

NOTICE

SPECIAL MEETING OF THE GOVERNING BOARD

TRACY UNIFIED SCHOOL DISTRICT

DATE: TUESDAY, NOVEMBER 09, 2021

**PLACE: DISTRICT EDUCATION CENTER
BOARD ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA**

TUSD Board meetings are held in person. Masks are required.

To view the live stream of this meeting, please following this link: [Board Meeting Live](#)

TIME: 6:55 PM Open Session

A G E N D A

- | | |
|---|----------------|
| 1. Call to Order | Pg. No. |
| 2. Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking and B. Etcheverry. | |
| 3. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent. (Please complete a yellow speaker’s card). | |
| 4. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items. | |
| 4.1 Human Resources: | |
| 4.1.1 Approve Tentative Agreements with the California Employees Association (Separate Cover Item) | 1-16 |
| Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___ | |
| 5. Adjourn | |

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent’s Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent’s Office at least 24 hours prior to the meeting.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 29, 2021
SUBJECT: Approve Tentative Agreements with the California School Employees Association

BACKGROUND: Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association, the Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024. The Articles listed below were the reopeners for 2021-2022 negotiations.

The parties have concluded the negotiation process and have signed tentative agreements (attached) on the following articles:

- Article VI, Organizational Security – TA signed September 27, 2021 (see attached)
- Article VIII, Pay and Allowances - TA signed June 15, 2021 (see attached)
- Article VIII, Change in Classification -- TA signed June 30, 2021 (see attached)
- Article X, Fringe Benefits – TA signed June 15, 2021 (see attached)
- Article XI, Hours and Overtime TA signed 9/27/2021 (see attached)
- Article XXVII, Holidays – TA signed 10/6/2021 (see attached)

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

This agenda item meets District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Pay increases described in the tentative agreement for Article VIII, Pay and Allowances (see attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the California School Employees Association.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources.

TENTATIVE AGREEMENT

Between

TRACY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following modifications to Article VI Organizational Security as follows:

ARTICLE VI
ORGANIZATIONAL SECURITY

~~6.1~~—The parties of this Agreement acknowledge that CSEA has notified the Tracy Unified School District to implement the provisions of Government Code Section 3546(a), requiring as a condition of employment, the deduction of CSEA dues or fair share fee from the wages or salary of every bargaining unit member. This agreement requires an employee as a condition of continued employment to either join the Association or pay the Association a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.

6.2 6.1 The Association shall have the sole and exclusive right to payroll deduction of regular membership dues and agency shop service fee payers additional voluntary deductions e.g. Victory Club; and Dorothy Bjork Humanitarian Fund. The District shall, at no charge to CSEA, deduct membership and additional voluntary deductions for all unit members under this Agreement; and remit those deductions to CSEA.

6.3 6.2 The District agrees to notify the CSEA Chapter President and/or designee(s) of all newly hired employees and corresponding new employee orientations with a minimum of ten (10) days prior notification via electronic mail, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Notifications shall consist of the employee(s) full name, contact information, job title, assigned location and date/time of scheduled orientation.

6.3 "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, recently hired by the District into a CSEA bargaining unit position and who is still employed as of the date of the new hire orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for the purpose of this article only, the "date of hire" is the date upon which the employee's status changes such that the employee was placed in the CSEA unit.

6.4_ “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

6.5_ The District shall provide CSEA with contact information on the new hires to the extent the District possesses the information. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, or through a password protected electronic file within 30 day of hire or by the first pay period of the month following hire. This contact information shall include the following items, with each field in its own column:

- i. First name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix
- v. Job title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work extension;
- x. Home street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Personal cellular telephone number (10 digits);
- xvi. Personal email address of the employee;
- xvii. Birth date;
- xviii. Employee ID;
- xix. CalPERS status;
- xx. Hire date.

6.6_ The District shall provide CSEA with the information listed above in 6.6 (b) for all bargaining unit members on or before the last working day of September, January and May.

