




AFSCME/ EGUSD Contract Tentative Agreement Summary

Fellow AFSCME Members, since September 2019 until now, your AFSCME Bargaining Team has been negotiating a successor Contract with EGUSD. These negotiations were unfortunately cut short due to COVID-19. The District proposed to all Unions (EGEA/ Teachers, CSEA, etc.) to take the articles for which there was already agreement, package them together and wrap up negotiations for this year. AFSCME begrudgingly agreed on the condition that we could “re-open” articles of the contract to negotiate during this year (2020-2021). Here is the summary of what was agreed upon. In this summary you will see changes to Probationary Period, Union Rights, Working Conditions, Holidays, Vacation, Vacation Payout, Religious Observance, etc. You will also be able to see who proposed the changes, AFSCME, EGUSD or Mutual Interest. One thing that you will not see in this agreement is anything pertaining to salaries. The District is currently faced with budget deficits in the upcoming years and, did not feel as though they were in a position to discuss salary at this time. However, we have the ability to re-open this contract to discuss salaries, among other items, at any time. Your AFSCME Bargaining Team has been, and will continue to, monitor the District’s budget situation and re-open the contract accordingly. Your Bargaining Team encourages you to not only review this summary, but also look over the full Tentative Agreement to help you make an informed vote. The full Tentative Agreement can be found on the AFSCME Local 258 website (www.afscme258.org).

Summary of proposed changes:

-  = AFSCME Proposed
-  = EGUSD Proposed
-  = Mutual Interest

- **Duration:**

- July 1, 2019 – June 30, 2020

- **Reopeners:**

- Due to COVID-19s effects and the shortened bargaining timeline, we can request to reopen up to four (4) articles during the term of this contract. The District can do this as well. We will also be able to continue negotiations pertaining to Articles that AFSCME previously proposed to work on during the term of this contract.

- **Probationary Period (Article 5&6):**

- Ed. Code, which are the laws that govern how school districts function, has changed their probationary period from **6 months** to **6 months or 130 days of paid service, whichever is longer**.
- The change in the contract is only to reflect Ed. Code and is REQUIRED as it is the law.

- **Union Rights (Article 2):**

- Language change: add Bargaining unit members and remove “employees”
- Language change: remove other language (service fees, section 2.4.7, 2.4.8) per law changes

- **Working Conditions (Article 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.

- **Holidays (Article 7.1):**

- What was previously the “One Local Holiday” will now be the “Working Day following the Local Holiday of December 25th”
- Example, if Dec. 25th falls on a Tuesday, you would get Wednesday off as well. If December 25th falls on a Friday, you would get the following Monday off.

- **Vacation (Article 7.2):**

- This whole section was completely reorganized and put in an order that makes more sense.
- The District wanted to reinforce the language around 30 - day maximum vacation accrual
- This provision has been in the contract for years (previously Article 7.2.2 i), however, it had not been enforced. This creates an unfunded liability that the District has been trying to negotiate with AFSCME for many years now and we were finally able to reach mutual terms.
- For AFSCME Members with over 30 days’ worth of Vacation time on the books (cap), as of 7/1/2020, we are happy to say that none of you will lose any vacation time you have accrued. You will keep it until one of the following occurs:
 - 1) You retire or resign from the District (When this occurs, you will be paid out the balance of your vacation accruals)
 - 2) You use your vacation accruals until you are under the cap
 - 3) You request vacation pay-outs until you are under the cap
- If you are under the 30 day vacation cap, but you end up accumulating more than 30 days’ worth of vacation by the end of the fiscal year, you will either be paid out the amount over 30 days by the end of October or will work with your supervisor to use some vacation time.

- **Vacation Payout (New Article, 7.2.6):**

- We now have it in our contract that AFSCME Members are able to submit a vacation payout request to HR if they are over the 30 day accrual cap.
- AFSCME Members are also able to submit a “Hardship Payout Request” even if they are under the 30 day accrual cap.

- **Religious Observance (Article 7.3.10):**

- There has been a lot of misconception around this Article for quite a while. Many people (not just AFSCME Members) believed that this was a separate bank of time to use specifically for religious holidays that were not already paid holidays off, however, it was never a separate bank of time. The District practice has always been to use an employee’s Vacation leave, Sick leave or Compensatory time (CTO) to pay you. This really was only the ability to request time off for a religious holiday, which people still have the ability to do.

- **Remove Article 8.5.8:**

- This piece conflicted with Article 8.5.5

- **Contract Clean Up:**

- We have the ability continue to clean up contract language while in contract as long as it doesn’t change the intent of such language.