

Tentative Agreement
Between
Elk Grove Unified School District
And
American Federation of State, County, and Municipal Employees, Local 258
Regarding
2020-2021 and 2021-2022

April 8, 2022

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", agree to the following Tentative Agreement ("Agreement") regarding the 2020-2021 and 2021-2022 school years.

Unless otherwise specified in this Agreement, the effective date of each of the terms of this agreement specified below shall be July 1, 2021.

1. Safety Mitigation Protocols.

The Parties agree that the District shall continue to adhere to State and Sacramento County Public Health Department safety mitigation orders and guidelines. Such safety and mitigation orders and guidelines continue to adapt based on the changing conditions of the pandemic. The District and AFSCME will continue to meet and confer regarding changes to safety protocols. AFSCME will cooperate with the District in any necessary public health actions.

2. 2020-2021 and 2021-2022 Ongoing Compensation.

a. 2020-2021 (2%).

Effective retroactive to July 1, 2020, two percent (2%) shall be added to the 2019-2020 AFSCME salary schedules consistent with the attached 2020-2021 #21 AFSCME salary schedule.

b. 2021-2022 (2%).

Effective July 1, 2021, two percent (2%) shall be added to the new 2020-2021 #21 AFSCME salary schedules consistent with the attached 2021-2022 #21 salary schedule.

c. The Parties agree that the section 2(a) and section 2(b) retroactive payments shall not apply to any supplemental pay and overtime pay for work performed during 2020-2021 and 2021-2022 school years.



d. Unfreeze Steps 5/6.

i. Effective upon ratification of this Tentative Agreement by both Parties and retroactive to July 1, 2021, the Parties agree that step 6 of the 2021-2022 salary schedule shall be eliminated, and the new 2021-2022 AFSCME salary schedule shall be comprised of a total of 6 steps consistent with the attached and revised new 2021-2022 school year AFSCME salary schedule.

ii. The Parties agree to revise Section 8.2 of the Parties' collective bargaining agreement, titled Schedule Structure, as follows:

8.2.1 The 2021-2022 AFSCME salary schedule, #21, shall be consistent with the attached 2021-2022 salary schedule. The 2020-2021 salary schedule, #21, is incorporated by this reference into the parties' collective bargaining agreement.

The difference between Step 1 and Step 2 is 7%.

The difference between Step 2 and Step 3 is 7%.

The difference between Step 3 and Step 4 is 7%.

The difference between Step 4 and Step ~~5/6~~ is 5%.

The difference between Step ~~5/6~~ and Step ~~7~~ 6 is 3.5%.

3. 2021-2022 One-time Compensation.

a. AFSCME Bargaining Unit members, hired as AFSCME unit members on June 30, 2021 or before that date as AFSCME unit members and who worked continuously as AFSCME unit members without a break in paid service since June 30, 2021 through and including through April 8, 2022, shall receive a one-time off-of-the-schedule payment of one thousand, seven hundred dollars, and no cents (\$1,700.00). To be eligible for this one-time payment, the unit member must also be in uninterrupted/continuous paid status with the District as an AFSCME unit member from June 30, 2021 through and including on April 8, 2022. This one-time off-of-the-schedule payment shall not be prorated for less than full time unit members.

b. AFSCME Bargaining ^{that} Unit members, hired as AFSCME unit members on July 1, 2021 or after ~~date~~ as AFSCME unit members and who worked continuously as AFSCME unit members without a break in paid service since July 1, 2021 through and including through April 8, 2022, shall receive a one-time off-of-the-schedule payment of four hundred dollars and no cents (\$400). To be eligible for this one-time payment, the unit member must also be in uninterrupted/continuous paid status with the District as an AFSCME unit member from July 1, 2021 through and including on April 8, 2022. This one-time off-of-the-schedule payment shall not be prorated for less than full time unit members.