6.7_ ~~The District shall provide the CSEA Chapter President or designee with paid release time for up to one (1) hour during each District scheduled orientation session for the purpose of providing CSEA membership information to newly hired unit members. The CSEA Chapter President or his/her designee shall be allowed up to one (1) hours during each District scheduled orientation session. The District shall provide up to one (1) hour of release time to The CSEA Chapter President or designee~~ **shall have use of Presidential Release via Article XXV section 25.1 of the Master Agreement** for each District scheduled orientation for the purpose of providing CSEA membership information to newly hired unit members. This release time will be deducted from the president release

time of 20 days per year as noted in Article XXV section 25.1 of the Master Agreement. ~~No additional release time will be provided by the District outside of the Master Agreement. The new employee orientation session shall be held on District property during normal business hours. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.~~

~~6.4 The District shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.~~

~~6.5 Any new unit members shall within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association, or pay to the Association a service fee. There shall be no charge to the Association for such mandatory agency fee deductions.~~

~~6.6 The Association has the sole right to verify that a worker qualifies for a religious exemption from the obligation to pay fees. Any unit member who is a member of a religious body whose traditional tenets or teachings include objection to joining or financially supporting employee organizations shall not be required to join or financially support the California School Employees Association (CSEA) except that such Unit Member shall pay, in lieu of a service fee, sums equal to such service fee to one of the following non-religious, non-labor organizations, charitable funds exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:~~

- ~~1. Boys and Girls Club~~
- ~~2. High School Scholarship of his/her choice~~
- ~~3. McHenry House~~

~~6.7 Any unit member making payments as set forth in section 6.5, and who requests that the grievance arbitration provisions of this agreement, shall be responsible for paying the reasonable cost of using said grievance or arbitration procedures.~~

~~6.8 6.8 With respect to all sums deducted by the District, whether for membership dues or additional CSEA deductions agency fee, the District agrees promptly to remit such monies to the Association, accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or service fee status in the Association, and indicating any changes in personnel from the list previously furnished. Also, Government Code section 3546(f) requires employers to provide the exclusive representative with employees' home addresses so that the union can send out required legal notices.~~

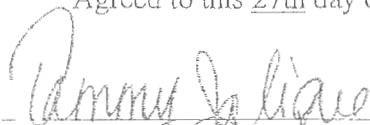
~~6.9 6.9 The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.~~

~~6.10 6.10 Association agrees to reimburse the employer, its officers and agents for reasonable Attorney's fees and legal costs incurred after notice to Association in defending against~~

any court or administrative action challenging the legality of the organizational security provision of the Agreement or the implementation thereof.

- 6.11 Association agrees to reimburse the employer, its officers or agent for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organization security provisions of this Agreement or the implementation thereof provided the employer has complied with the terms of this Article and has promptly notified Association of its awareness of such action.
- 6.12 Association shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.
- 6.13 Hold Harmless: CSEA shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other actions arising from the organizational security.

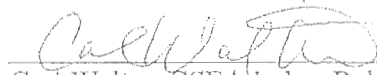
Agreed to this 27th day of September, 2021, in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Mike Caulfield, CSEA President



Carl Walter, CSEA Labor Relations
Representative

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

June 15, 2021

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:

ARTICLE VIII
PAY AND ALLOWANCES

APPENDIX A

For the 2021-2022 contract year, the parties agree to a 5.07% increase to the salary schedule.

ARTICLE X
FRINGE BENEFITS

The parties agree to status quo.

Agreed to this 15th day of June, 2021 in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Michael Caulfield,
President, CSEA Tracy Chapter #98



Carl Walter, CSEA Labor Representative

TENTATIVE AGREEMENT

Between

TRACY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following modifications to Article XI Hours and Overtime as follows:

ARTICLE XI
HOURS AND OVERTIME

TUSD proposes standby time shall be compensated at the rate of ~~\$5.00~~ ~~\$7.00~~ **\$9.00** per hour.

