

MEDIATED TENTATIVE AGREEMENT

On February 7, 2019, the California School Employees Association and its Chapter 98 and the Tracy Unified School District reached the following mediated tentative agreement. This mediated tentative agreement closes contract negotiations for the 2017-2018 and 2018-2019 contract years. All articles not TA'd below or previously will remain as status quo.

ARTICLE XI HOURS AND OVERTIME

11.2 Reduction in Hours: The District shall give notice to CSEA regarding any reduction in hours. (New Section)

11.3 Work Year: The District shall establish the normal work year for each bargaining unit employee after meeting and conferring with CSEA.

(Remainder status quo except for renumbering of Article.)

ARTICLE VIII PAY AND ALLOWANCES

The following modifications will be made to the Classified salary schedule contained in Appendix A.

For the 2017-2018 contract year, a 1.56% salary increase, retroactive to July 1, 2017. ~~Retroactive payments shall be provided to those employees who were employed on or after May 1, 2018.~~ For the 2018-2019 contract year, a 3.44% salary increase, retroactive to July 1, 2018.

Both parties agree to waive the requirement that retroactive payment be made within 20 days of the pay increase being placed on the salary schedule.

ARTICLE X FRINGE BENEFITS

10.1 A. The District shall provide a health benefit allowance of \$8482 9732 per employee for all employees in the bargaining unit working eight (8) hours or more per day, 5 days per week. (This increase goes into effect upon ratification by both parties and is not retroactive. The District and CSEA agree to reopen Fringe Benefits



for addressing Opt Out with CVT for side letter purposes for the 2018-19 school year).

~~In addition, employees hired prior to January 1, 1997, will receive a monthly stipend amount based on one or more of the following:~~

- ~~1. Date of hire~~
- ~~2. Hours required to receive full benefits~~
- ~~3. Number of months worked per year~~
- ~~4. Hours worked per day~~
- ~~5. Paid days per year~~

- B. Income protection shall be provided to those employees who work 4 hours or more at District expense. Employees who work less than 4 hours per day may purchase Income Protection Benefits solely at their expense.
- C. Employees shall have the choice of electing which Health Plan to enroll in during the open enrollment period.

- 10.2 Classified employees in the bargaining unit whose work assignment is less than forty (40) hours, but at least twenty (20) hours shall be allotted a prorated share of the health benefit allowance and shall be permitted, upon application to the payroll office, to enroll in the District's total health insurance plans by paying premium costs through a combination of the amount of the health benefit allowance plus an authorized payroll deduction. Enrollment in only a portion of the District's total health insurance programs shall not be permitted. The prorated share of the health benefit allowance shall not be available to employees who choose not to enroll in the District's health insurance plans or to retirees.
- 10.3 Individuals employed on or after July 1, 1984 will be subject to proration against eight (8) hours per day as full-time. Individuals receiving benefits before July 1, 1984 will be subject to proration against six (6) hours per day as full-time.
- 10.4 Employees returning from lay-off status shall be entitled to the same fringe benefit prorations as when they were laid-off. Such employees, upon returning to permanent employment, shall have thirty (30) days in which to request entitled benefits.
- 10.5 Fringe Benefit Study Committee: The District and the Association will continue to use the established committee to discuss and review fringe benefit issues.

ARTICLE XXXIX
EFFECT OF AGREEMENT

- 39.1 It is understood and agreed that the specific provisions contained in this agreement shall prevail over any past District practice or procedure and shall prevail over state law to the



extent permitted by state law. The provisions of this agreement shall be incorporated into and be considered part of the established policies of the Board. ~~In the absence of the specific provision of this agreement, any past practice or procedure is hereby declared to be discretionary on the part of the District.~~

39.2 It is further understood and agreed that to the extent benefits provided hereunder are mandated by state law, such benefits are not in addition to those prescribed by law, but rather are incorporated herein for the convenience of parties.

39.3 During the term of this agreement the Association and District waive and relinquish the right to "meet and negotiate" and agree that the parties shall not be obligated to "meet and negotiate," unless mutually agreed upon by both parties, with respect to any subject or matter whether referred to or covered in this agreement or not, even though any specific subject or matter may not have been within the knowledge or contemplation of either or both the District and Association at the time they met and negotiated on and executed this agreement, and even though such subject or matters were proposed and later withdrawn.

ARTICLE XLIV **DURATION OF AND PROCEDURE FOR MODIFYING THIS AGREEMENT**

THIS AGREEMENT shall be effective upon ratification and execution, and shall be in full force and effect from July 1, ~~2015~~ **2018** through June 30, ~~2018~~ **21**.

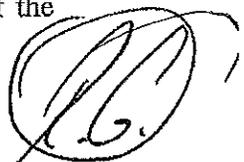
~~The parties agree to status quo for the 2014-2015 school year, which concludes negotiations for the 2014-2015 school year.~~

For the ~~2015-2016~~ **2019-2020** school year, the parties will be allowed up to ~~two (2)~~ **three (3)** reopeners, ~~excluding~~ **plus** Article VIII, Pay and Allowances, and Article X, Fringe Benefits. The Association will submit their reopeners no later than March 15, ~~2016~~ **2019**. The District shall respond in writing within (30) days of receipt of the Association's reopener proposal.