4. Two Additional Professional Development Days (2021-2022 and 2022-2023).

a. AFSCME and EGUSD are committed to professional development for all unit members. It is understood that all unit members shall participate in up to two days of professional development during the 2021-2022 and 2022-2023 school years only, outside of the unit member's contracted work year focused on topics that may include, but are not limited to Equity, Cultural Responsiveness, Implicit Bias Awareness, and/or other related topics.

b. Unit members shall receive per diem pay for full day participation in such training. If the training is completed outside of the regular full time work day, the overtime provisions included in the collective bargaining agreement shall apply.

c. If full implementation of the training during the 2021-2022 school year does not occur, the parties shall meet and confer to discuss alternative means by which the training will be extended into a subsequent school year.

5. Comparability Study.

The Parties agree to participate in a comparability study.

6. NEW. Bereavement Leave, Sections 7.3.1(i) and 7.3.7

Effective January 1, 2022, the Parties agree to replace sections 7.3.1 (i) and 7.3.7 of the Parties' collective bargaining agreement as follows:

~~7.3.1 (i). Immediate family referred to throughout Article 7 shall mean the mother, father, husband, wife, registered domestic partner, son, daughter, brother, sister, grandfather, grandmother, grandson, granddaughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepchildren, foster parents, foster children, parents of the registered domestic partner, or any relative living in the immediate household of the employee~~

New 7.3.1. Immediate family referred to throughout Article 7 shall mean the biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee or the employee's spouse or registered domestic partner stands in loco parentis, regardless of age or dependency status; an employee's or an employee's spouse/registered domestic partner's biological, adoptive, or foster parent, stepparent, or legal guardian or a person who stood in loco parentis when the employee or the employee's spouse/registered domestic partner was a minor child; a spouse; a registered domestic partner; a grandparent; a grandchild, or a sibling; the employee's spouse's/registered domestic partner's children, parents, grandparents, grandchildren, or siblings, or any relative living in the immediate household of the employee.

~~7.3.7 Bereavement a. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family or five (5) days if out of state travel is required. If the loss is of a spouse, registered domestic partner, or a child, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.~~

New 7.3.7 Requirements. Unit members shall be granted three (3) days paid leave of absence on account of death of any member of his/her immediate family, which includes children, parents, grandparents, grandchildren, or siblings of the employee's spouse or registered domestic partner consistent with the Section 7.3.1 definition of "immediate family" and five (5) days if out-of-state travel is required. Three (3) days of paid bereavement leave shall be available for unit members who experience a miscarriage. If the loss is of a spouse or a child, including stillbirth, unit members shall be granted ten (10) days of bereavement leave. Prior approval is not required.

Both parents may utilize bereavement leave for purposes of miscarriage and stillbirth. For purposes of this bereavement leave section the Centers for Disease Control and Prevention's (CDC's) definition of miscarriage and stillbirth shall apply.

Bereavement Leave days shall not be deducted from the sick leave balance.

7. Paid Pregnancy Disability Leave

Effective January 1, 2022, delete existing section 7.3.15 and replace with new section 7.3.15 as follows:

~~7.3.15 Pregnancy Disability Leave~~

~~a. Pregnancy Disability leave provided by this section is a paid leave of absence prior to or after the birth of the baby for a length of time specified by your attending physician.~~

~~b. A unit member may use sick leave for a temporary disability resulting from pregnancy, miscarriage or recovery therefrom. It is required that a disability statement from a licensed physician be submitted to Human Resources which verifies the duration of the disability. Upon such verification, the unit member shall be entitled to use sick leave.~~

~~c. Request for such leave shall be submitted to Human Resources at least three (3) weeks prior to the anticipated date on which the leave is to commence whenever possible.~~

New 7.3.15 During that period of time during which a unit member is physically disabled and unable to perform their regular duties due to pregnancy, miscarriage, childbirth and/or recovery there from, such full-time unit member shall be granted up to 20 work days of fully Paid Pregnancy Disability leave, prorated for less than full-time unit members, consistent with the following.

a. Paid Pregnancy Disability Leave is only available for use during the period of the unit member's pregnancy-related disability, to be used beginning on the first day of the unit member's pregnancy-related disability and shall be used first prior to sick leave use and will not be accrued and will not be coordinated with other leaves for any for other purposes. Pregnancy Disability Leave shall not be used for medical appointments that are pregnancy-related appointments.

b. To be eligible for this Paid Pregnancy Disability Leave, the unit member is required to submit signed medical documentation from a licensed physician to Human Resources specifying that the unit member has a pregnancy-related disability and the estimated amount of time off the unit member requires as a result of the pregnancy related disability.

c. Upon receipt by Human Resources of the signed medical documentation from a licensed physician specifying that the unit member has a pregnancy-related disability the unit member shall be entitled to use this Paid Pregnancy Disability Leave prior to utilizing the unit member's accrued and unused sick leave and consistent with section 17.2.3.

