

Tentative Agreement  
Between  
American Federation of State, County, and Municipal Employees, Local 258  
And the  
Elk Grove Unified School District  
August 25, 2020

The Elk Grove Unified School District (“District”) and the American Federation of State, County, and Municipal Employees, Local 258 (“AFSCME”), collectively referred to as “the Parties,” have considered their mutual interests and have agreed to enter into this Tentative Agreement (“Agreement”) to resolve negotiations for the 2019-2020 school year with no reopeners. All of the terms included in this Agreement are contingent upon approval by the Sacramento County Office of Education and ratification by both parties.

1. 2019-2020 School Year. The Parties agree that this Tentative Agreement completes all reopener negotiations sunshined by the Parties for the 2019-2020 school year and that there shall be no change to any provision of the Parties’ collective bargaining agreement, except those provided in this Tentative Agreement. For the 2019-2020 school year, bargaining unit members’ total compensation, including, but not limited to salary and health and welfare benefits, shall remain status quo. In addition, all other terms and conditions of the parties’ existing collective bargaining agreement shall remain in full force and effect.

2. Term of Agreement and Reopeners.

- a. The Parties agree to create a new collective agreement between AFSCME and the District with a term of July 1, 2019 through June 30, 2021. The parties agree that AFSCME and the District may each reopen up to four (4) articles for the 2020-2021 school year.
- b. In addition to section 2(a.) above, the Parties agree to carryover negotiations begun during the 2019-2020 school year pursuant to the Parties’ 2019-2020 sunshine proposals into the 2020-2021 school year including sunshined items related to Articles 5, 6, 7, 8, 9 and 15.

3. Probationary Period. Effective beginning July 1, 2020, the parties agree to the following revisions to Article 5 and Article 6 of the Parties’ collective bargaining agreement:

a.) **Article 5, Section 5.1.5 Probationary Period:** *The probationary period for all new employees shall be a period of six (6) months **of probationary service or 130 days of paid service, whichever is longer in a class.***

*a. In the case of a classified employee who has regular or permanent status, but who is promoted to a higher classification, there is a six*

(6) month probationary **service period or 130 days of paid service, whichever is longer** in the new classification. The parties agree that a reclassification into a new position shall not result in a new probationary period.

b. All employees in positions subject to this contract, who have been employees for a period of six (6) months **or 130 days of paid service, whichever is longer** shall be deemed to have permanent status; and those who have served less than six (6) months or **130 days of paid service, whichever is longer**, shall have probationary status until they shall have served six (6) months **of probationary service or 130 days of paid service, whichever is longer in a class.**

b.) **Article 6, Section 6.5.1 Promotion:** The District shall first consider bargaining unit members in good standing and who meet the minimum requirements for promotional advancement within a defined classification before considering substitutes and external applicants. Bargaining unit members shall serve a probationary period in the new position of six (6) months **or 130 days of paid service, whichever is longer** pursuant to Article 6.6.4.

c.) **Article 6, Section 6.6.1 Probation:** The probationary period shall be a period of six (6) months **or 130 days of paid service, whichever is longer.** Time on leave of absence shall not apply toward completion of the probationary period.

d.) **Article 6, Section 6.7.1 Permanent Status:** Classified employees to be designated as permanent employees of the District must serve a six (6) month probation period **or 130 days of paid service, whichever is longer.**

e.) **Article 6, Section 6.10.4(D)(3):** The employee who is placed in a vacant position within the job family must meet the minimum qualifications of that position and will be required to serve a six (6) month probationary period **or 130 days of paid service, whichever is longer.** Should the employee not successfully complete the probationary period, the employee would be placed on the thirty nine (39) month reemployment list for which the employee would otherwise have been qualified.

4. **Article 2 - Union Rights.** Effective July 1, 2020, the parties agree to revise Article 2.4 as follows:

#### 2.4 Dues and Payroll Deductions

2.4.1 Payroll deductions for membership dues in the Union shall be provided by the District for members who sign and deliver to the Payroll Office the appropriate form authorizing such deductions.

- 2.4.2 Payroll deductions for annuities, credit union, District-sponsored health plans, or any other plans jointly agreed to by the District and the Union shall be provided for bargaining unit members who sign and deliver to the District the appropriate forms authorizing such deductions.
- 2.4.3 The deduction of prorated annual dues ~~and service fees~~ shall be made from the paycheck each month for twelve (12) months beginning in July and ending in June of each fiscal year. The District will remit promptly to the Union all monies so deducted, accompanied by a list of ~~employees~~ bargaining unit members from whom the deductions have been made.
- 2.4.4 Bargaining unit members may designate on the Union's dues deduction form an opportunity for voluntary political deductions.
- 2.4.5 Bargaining unit members employed for less than a full school year shall pay dues to the Union in an amount that is directly proportionate to the weeks they were employed in the school year. A schedule of rates to be paid under this section will be provided to the District by the Union.
- 2.4.6 If membership dues ~~or service fees~~ are deducted by the Governing Board from the pay of any person and turned over to the union and the person does not owe the same, the Union shall, upon receipt of a written request, return such funds to the employee affected.
- ~~2.4.7 All unit members shall become members of the Union or pay a monthly service fee equal to that share of the Union's annual dues appropriately attributable to those services set out in AB 1960 as compensable union activities for the duration of this Agreement.~~
- ~~a. Unit members may elect to pay the above service fee directly to the Union by notifying the Payroll Office that such fee will be paid directly to the Union.~~
- ~~b. Upon written notice from the Union to the District of failure to comply with Section 2.4.7 of this Article, the District shall put said unit member on payroll deduction for the appropriate amount of the fee on the next pay warrant. Such notice will include the name of the employee and the amount to be deducted.~~
- ~~c. Payroll deductions of the fee for unit members who elect not to join the union shall commence upon receipt by the District of the signed payroll deduction authorization. Such authorization shall include the name of the unit member(s) from whom service fees are to be deducted.~~
- ~~d. Those employees who elect to be members shall remain members of AFSCME for the duration of the contract, except that the employee may provide notice of his or her election to return to fee payer status~~