~~For the 2016-2017 school year, the parties will be allowed up to two (2) re-openers, plus Article VIII, Pay and Allowances, and Article X, Fringe Benefits. The Association will submit their reopeners no later than March 2017. The District shall respond in writing within (30) days of receipt of the Association's reopener proposal.~~

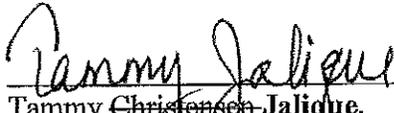
For the ~~2017-2018~~ **2020-2021** school year, the Association shall submit their proposal for a successor Agreement to the District ~~between January 1 and~~ **no later than** March 15, ~~2018-2020~~. The District shall respond in writing within (30) days of receipt of the Association's successor proposal.

Representatives of the District and the Association shall, after exchange of proposals as provided above, meet and negotiate in good faith as provided by law. Five (5) representatives of the



Association shall have the right to receive release time without loss of compensation when meeting and negotiating under the provisions of this article.

If the District determines the combined work schedule and negotiation schedule of a CSEA negotiating team member leads to unsafe working conditions, the District reserves the right to authorize a variation in work days in accordance with Article XI, Hours and Overtime.



Tammy Christensen-Jalique,
Associate Superintendent for Human Resources



Michael Caulfield,
CSEA Tracy Chapter for #98 President

Date 2/7/19 _____

Date 2-7-19 _____

President
Board of Trustees

Date _____



TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

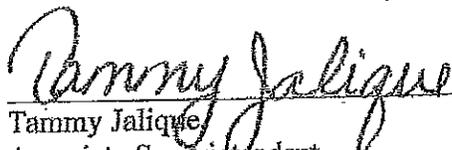
June 19, 2018

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following modifications to Article XIII Bereavement Leave:

ARTICLE XIII
BEREAVEMENT LEAVE

- 13.1 An employee is entitled to a leave of absence not to exceed three (3) days on account of a death of any member of his immediate family. If an employee travels beyond a three hundred (300) mile radius of Tracy on account of a death of any member of his immediate family, the employee will be entitled to an additional two (2) days. No deductions shall be made from the salary of such employee nor shall such leave be deducted from leave granted by other sections of this agreement. Members of the immediate family, as used in this agreement, means the mother, father, step father, step mother, step children, grandmother, grandfather, step grand-parents, grandchild, spouse, **registered domestic partner**, son, brother-in-law, sister-in-law, son-in-law, daughter, daughter-in-law, brother, sister, step brother, step sister, aunt, uncle, niece or nephew of the employee, ~~or~~ of the spouse of the employee, ~~or the registered domestic partner of the employee~~, or any relative living in the immediate household of the employee.

Agreed to this 19th day of June, 2018 in Tracy California.



Tammy Jalique
Associate Superintendent
for Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
and
Tracy Unified School District

June 19, 2018

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following modifications to Article XXXIII Grievance Procedure:

ARTICLE XXXIII
GRIEVANCE PROCEDURE

33.1 Definitions:

- A. A "grievance" is a claim by a member of the unit that this agreement, including provisions of previous Memoranda of Understanding between the parties to the extent that they are incorporated herein, has been violated, misapplied, or misinterpreted. To the extent that the Association, as distinguished from those it represents, has rights pursuant to this agreement, the Association may file and pursue a grievance in the same manner as though it were a member of the unit.
- B. A grievant is a member of the bargaining unit covered by this Agreement who files a grievance. However, no grievance may be filed on behalf of a probationary employee to contest his or her termination of employment.
- C. A workday is any day on which the District administration office is open for business.

33.2 Presentation of Grievance:

Every effort will be made to schedule meetings and hearings for the processing of grievances at times which will least interfere with the regular workday of the participants. Any grievance meeting or hearing shall be held during the work day; any employee required by either party to participate as a witness, grievant, or representative at such meeting or hearing shall be released from regular duties without loss of pay for such time as is required for attendance at such meeting or hearing.

33.3 Grievance Procedure

Step 1: Within ten (10) workdays after the grievant has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance, the grievant shall initially meet with his or her immediate supervisor in an attempt to resolve the grievance informally. The supervisor shall give a written answer within ten (10) workdays after such meeting.

Step 2: If the Step 1 discussion fails to resolve the grievance, then a formal grievance may be initiated as set forth in Step 2. Any employee covered by this Agreement who has a grievance shall submit it to his or her immediate supervisor provided that said grievance shall be in writing and signed by the aggrieved employee. The supervisor shall give a written answer within ten (10) workdays after such presentation.

Step 3: If the grievance is not settled in Step 2 and the Union wishes to appeal the grievance to Step 3 of the Grievance Procedure, it shall be referred in writing to the next level administrator within ten (10) workdays after the supervisor's answer in Step 2. The next level administrator, or his or her designee, shall discuss the grievance within ten (10) workdays with the Union at a time mutually agreeable to the parties. If not settlement is reached, the next level administrator, or his or her designee, shall give a written answer to the Union within ten (10) workdays following their meeting.