8. ARTICLE 2: UNION RIGHTS

The Parties agree to the following revisions to Article 2 regarding Union Rights:

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

9. ARTICLE 5 WORKING CONDITIONS

The Parties agree to the following revisions to Article 5, Working Conditions:

5.1 Definitions

- 5.1.1 Permanent Employee: Employees hired on either a full-time or part-time basis, with the understanding that their employment will continue as long as their work and conduct meet the requirements of the District. However, the employees will not be officially designated permanent until the probationary period has been rendered in a satisfactory manner.
- 5.1.2 Short-term Employee: Pursuant to California Education Code § 45103(d)(2) and 45103(d)(3), any person who is employed to perform a service for the district upon the completion of which the service required or similar services will not be extended or needed on a continuing basis. Substitute and short-term employees, employed and paid for less than 75 percent of a school year shall not be a part of the classified service nor members of the bargaining unit. "Seventy-five percent of a school year" means 195 working days, including holidays, sick leave, vacation and other leaves of absence, irrespective of number of hours worked per day.
- 5.1.3 Substitute: Pursuant to California Education Code § 45103(d)(1), any person employed to replace a classified employee who is temporarily absent from duty, while a position is posted, and/or filling a position for not longer than sixty (60) work days".
- 5.1.4 Probationary Employee: An employee who is serving the District in a position will become a regular or permanent employee after the probationary period has been served.
- 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 ~~longer~~ 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.

5.1.6 Proportional Credit: For the purpose of prorating service for District benefits, probationary time, eligibility for step increment and salary, 173.33 hours of employment shall equal one month of full-time service.

5.4 Assignment-Shifts-Hours

5.4.1 If there are no volunteers for changes in hours, the assignment will be done on the basis of seniority. Ten (10) work days will be allowed for the transition except in exigent circumstances.

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 shift assignment preference on the basis of seniority within their job site/department.

5.4.3 Split shifts which require a current employee to modify his or her hours shall be negotiated between the District and AFSCME. Current split shifts will be grand parented. Additional hours added to current positions which split shifts will not be subject to negotiation.

5.4.4 Assignment of School Security Specialists and School Police & Security Dispatcher Assistant, School Police & Security Dispatchers may be a four (4) day, forty (40) hour work week, a 9-8-80, or a work schedule as determined necessary by the Associate Superintendent, Human Resources or Designee.

5.7 Uniforms

5.7.1 A uniform allocation will be provided for Campus Supervisors, Custodial, Food and Nutrition Services, Grounds, Maintenance, Purchasing Warehouse/Print Shop, and School Security Specialists for wear while on duty. School logo shirts are not considered a part of uniform allocation, but may be used.

a. All Custodians and Campus Supervisors will be provided with five (5) industrial shirts annually and one (1) jacket every three (3) years.

b. Food and Nutrition Services, excluding Food Nutrition Services Warehouse, will be provided an apron as no uniform is required.

c. Food and Nutrition Services Warehouse unit members will be provided with:

- i. Five (5) industrial shirts annually.
- ii. One (1) jacket every (3) years.
- iii. Insulated safety (steel-toed) footwear every year.
- iv. The District will identify two (2) retail locations where appropriate Safety Footwear may be purchased and develop a process for remittal to identified retailers.
- v. The maximum allowance for Safety Footwear will be \$160.00 per pair plus applicable taxes every year.
- vi. Unit members for whom safety footwear is provided are required to wear this footwear during working hours.

d. All Maintenance and Grounds will be provided with five (5) industrial shirts annually, one (1) jacket every three (3) years. ~~Mechanics and~~ Preventative Maintenance Technicians & Grounds Equipment Operators will be provided with two (2) pairs of industrial overalls per year (or whenever the overalls are worn out). Electricians and HVAC Specialists shall receive two safety shirts annually. Other positions in Maintenance and Grounds may be provided with industrial overalls when deemed necessary by their supervisor.