11.1 Workweek and Workday: The normal workweek for employees in this unit shall consist of five (5) consecutive days, Monday through Friday, eight (8) hours per day and forty (40) hours per week. When mutually agreeable between affected employees, CSEA, and the District, some employees normal workweek may consist of four (4) consecutive days, ten (10) hours per day, and forty (40) hour week. The regular workday or workweek may be extended, however, on an overtime basis. The length of the workday shall be designated by the District for each classified position. Each bargaining unit employee shall be assigned a fixed, regular and ascertainable number of hours. Nothing contained herein shall be deemed to bar the District from establishing a workday of less than eight (8) hours or a workweek of less than forty (40) hours.

11.2 Shift Change All permanent shift changes to ~~Paraprofessional Educator-1-IEP or bus aide job classifications of up to thirty (30) minutes or more~~ in duration require notification to CSEA and Human Resources approval before the change can be implemented. The immediate supervisor shall submit the written request, including the bargaining unit member's signature of acknowledgment, to Human Resources to initiate the process. Following approval by Human Resources, the change may be implemented no earlier than five (5) days following notification of approval. ~~Changes of less than thirty (30) minutes in duration to paraprofessionals or bus aide job classifications may be implemented no earlier than five (5) days following notification to the unit member and Human Resources of the change in shift assignment.~~ **Changes to the starting/ending times for Paraprofessional Educator-1-IEP shall not be arbitrary or capricious in nature. Changes in starting/ending times to shifts for Paraprofessional Educator-1-IEP shall be limited to once per school year, done in accordance with needs identified in student's current IEP.**

11.2.1 **Shift Changes for Bus Drivers and Bus Aides shall coincide with their assigned routes. The District shall provide Bus Drivers and Bus Aides with as much notice as is practicable**

in the event of need to change assigned routes. Changes in routes shall not be capricious or arbitrary in nature.

11.23 Reduction in Hours: The District shall give notice to CSEA regarding any reduction in hours.

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

- Calendar Year = 365 days from July 1 through June 30, except leap year (366 days)
- Basic Days = 260 days (calendar year less weekends and variable non-work/non-paid days)
- Variable Non-Work/Non-Paid Day(s) = Calendar year less weekends and basic days (normally varies between 0-3 days)
- Work Days = 246 days (260 basic days less 14 paid holidays; does not include floating holiday)
- Non-Work Day = Weekends and variable non-work/non-paid days

12-month bargaining unit employees shall be paid for 260 basic days per calendar year with 246 actual work days. Consistent with other articles in this Master Agreement, the District reserves the right to determine the date(s) when the variable non-work/non-paid day(s) shall occur.

Pursuant to Article XXVI, Vacation Leave, the District shall establish variable non-paid/non-work days for each employee prior to requiring employees to submit vacation day requests. To the extent possible, it is the intent of this Article to have all 12-month bargaining unit employees assigned the same non-work/non-paid days. However, the parties recognize that some variation may be required to meet the needs of different departments. Therefore, to meet the critical needs of the District, the supervisor, with prior approval from the Assistant Superintendent of Human Resources or his/her designee, may determine an alternate variable non-work/non paid day(s).

No 12-month bargaining unit employee shall be allowed to work on a variable non-work/non-paid day, with the exception of an emergency, as defined in Article 11.12.3 A.

No 12-month bargaining unit employee shall be permitted to claim any type of leave on a variable non-work/non-paid day.

11.45 Overtime:

- A. Each employee performing overtime shall be compensated in wages or granted compensatory time off at a rate of time and one-half the regular rate of pay of the employee designated and authorized to perform the overtime work. Overtime is defined to include any time worked in excess of eight (8) hours in any day or in any one shift, or in excess of forty (40) hours in any week, whether such hours are worked prior to the commencement of a regularly assigned starting time or subsequent to the assigned quitting time. For employees with a normal

workweek consisting of four (4) consecutive days and ten (10) hours per day, overtime is defined to include any time worked in excess of ten (10) hours per day or forty (40) hours per week.