Step 4: If the grievance is not settled in Step 3 and the Union desires to appeal, it shall be referred by the Union in writing to the Associate Superintendent for Human Resources, or his/her designated representative, within ten (10) workdays after the next level administrator's answer in Step 3. A meeting between the Associate Superintendent or his/her representative, and the Union shall be held at a time mutually agreeable to the parties, within ten (10) workdays of receipt of the Union's appeal. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Associate Superintendent, or his/her representative, and the Union. If no settlement is reached, the Associate Superintendent or his/her representative, shall give the District's written answer to the Union within ten (10) workdays following the meeting.

33.4 Mediation:

If the grievance is not settled in Step 4 and the Union desires to appeal, CSEA may, within ten (10) workdays, notify the District of the decision to submit to mediation with a mediator appointed by State Mediation and Conciliation.

33.5 Advisory Arbitration:

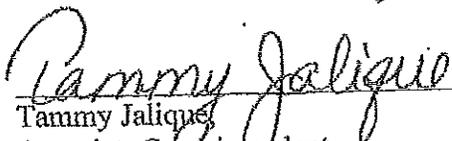
- A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to advisory arbitration within ten (10) workdays after receipt of the Associate Superintendent's answer in Step 4. It shall be the function of the arbitrator to make a recommendation to the Governing Board for the resolution of the grievance.

- B. The parties shall attempt to agree upon an arbitrator within ten (10) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the State Conciliation Service to submit a panel of five (5) arbitrators. Either party may reject one (1) entire panel. Both the District and the Union shall have the right to strike two (2) names from the panel. One party shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth name, and the remaining person shall be the arbitrator. The order of striking shall be determined by a coin toss. The arbitrator shall be notified of his selection by a joint letter from the District and the Union requesting that he or she set a time and place, subject to the availability of the District and Union representatives. All arbitration hearings shall be held in Tracy, California (unless the parties mutually agree otherwise).
- C. The District and the grievant shall share equally all costs for the services of the arbitrator, including, but not limited to, per diem expenses, travel and subsistence expenses.
- D. Either party may request a certified court reporter to record the arbitration hearing. The cost of the service and expenses of such court reporter shall be paid by the party requesting the reporter or shared by the parties if they mutually agree to do so. If the arbitrator requests a court reporter, the cost shall be shared by both parties and the court reporter shall deliver a copy of the transcript of the proceedings to the arbitrator within fifteen (15) days of the last day of the hearing. Any party to the proceeding shall be entitled to a copy of the reporter's transcript upon payment of the required fee.
- E. The arbitrator's advisory recommendation shall be presented to the District's Governing Board. The District shall present the arbitrator's decision to the Governing Board. The Governing Board shall review the arbitrator's recommendation and may review the evidence submitted at arbitration. The Governing Board may adopt the arbitrator's recommendation or modify it at its discretion. The decision of the Governing Board shall be final and not subject to review by any court or agency.
- F. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

33.6 Time Limit for Filing:

- A. No grievance shall be entertained or processed unless it is submitted within ten (10) workdays after the employee concerned has become aware or should have become aware, through the use of reasonable diligence, of the occurrence of the event giving rise to the alleged grievance. If a grievance is not presented within the time limits set forth above, then it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, then it shall be considered settled on the basis of the District's last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, then the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the District and the Union representatives involved in each step.

Agreed to this 19th day of June, 2018 in Tracy California.



Tammy Jalique
Associate Superintendent
for Human Resources



Michael Caulfield
President, CSEA Tracy Chapter #98

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
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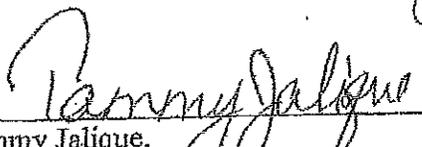
August 16, 2018

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to the following modifications to Article VII Job Stewards and Site Representatives:

ARTICLE VII
JOB STEWARDS AND SITE REPRESENTATIVES

- 7.1 CSEA shall designate job stewards. CSEA may designate site representatives at each site.
- 7.2 Job stewards shall have the authority to file notice and take action on behalf of identified bargaining unit employees with their consent relative to rights afforded under this agreement.
- 7.3 With prior approval of his/her immediate supervisor, a job steward shall be permitted to leave his normal work area for such time as is necessary to appear on behalf of an employee in the bargaining unit at any meeting or hearing with District officials for a grievance or disciplinary action. **If the meeting is scheduled at a time for which no CSEA representative is available, the meeting will be rescheduled to allow for representation.**
- 7.4 If an adequate level of service cannot be maintained in the absence of a job steward any scheduled hearings or meetings shall be postponed until such time as the job steward will be available.
- 7.5 Site representatives will be responsible for distributing CSEA authorized communications at their site to all bargaining unit members. Site representatives are a vital communication link between bargaining unit members at the site to the Chapter leadership.

Agreed to this 16th day of Aug, 2018 in Tracy California.



Tammy Jalique,
Associate Superintendent
for Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98