~~within 30 days prior to contract expiration or after the contract has expired.~~

~~2.4.8 Any unit member who belongs to a religious group or church whose long-standing teachings have historically forbidden joining or supporting Unions and so demonstrates in writing to the satisfaction of the Union shall pay such fee to the union which shall then contribute such fees to an established charitable organization as set forth below. • American Red Cross • American Cancer Society • Elk Grove Unified School District Scholarship Fund • United Way~~

2.4.7.9 The Union and the bargaining unit members shall indemnify and hold the District, board members, employees, bargaining unit members, and agents of the District harmless for any and all claims, demands, suits or any other action arising from this Article, and shall pay full legal costs in any action brought against the District by virtue of this Article.

5. Article 5-Working Conditions. Effective July 1, 2020, the parties agree to the following changes to section 5.4.2:

5.4.2 In the event of a vacancy, all other things being equal, permanent employees, who have been in their current position for one year or more and who request in writing to change shifts shall be given ~~offered~~ the shift assignment preference on the basis of seniority within their job site/department.

6. Article 7-Holidays. Effective July 1, 2020, the parties agree to the following revision to Article 7.1.1:

#### 7.1 Holidays

7.1.1 The following fifteen (15) holidays will be designated on the annually negotiated classified calendar.

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day Before and After Thanksgiving Day

Local Holiday of December 25

Last Working Day Before Local Holiday of December 25

New Year's Day

Last Working Day Before New Year's Day

Martin Luther King Jr. Day

Lincoln Day  
Washington Day  
~~One Local Holiday Working Day following the Local Holiday of December 25~~  
Memorial Day

~~Footnote 2: Depending on work calendar and site/department needs, Local Holiday will be taken EITHER the Friday of Spring Break OR the Working Day following the Local Holiday of December 25. The decision as to which will be which shall be communicated to the affected employees. Annually, each department/each site shall notify employees of designated holidays.~~

7. Article 7-Vacation. Effective July 1, 2020, the parties agree to the following revisions to Article 7.2, 7.2.2, and 7.2.3:

## **7.2 Vacations**

### **7.2.1 Definitions:**

**Day:** A "Day" for purposes of vacation is equal to a bargaining unit member's number of regular contract hours per day.

**Month:** A calendar month beginning on the first day of the calendar month and ending on the last day of the month.

**Fiscal year:** The period from July 1 to June 30.

- a. Any employee beginning work prior to the 16th day of the month will be considered (for vacation purposes only) to have begun work on the first day of the month.
- b. Any employee starting to work after the 15th day of the month will be considered (for vacation purposes only) to have begun work on the first day of the following month.
- c. Any employee terminating after the 15th day of the month, will be considered (for vacation purposes only) to have terminated work on the last day of the month.
- d. Any employee terminating before the 16th day of the month will be considered (for vacation purposes only) to have terminated on the last day of the preceding month.

### **7.2.2 General Provisions:**

All regularly employed classified employees bargaining unit members working full or part time shall receive vacation as follows:

- a. Bargaining unit members who are employed full time are allowed the number of work days of vacation with pay each year as specified in Section 7.2.3.
- b. Less than one (1) year's service earns vacation in proportion to paid service. ~~the time served number of hours worked.~~
- c. Part time ~~employees~~ bargaining unit members on regular contract earn vacation which is prorated in proportion to paid service. ~~according to the time served number of hours worked.~~
- d. Summer school ~~employees~~ bargaining unit members earn sick leave or vacation as provided in Section 45102 and any other applicable sections of the California Education Code.
- e. The term of employment to be used for determining vacation time shall be based on the proportion of paid service. ~~time served number of hours worked~~ by the employee during the fiscal year July 1 to June 30 of the following year.
- f. Absence from duty of a member of the classified staff due to accident, bereavement, illness, quarantine, jury duty, being subpoenaed as a trial witness, or in response to a governmental summons not caused by his/her own connivance or misdeeds, shall not be considered as an interruption in continuity of service in the determination of vacation rights.
- g. Vacation credit will be granted for leaves of less than one (1) month and for the use of earned accumulated sick leave.