- i. Safety (steel-toed or composite toed) footwear every year.
- ii. The District will identify two (2) retail locations where appropriate Safety Footwear may be purchased and develop a process for remittal to identified retailers.
- iii. The maximum allowance for Safety Footwear will be \$160.00 per pair plus applicable taxes every year.
- iv. Unit members for whom safety footwear is provided are required to wear this footwear during working hours.

e. Purchasing Warehouse/ Print Shop unit members will be provided with: OK

- i. Five (5) industrial shirts annually.
- ii. One (1) jacket every (3) years.
- iii. Safety (steel-toed or composite toed) footwear every year.
- iv. The District will identify two (2) retail locations where appropriate Safety Footwear may be purchased and develop a process for remittal to identified retailers.
- v. The maximum allowance for Safety Footwear will be \$160.00 per pair plus applicable taxes every year.
- vi. Unit members for whom safety footwear is provided are required to wear this footwear during working hours.

- f. School Security Specialists - See Article 14 for uniform allocation.
- 5.7.2 Only probationary/permanent employees are eligible for the uniform allocation.
- 5.7.3 Uniform articles, keys and badges, remain the property of the District and must be returned upon request by the District at the end of unit members' employment with the District.
- 5.7.4 Employees issued uniforms are required to wear them while carrying out the duties and responsibilities of their position.
- 5.7.5 Uniform specifications (color, material, styling, etc.) are governed by the Elk Grove Unified School District. Clothing items not complying with specifications are not to be worn unless approved by the Department Supervisor.

The color of uniforms will be recommended by the Section 5.7.8 Committee:

Campus Supervisors	black
Custodial	blue
Food & Nutrition Services warehouse <u>Warehouse</u>	gray
	pinstriped
Grounds	green
Maintenance	gray
Maintenance Painters	white shirts
Purchasing warehouse/ <u>Warehouse/ Print Shop</u>	tan

- 5.7.6 Employees required to wear uniforms must begin each work day clean, neat and attired in properly fitting prescribed uniforms. Uniform items, and pants with visible areas of wear or disrepair will not be worn, but shall be replaced as quickly as possible by the District. Certain positions may be required to wear long pants to ensure safety when performing safety-sensitive tasks.
- 5.7.7 Inclement weather gear including rain boots, rain jackets, and rain pants, if determined necessary by the supervisor, will be available to each work site for employees to work outside during inclement weather.

5.7.8 District-Provided Wear

On an as needed basis, District and AFSCME agree to create a sub-committee for selection of colors; committee representatives to be determined by each party.

5.7.9 The District agrees to make a reasonable effort to deliver uniforms to unit members by December 1st of each year.

10. ARTICLE 6 EMPLOYMENT PRACTICE

The Parties agree to the following revisions to Article 6 regarding Employment Practices:

6.5 Promotion

6.5.1 The District shall first consider unit members in good standing and who meet the minimum requirements for promotional advancement within a defined classification before considering substitutes and external applicants. Unit members shall serve a probationary period in the new position of six (6) months pursuant to Article 6.6.4.

6.5.2 Internal applicants for a position will be screened for qualifications and unit members will be excused from work, when necessary, to participate in an EGUSD interview process.

6.5.3 The District Promotional Report, ~~will be available to AFSCME upon request.~~ included in the District's Personnel Actions document as a part of the Board meeting Consent Agenda, will be provided to the AFSCME President during the regularly scheduled labor meetings with Human Resources or upon request from the AFSCME President, as needed.

6.5.4 Training opportunities to enhance promotability will be available to those who request.

11. ARTICLE 7 HOLIDAYS/ VACATIONS/ LEAVES

The Parties agree to the following revisions to Article 7, regarding Holidays:

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 2-Working Day following the Local Holiday of December 25~~
Memorial Day

~~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.~~

7.1.2 On March 31, or on the day determined by the governing board, public schools and educational institutions may include exercises, funded through existing resources, commemorating and directing attention to the history of the farm labor movement in the United States and particularly the role therein of Cesar Chavez. AFSCME desires to coordinate with our other bargaining units ways in which the celebration may be cooperatively planned and implemented.

