for cause.
- 20.1.5 **“Involuntary Reassignment”** means reassignment of an employee from one class to another class within the same salary range.
- 20.1.6 **“Probationary Employee”** is a regular employee who has not been employed for the required length of time to be classified as a permanent employee pursuant to Education Code section 45113. A probationary employee is any classified employee who has served six (6) months or less in paid status in his/her classification. Such period shall not include sick leave, vacation, or other leaves during which the employee is not performing his/her duties.

20.2 Probationary Employees

- 20.2.1. Each classified employee shall serve a probationary period for six (6) months in paid status in his/her classification.
- 20.2.2 Any probationary employee may be dismissed at the pleasure of the County Superintendent or designee.

20.3 Permanent Employees

Any one (1) or more of the following cause are grounds for disciplinary action against a permanent employee:

- 20.3.1 Incompetency or inefficiency in the performance of the duties of the position.
- 20.3.2 Insubordination.

- 20.3.3 Carelessness or negligence in the performance of duty or in the care or use of County Superintendent's property.
- 20.3.4 Discourteous, offensive, or abusive conduct or language toward other employees, pupils or the public.
- 20.3.5 Dishonesty.
- 20.3.6 Drinking alcoholic beverages on the job or reporting to work while intoxicated.
- 20.3.7 The use or possession of narcotics or dangerous drugs without proper medical authorization.
- 20.3.8 Substantial off-duty misconduct reasonably related to the employee's public duty.
- 20.3.9 Engaging in political activity during assigned hours of employment.
- 20.3.10 Conviction of any felony or conviction of a crime involving moral turpitude or conviction of any sex offense as defined in Education Code section 44010.
- 20.3.11 Three (3) unexcused absences or unexcused tardiness in a fiscal year.
- 20.3.12 Abuse of leave privileges.
- 20.3.13 Falsifying any material information supplied to the County Superintendent or members of his/her staff or the County Board of Education, including but not limited to information supplied on application forms, employment records, or any other records.
- 20.3.14 Violations of, or refusal to obey, safety rules or regulations made applicable to public schools by the County Superintendent, the County Board of Education, or by any appropriate Federal, State, or local governmental agency.
- 20.3.15 Offering anything of value or offering any service in exchange for special treatment in connection with the employee's job or employment, or the acceptance of anything of value or any service in exchange for granting any special treatment to another employee or to any member of the public.
- 20.3.16 Violation of the Education Code, the State Board of Education regulations, and/or rules of the County Superintendent or the County Board of Education, or violation of any lawful regulation or written order made by a line supervisor.
- 20.3.17 Abandonment of position. "Abandonment of position" shall be defined as absence from assigned duties for five (5) consecutive days without proper authorization.

20.3.18 Violation of any of the Standards of Conduct set forth in Head Start/Early Head Start Policy (Appendix D)

20.4 Notification to Employee

- 20.4.1 A notice of disciplinary action shall contain a statement in ordinary and concise language of the specific act or omission upon which disciplinary action is based and a statement of the cause for the action being taken. If it is claimed that an employee has violated a rule or regulation of the County Superintendent or a standard of conduct in Head Start/Early Head Start policy (Appendix D), such rule, regulation or standard shall be set forth in such notice.
- 20.4.2 In all cases, a statement in writing shall be prepared by the Superintendent or designee containing the specific charges against the employee and the discipline to be imposed, whether it be dismissal, suspension, demotion, involuntary reassignment, or other disciplinary action as specified.
- 20.4.3 The written statement shall also specify the right of the employee to a hearing on the charges and the time within which the hearing may be requested which shall not be less than five (5) days after service of the written statement to the employee. This statement shall also contain a card or paper, the signing and filing of which shall constitute a demand for hearing and a denial of all charges
- 20.4.4 One (1) copy of this statement and one (1) copy of the card or paper constituting the denial of charges and requesting a hearing shall be personally given to the employee or sent by registered or certified mail to his/her last known address as shown on the employee's employment records, one (1) copy of each shall be filed in the employee's personnel file and to the union representative.
- 20.4.5 At the time of service upon the employee of the written statement, he/she shall also be given the card or paper, the signing and filing of which shall constitute a demand for hearing and denial of all charges, and which shall be substantially in the following form:

“TO: Superintendent
Yolo County Office of Education
1280 Santa Anita Court, Suite 100
Woodland, CA 95776

I, the undersigned, do hereby demand a hearing on the charges made against me as a classified employee of the Yolo County Office of Education and I do hereby deny all charges so made.

I request that these charges be submitted to Advisory Arbitration.”

Signature

Date

20.5 No Hearing Request

- 20.5.1 If no hearing is requested by the employee within the time allotted in the written notice, the County Superintendent or designee may act upon the charges.
- 20.5.2 Within ten (10) days after the date of notification under section 20.4.1, the C o u n t y Superintendent or designee shall give the employee and the union written notice, either in person or by mail, of the decision; the decision shall be effective as of the date of service or mailing of a copy of the decision to the employee, unless some other effective date is specified in the notice.

20.6 Hearing Request

- 20.6.1 If the employee requests a hearing within the time allotted in the written statement, the charges shall be considered by an advisory arbitrator selected from the list set forth in Appendix B. Hearing date shall be mutually agreed by all parties. Notice of the hearing date shall be given to the employee by the Superintendent or designee at least five (5) days prior to the date. Notice shall be either personally served or served by registered or certified mail.
 - 20.6.1.1 The hearing shall be commenced within thirty (30) days of the date a demand for hearing is received by YCOE. Any extension of time of the commencement of the hearing shall only be granted pursuant to mutual agreement of the parties. The arbitrator's advisory decision shall be rendered and served on the parties within thirty (30) days of the close of the actual hearing, or if briefs are allowed, within sixty (60) days of the close of the actual hearing.
- 20.6.2 The employer shall first present the evidence to the arbitrator supporting the proposed disciplinary action. The employee shall then be given an opportunity to present his/her defense.
- 20.6.3 The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Each party shall be given an opportunity after the presentation of evidence to present a closing argument. The burden of proof shall remain with the employer to substantiate the charges made against the employee.
- 20.6.4 Upon receipt of the arbitrator's award by the parties, the Superintendent shall consider the action to be taken.