**7.2.3 Accrual Rate:**

- a. For the first year of employment, vacation time will be earned at the rate of one (1) day per month.
- b. Beginning with the second year of employment, vacation time will be earned at the rate of one and one-fourth (1  $\frac{1}{4}$ ) days per month.
- c. Beginning with the fifth year of employment, vacation time will be earned at the rate of one and one-half (1  $\frac{1}{2}$ ) days per month.
- d. Beginning with the tenth year of employment, vacation time will be earned at the rate of one and two-thirds (1  $\frac{2}{3}$ ) days per month.
- e. Beginning with the fifteenth year of employment, vacation time will be earned at the rate of two (2) days per month.

#### **7.2.4 Use:**

- a. Vacations will be granted only at times of the year when they will not interfere with the normal operation of the school or department and require prior approval by the employee's direct supervisor.
- b. Eligible bargaining unit members ~~employees~~ must apply for vacation to the supervisor at least two (2) weeks in advance of the desired beginning date. Special consideration shall be given to emergencies.
- c. The District will consider the preference of the ~~employee~~ bargaining unit members in the scheduling of vacation leave, and particular concern will be paid to allowing ~~employees~~ bargaining unit members to schedule vacation when families can be together.
- d. An ~~employee~~ Bargaining unit members who anticipate termination in this District may take accrued vacation prior to the termination date with proper approval.
- e. All vacation may be canceled without notice in event of emergency.

#### **7.2.5 Excess Accruals:**

- a. Effective July 1, 2020, no employee will be allowed to accumulate more than thirty (30) days of vacation by the end of the fiscal year. If an employee has accumulated more than thirty (30) days of vacation by the end of the fiscal year, one of the following will occur:
  - i. the amount of accrued vacation over thirty (30) days may be paid out by the end of October, per the District's discretion based on available funding (see 7.2.6), or
  - ii. the bargaining unit member's supervisor shall schedule them to take the excess days of vacation pursuant to a vacation plan. ~~in conjunction with said employee.~~ The District will consider the preference of the bargaining unit member in the scheduling of vacation leave.
- b. If any bargaining unit member has a vacation balance that exceeds thirty (30) vacation days as of July 1, 2020, they shall retain their vacation balance until the end of their employment with the District, unless vacation days are otherwise scheduled by the employee and approved by their supervisor.
- c. Under extenuating circumstances, requests to accrue vacation leave over the maximum described in this Article may be authorized by the Director of Classified Personnel.

- d. The District may deny requests to accrue compensatory time off, instead of overtime, if an employee has accrued more than thirty (30) days of vacation, the maximum vacation accrual. (See Section 8.5.5 of this collective bargaining agreement.

**7.2.6 Vacation Payout:**

- a. Any employee who has thirty (30) days or more of accrued and unused vacation may submit a written request to the District to payout the accrued and unused vacation by submitting a vacation payout request via email to the Director of Classified Personnel, completing a "Vacation Payout Request Form" in Human Resources. The District has the discretion to grant or deny the request for a payout of accrued and unused vacation, based on available funding. If the request is made and granted before the 10<sup>th</sup> of any given month, it will be paid out within a reasonable period of time. on the next pay period. If the request is made on or after the 10<sup>th</sup> of any given month, it will be paid out on the pay period following the next pay period.
- b. If an employee has less than thirty (30) days of accrued and unused vacation, they may submit a hardship payout request to the District by submitting a vacation payout request via email to the Director of Classified Personnel, by completing a "Vacation Payout Request Form" in Human Resources. If the payout request is granted, it will be paid out within a reasonable period of time. on the next available variable payroll. The District has the discretion to grant or deny the hardship payout request based on available funding.

8. Article 7-Religious Observance. The parties agree to delete Section 7.3.10 as follows and renumber the collective bargaining agreement during contract clean up:

**7.3.10 Religious Observance**

- a. ~~Members of religious faiths whose religious holidays are not State recognized holidays will be granted leaves from duties on their major religious holidays sufficient to attend the services in their place of worship without loss of pay.~~
- b. ~~Such absences shall not exceed two (2) full days in any fiscal year.~~

9. Article 8-Compensation. The parties agree to add a reference to section 7.2.5 (e) to section 8.5.5 and to delete section 8.5.8:

8.5.5 Unit members have the right to accept or reject overtime work compensated by either overtime pay or compensatory time off (CTO) offered at the discretion of the immediate supervisor. (See Section 7.2.5(d).)

~~8.5.8 Unit members shall elect whether overtime work shall be compensated by overtime pay or compensating time off. If the member~~



~~elects overtime pay, such pay shall be paid within thirty (30) days of the work.~~

10. Contract Clean Up. The parties agree to an AFSCME and District working group to complete the contract clean-up process. This includes updating language without changing the intent of an Article or Section of the Parties' collective bargaining agreement.

11. Completion of Negotiations. The parties agree that this Tentative Agreement completely resolves negotiations for the 2019-2020.

12. Ratification. This Tentative Agreement is subject to ratification by AFSCME, and approval by the Elk Grove Unified School District Board of Trustees.

For AFSCME:

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Dated: \_\_\_\_\_

For EGUSD:

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