- B. A District manager/administrator may approve time off in lieu of cash compensation provided it does not impair the services of the District. Such time off shall be referred to as "compensatory time off." Such compensatory time off shall be taken within twelve (12) calendar months following the month in which the overtime was worked otherwise it will be paid in the next ensuing payroll period. The maximum accumulation of compensatory time off standing to an employee's credit at any time shall be forty (40) hours and overtime worked which would exceed such maximum, if credited to an employee at the time worked, shall be paid in cash.
- C. A request for cash payment of approved overtime shall be submitted to the District payroll office by the first working day after the 15th of the month in which the overtime was worked and shall be signed by the employee and supervisor who authorized the overtime.
- D. The manager may, within the number of hours of the normal workday and workweek (as defined in Article 11.1), and with the mutual agreement of the employee, authorize variations in the daily schedule of the employee provided it does not impair the services of the District.
- E. The manager will monitor compensatory time owed to each employee under his/her supervision. Each month the manager will determine the number of compensatory time hours owed to the employee. These hours are owed to the employee because they have not been used within twelve (12) months of the original date the compensatory time was incurred. These compensatory hours shall be converted to overtime hours and submitted to the District payroll office by the first working day following the 15th of the month which the compensatory time became owed.
- F. For purposes of computing the number of hours worked, time during which an employee is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave shall be considered as time worked by the employee.
- G. Notwithstanding the provisions of Paragraph 1 of this Article, the workweek shall consist of not more than five (5) consecutive working days for any employee having an average workday of four (4) hours or more during the workweek. Such employee shall be compensated for any work required to be performed on the sixth and seventh day following commencement of the workweek at a rate equal to 1-1/2 times the regular hourly rate of pay of the employee designated and authorized to perform the work. An employee having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following commencement of his workweek, be compensated at a rate equal to 1-1/2 times the regular rate of pay of the employee designated and authorized to perform the work.

11.56 Adjustment of Assigned Time: An employee in the unit who works a minimum of thirty (30) minutes per day in excess of his part-time assignment for a period of twenty (20) consecutive working days or more shall have his basic assignment changed temporarily for that period only to reflect the temporary longer hours in order to acquire health benefits and sick leave on a properly prorated basis. This provision does not preclude the District's right to return the employee so affected to the amount of assigned hours per day as provided in that employee's original part time assignment. However, an employee who works the longer hours for seventy-five (75) percent or more of a work year (75% = 195 days) shall have his/her basic assignment changed.

11.67 Lunch Periods: All employees covered by this agreement working five (5) or more hours per day, shall be entitled to an uninterrupted lunch period. The length of time for such lunch period shall be for a period of no longer than one (1) hour nor less than one-half (1/2) hour and shall be scheduled for full time employees at or about the mid-point of each work shift consistent with the operational needs of the District. Lunch periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.

11.78 Rest Periods:

- A. All bargaining unit employees shall be granted rest periods which, insofar as practicable, shall be in the middle of each work period and shall be at the rate of fifteen (15) minutes per four (4) hours assignment. After six (6) hours, employees shall be entitled to a second 15 minute rest period. For every additional four (4) hours beyond eight (8) hours worked, the employee shall be entitled to an additional fifteen (15) minute rest period.
- B. Bargaining unit members shall not leave the site, or an appropriate adjacent area, at which they are assigned to be working at the time the authorized rest period occurs. Before taking a rest period, unit members shall secure their materials, supplies and equipment.
- C. Before leaving a work location for an authorized rest period and upon return from said break, an employee shall make a good faith effort to communicate with his/her immediate supervisor or a prescribed designee.
- D. Rest periods are part of the regular workday and shall be compensated at the regular rate of pay of the employee.
- E. Rest periods may be scheduled and/or combined by a supervisor with the consent of the employee involved.

F. Rest periods are considered to be advantageous to both the employee and the District and should not be substituted for "extra time worked beyond the regular daily or weekly schedule". Under unusual circumstances, exceptions to this may be approved in advance by the immediate supervisor.

11.89 Overtime-Equal Distribution: All overtime to be performed by bargaining unit employees shall be distributed and rotated as equally as is practicable within each department, site or kitchen. The District retains the right to remove a bargaining unit member from overtime work rotation based on his or her performance during overtime assignments.