20.6.5 After considering the matter, the Superintendent shall act to affirm, modify, or reject the arbitrator's advisory award. The decision of the Superintendent shall be final.

20.7 Employment Status Pending Appeal or Waiver

In any cases where the Superintendent or designee deems it necessary or proper he/she may suspend the employee until a decision has been rendered pursuant to the procedures contained herein. Until such time as the decision has been rendered, the suspension shall be with pay unless the Superintendent determines through an investigation that the employee presents an unreasonable risk of harm to student, staff or property. AFSCME shall have input into the investigative process. If the Superintendent determines that such a risk exists, after notifying the employee in writing of the reason and giving the employee the opportunity to respond, the suspension will be without pay.

- 20.7.1 An employee who has been suspended without pay pursuant to section 20.7 may, with the concurrence of AFSCME, file a grievance at Level Three (Arbitration) of the Grievance Procedure, section 21.3.4, within five (5) days of service of notice of a determination by the Superintendent that the employee is suspended without pay, which shall constitute submission of the grievance to expedited binding arbitration. An arbitration hearing on the grievance shall be scheduled by the superintendent before one of the persons listed in Appendix B, or if none of those persons are available within the time allowed, before a mutually agreed upon arbitrator, within fifteen (15) days of receipt of the submission of the grievance to arbitration. The arbitrator shall render a decision on the suspension without pay issue only, without a transcript, at the conclusion of the hearing or within five (5) days thereafter.

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 the five (5) persons listed in Appendix B 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.

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/principal.
- 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. THE EFFECTS OF CONTRACTING OUT BARGAINING UNIT WORK

23.1 Restriction on Contracting Out

The Superintendent agrees not to contract for those services which are routinely performed as an immediate adjunct to the day to day operation of the Head Start/Early Head Start Program and which have been historically performed by classified employees of the Head Start/Early Head Start Program unless by negotiated agreement with AFSCME.

Article 24. 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 25. 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 26. CONCERTED ACTIVITIES

26.1 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.

26.2 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.

26.3 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.

26.4 This Article is grievable pursuant to Article 21.

Article 27. NEGOTIATIONS

27.1 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.

27.2 Commencement of Negotiations

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

27.3 Release Time for Negotiations

AFSCME shall have the right to designate two (2) employees who shall be given reasonable release time to participate in negotiations.

27.4 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.

27.5 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 28. MANAGEMENT RIGHTS

28.1 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.

28.2 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.

28.3 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.

28.4 This Article is not subject to the Grievance Procedure.

Article 29. PROFESSIONAL GROWTH

The following guidelines and procedures are to be used for the approval of Professional Growth Stipends for qualifying members of the classified bargaining unit. The intent of this policy is to reward bargaining unit employees for completing educational coursework directly relating to the employee's current assignment and current career field which will enhance the employee's job performance.

- 29.1 The employee shall submit a completed Professional Growth form 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.
- 29.2 Forms are available in the Human Resources Department and may be available at various work sites.
- 29.3 The Executive Director of Human Resources may overrule the approval of the manager if the course is not directly related to the employee's job.
- 29.4 Only courses approved in advance, in writing, by the employee's manager and Human Resources will qualify for credit towards a Professional Growth stipend.
- 29.5 Transcripts or proof of successful completion of course work must be submitted on or before September 1 of each year in order to qualify for credit towards Professional Growth stipends effective September 1 of the current fiscal year.
- 29.6 Successful completion of a course which is graded shall be a "C" or better. For courses that are pass/fail, the employee must pass. For non-graded courses, proof of attendance is required.
- 29.7 Course work taken to fulfill licensing or initial job placement requirements will not be credited. No units accrued before the commencement of employment will be eligible for credit towards a Professional Growth stipend.
- 29.8 Training provided or paid by YCOE and training taken during paid work time shall not be credited towards a Professional Growth stipend. An employee may use accrued vacation time, but no other paid leave, for approved course work.
- 29.9 Training from approved workshops, adult education or college courses may be accepted as part of the employee's training program. Classroom time of fifteen (15) hours is equivalent to one (1) college semester unit. Classroom time of ten (10) hours is equivalent to one (1) college quarter unit.
- 29.10 Completion of twenty-five (25) hours of course work, or equivalent training, as approved, shall qualify the employee for a stipend of one-half percent (0.5%). The stipend shall be based on the employee's regular rate of pay exclusive of overtime and/or out-of-class pay. The maximum additional stipend which an employee can earn during one fiscal year is one percent (1%). The maximum stipend allowable under these procedures shall be three percent (3%) of base salary for one hundred and fifty (150) hours of approved education.

- 29.11 This article shall be effective starting with the 2018-2019 fiscal year commencing July 1, 2018. For example, credit earned during the 2018-2019 fiscal year and verified pursuant to section 29.5 shall be credited toward a 2019-2020 stipend.

Article 30. CATASTROPHIC LEAVE

- 30.1 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.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.

30.6 Definitions

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

- 30.6.1..“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)
- 30.6.2..“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.

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

Article 31. COMPLAINT PROCESS

- 31.1 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.
- 31.2 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.
- 31.3 This section will not be subject to Article 21 Grievance Process.**

SIGNATURES

FOR THE SUPERINTENDENT:

FOR THE UNION:

DATE: _____

DATE: _____