7.1.3 Employees will receive those holidays falling within their work year. Holidays falling within the employee's vacation period do not count as vacation days.

7.1.4 If a holiday falls on a Saturday, the day provided for the holiday will be the day before. If the holiday falls on a Sunday, the day provided for the holiday will be the day after.

12. ARTICLE 10 PROFESSIONAL GROWTH

The Parties agree to the following revisions to Article 10, Professional Growth:

10.1 Professional Growth

10.1.1 It is the policy of the Board of Education to aid and encourage in any way possible the growth of employees in knowledge and skills pertaining to their jobs and to provide opportunities in the form of workshops, etc., for such growth.



- a. The District agrees to form a balanced committee with AFSCME to address the professional growth training needs of AFSCME unit members.
- b. The District agrees to identify its training concerns and share them with community colleges, adult schools, ~~and~~ other accredited institutions, trade/vocational schools, and other vendors or organizations who may provide training, to assist AFSCME in meeting the career development of unit members. The District reserves the right to approve the specific trainings and training providers.
- c. The District agrees to work with AFSCME to increase the number of workshops and seminars for classified employees, including day, evening, and weekend classes at area community colleges, adult schools, ~~and other~~ accredited institutions, trade/vocational schools, and other training provided by vendors or other organizations. The District reserves the right to approve the specific trainings and training providers.
- d. The District will initiate a program of initial and recurring training for managers in evaluation and discipline of classified employees.

10.1.2 Classified employees may be expected to attend a reasonable number of in-service training meetings, workshops, etc. Hours earned will be reflected as in-service credit, as negotiated in Article 8, Section 8.2.2, if participation is outside the scheduled work day.

10.1.3 Purposeful staff meetings develop growth cohesiveness by promoting growth through group communication. Meetings should be held regularly. Through such meetings, the classified staff is given an opportunity to receive and understand administration procedures, to become familiar with the aims and purposes of the philosophy of the schools for the continuing improvement of all school operations and facilities.

13. ARTICLE 7 HOLIDAYS/ VACATIONS/ LEAVES

The Parties agree to the following revisions to Article 7 regarding Vacations.

7.2 Vacations

7.2.1 Definitions:

Day: A "Day" for the 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 of service earns vacation in proportion to paid service. ~~the time served.~~
- 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.~~
- d. ~~Summer school employees~~ Bargaining unit members who work Summer School shall 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 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. ~~for vacations lasting five working days or longer.~~ Special consideration shall be given to emergencies.

c. The District will consider the preference of the employee bargaining unit member 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 anticipates 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 Excessive Accruals:

a. Effective July 1, 2020 2022, no bargaining unit member employee will be allowed to accumulate more than thirty (30) days of vacation by the end of the fiscal year. If an employee bargaining unit member 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. 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 bargaining unit member and approved by their supervisor.

c. Under extenuating circumstances, requests to accrue vacation over the maximum described in this Article may be authorized by the Chief Human Resources Officer, or designee.

d. The District may deny requests to accrue compensatory time off, instead of overtime, if an employee a bargaining unit member has accrued more than thirty (30) days of vacation, the maximum accrual.

7.2.6 Vacation Payout:

a. Any employee bargaining unit member 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 Chief Human Resources Officer, or designee. 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, it will be paid out within a reasonable period of time.



b. If an employee bargaining unit member 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 Chief Human Resources Officer, or designee. If the payout request is granted, it will be paid out within a reasonable amount of time. The District has the discretion to grant or deny the hardship payout request based on available funding.

14. Duration.

The Parties agree to revise Article 15 regarding Duration to extend the Parties agreement two years as follows:

The collective bargaining agreement between the parties shall be effective from July 1, 2020 to June 30, 2022. Except as provided in this Tentative Agreement, all other terms and conditions of the parties' collective bargaining agreement shall remain in full force and effect.

For AFSCME:

Dianna Campbell

[Signature]

[Signature]

Nicholas

[Signature]

Date:

4/8/22

For EGUSD:

[Signature] D. Reilly

[Signature]

[Signature]

Haven Regierles

[Signature]

Date:

4/8/22

DR