11.910 Standby Time: The District may offer standby time. Standby time is defined as compensated time in addition to the normal workday or workweek, but substantially differs from normal work in that:

1. The employee is relatively free to engage in personal activities.
2. Participation is voluntary.
3. The employee on standby is compensated at the standby rate listed in Appendix A, unless required to respond to emergencies.
4. Once the employee is required to respond, the actual response time is governed by Article 11.101.
5. Once the employee is no longer on call back status (see Article 11.101), the employee's compensation will return to the standby rate.
6. Standby duty is assigned on a rotational basis.

Employees who are placed on standby status will be required to:

1. Respond in one hour to the Tracy Unified School District.
2. Remain fit to respond and perform duties as required.
3. Respond to all emergency calls in the District.
4. Maintain a list of emergency contacts.

11.101 Call Back Time: Call back status is defined as an employee's physical presence at a work site in response to one or more emergency events within a two (2) hour period of time after completion of his regular assignment. An employee responding to a call back to work will be compensated at the overtime rate for a minimum of two (2) hours. If the work exceeds two (2) hours, the employee will then be compensated at the overtime rate for actual hours worked.

11.142 Additional Hours/Extra Time/Stipends:

A. Additional hour(s) which do not meet the criteria of overtime in Article XI (11.45.A Overtime) and are in the same classification assigned to an employee, will be paid at the employee's current hourly rate.

B. CSEA unit members will be paid a stipend at the same per game night rate listed in Appendix D. For future school years, CSEA unit members will be paid a stipend

at the same game night rate for services listed in the TEA Master Agreement that is in effect at the time extra services are provided.

- C. A CSEA unit member who accepts a facilities use assignment on New Year's Day, Christmas Day, Thanksgiving Day, Easter Day or July 4th shall be paid a stipend in addition to regular and/or overtime pay for each open-and-close as listed in Appendix D.

11.123 Right of Refusal:

- A. Any employee shall have the right to refuse overtime/extra time except in emergency situations. The existence of an emergency situation shall be determined by district supervisory or administrative personnel. For purposes of this article, the word "emergency" is defined as a temporary, unforeseen condition, which, without immediate action, would pose a threat to human life, health, safety or property.

- B. Notwithstanding the provisions contained in 11.112 A, parties agree that any individual employed as School Security Person on or after October 19, 1997, will be required to provide security at a reasonable number of night time activities as determined by the school principal or designee. However, employees who work in excess of eight (8) hours in any day or in excess of forty (40) hours in any week, will be paid overtime for providing security at night time activities.

11.134 Approved Appointments: Before leaving a work location for an authorized appointment and upon return from said appointment, an employee shall make a good faith effort to communicate with his immediate supervisor or a prescribed designee.

11.15 Mandatory Staff Trainings: District and State mandated trainings for CSEA members shall take place during the regularly contracted hours of unit members, whenever practical. Unit members shall submit a timesheet to their designated supervisor and be compensated at their regular hourly rate of pay for all District and State mandated trainings completed outside of their contracted hours.

11.146 Transportation Department employees scheduled to make activity trips shall receive two (2) hours pay at their hourly rate or overtime rate, if applicable, if the trip is cancelled after the employee reports to work. Transportation Department employees are paid for the actual number of hours worked per day, including bus inspection and cleaning time.

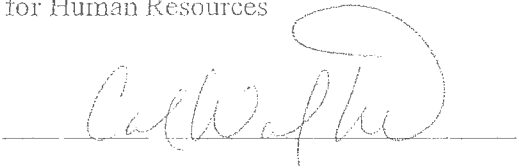
Agreed to this 27th day of September, 2021, in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Mike Caulfield, CSEA President



Carl Walter, CSEA Labor Relations Representative

TENTATIVE AGREEMENT

Between

TRACY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following modifications to Article XXVII Holidays as follows:

ARTICLE XXVII HOLIDAYS

27.1 Paid holidays for classified employees shall be as follows:

New Year's Day
Martin Luther King Jr. Day
Lincoln's Day
Presidents' Day
Two Spring Recess Days
Memorial Day
~~Juneteenth~~
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Eve Day
Christmas Day

Christmas Day - Christmas Eve Day and Christmas Day holidays will be taken as illustrated below:

Christmas Eve Christmas Holidays
Monday Tuesday Monday & Tuesday
Tuesday Wednesday Tuesday & Wednesday
Wednesday Thursday Wednesday & Thursday
Thursday Friday Thursday & Friday
Friday Saturday Thursday & Friday
Saturday Sunday Friday & Monday
Sunday Monday Friday & Monday

Floating Holiday - Each employee in the unit who has completed six (6) full months of District service as a regular employee shall thereafter be allowed ~~one (1)~~ **two one (1)** days of paid leave of absence per school year. This leave is to be scheduled with the approval of the employee's supervisor on the appropriate form filed not less than two (2) working days prior to the requested date of absence. The supervisor will consider the needs of the department before approving the leave. This

leave of absence is to be known as a "floating holiday". Such day of paid leave shall not accumulate from year to year. This leave is to be taken on a day when the employee is on paid status by the District. It is not intended to be an additional day of pay.

Every Day - Appointed by the President, or the Governor of this State, as provided for in subdivisions (b) and (c) of Section 37220 of the Education Code for a public fast, Thanksgiving, or holiday, or any day declared a holiday under Section 37222 of the Education Code for classified or certificated employees.

27.2 Whenever a holiday set forth herein falls on a Saturday or Sunday, the preceding Friday or subsequent Monday shall be deemed to be a holiday.

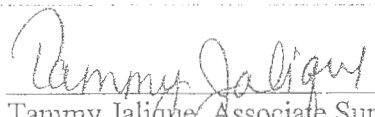
27.3 To be entitled to such paid holidays, a classified employee shall have had to have been in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

27.4 Classified employees who are not assigned duty during the school holiday of December 24, 25, January 1 and Friday of Spring Recess 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.

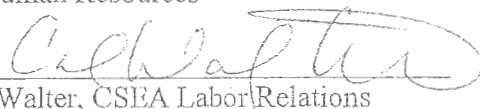
27.5 Employees required to work on the holidays set forth in this Article shall be compensated, or given compensating time off, at the rate of one and one-half (1 1/2) times the regular rate in addition to the pay received for the holiday. Compensation in pay or time off will be determined by the supervisor and the employee.

27.6 The work schedule for classified employees in the bargaining unit whose regular work week encompasses either or both Saturday or Sunday may be adjusted to provide not less than the same number of paid holidays for each contract year as is available for those employees in the bargaining unit whose regular work week is Monday through Friday.

Agreed to this 6th day of October, 2021, in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Carl Walter, CSEA Labor Relations
Representative



Mike Caulfield, CSEA President

MEMORANDUM OF UNDERSTANDING
BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS TRACY CHAPTER 98

This memorandum of understanding (MOU) is entered into by Tracy Unified School District ("District") and the California School Employees Association and its Tracy Chapter 98 (collectively "CSEA") for the 21-22 school year.

In recognition of the Juneteenth National Holiday enacted into law by U.S. President Joseph Biden on June 17, 2021, the District shall provide a paid holiday to each qualified unit member in accordance with sections 27.2, 27.3 and 27.5 of the CSEA master agreement as noted below.

27.2 Whenever a holiday set forth herein falls on a Saturday or Sunday, the preceding Friday or subsequent Monday shall be deemed to be a holiday.


27.3 To be entitled to such paid holidays, a classified employee shall have had to have been in a paid status during any portion of the working day immediately preceding or succeeding the holiday.

27.5 Employees required to work on the holidays set forth in this Article shall be compensated, or given compensating time off, at the rate of one and one-half (1 1/2) times the regular rate in addition to the pay received for the holiday. Compensation in pay or time off will be determined by the supervisor and the employee.

Nothing in this Memorandum of Understanding is intended to establish precedent or past practice.

This Memorandum of Understanding expires June 30, 2022.

Agreed to this 6th day of October, 2021.



Tammy Jalique, Associate Superintendent of Human Resources



Mike Caulfield, Tracy 98, Chapter President



Carl Walter, CSEA LRR