TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098
AND
TRACY UNIFIED SCHOOL DISTRICT
December 18, 2024

This is a tentative agreement between the Tracy Unified School District ("TUSD") and California School Employees Association ("CSEA") (together referred to as "parties") reached on December 18, 2024.

1. This Tentative Agreement completes successor negotiations for the 2024-2025 school year. There will be no additional reopener negotiations for the 2024-2025 school year.

2. The parties previously reached Tentative Agreements on the following for the 2024-2025 year:

ARTICLE V Association Obligations, Privileges, and Rights - Tentative Agreement signed on 12/18/2024

ARTICLE VIII Pay and Allowances - Tentative Agreement signed on 12/18/2024

ARTICLE IX Reimbursements - Tentative Agreement signed on 12/18/2024

ARTICLE X Fringe Benefits - Tentative Agreement signed on 12/18/2024

ARTICLE XI Hours and Overtime - Tentative Agreement signed on 12/18/2024

ARTICLE XLIV Duration of and Procedures for Modifying This Agreement - Tentative Agreement signed on 12/18/2024

3. This Agreement and the attached Tentative Agreements are subject to ratification by CSEA and the District's Governing Board of Trustees and shall become effective upon ratification.

Agreed to this 18th day of December, 2024 in Tracy, California.

Tammy Jalique,
Associate Superintendent for Human Resources

Michael Caulfield,
President, CSEA Tracy Chapter #98

Debra Ladwig,
CSEA Labor Representative

TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098
AND
TRACY UNIFIED SCHOOL DISTRICT

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District), collectively the Parties, agree to the following changes to ARTICLE IX: REIMBURSEMENT as part of the 2024-2027 successor negotiations for their collectively bargained agreement (CBA) in effect July 1, 2021 through June 30, 2024.

The Parties agree to the following changes to ARTICLE IX: REIMBURSEMENTS:

ARTICLE IX
REIMBURSEMENTS

9.1 Uniforms:

A. The District shall provide designated permanent and probationary employees a distinctive uniform. The District shall provide a minimum of five (5) shirts or blouses per year for employees in the following work categories; transportation, custodial, food service, delivery, grounds, warehouse, maintenance, & security. A winter coat or jacket will be provided for employees based on their job duties and frequency of replacement shall be determined by the District. The District will make a determination of which employees are required to wear safety boots and/or shoes based on their workplace and assigned duties. If it is determined that an employee is required to wear safety boots and/or shoes, a pair of safety boots and/or shoes will be provided to the employee and frequency of replacement shall be determined by the District. Individuals who are employees for less than a full school year shall be provided five (5) shirts within the first month of employment. During the second year of employment, the individual shall be provided a number of shirts based on a pro-ration of time employed in the first year.

B. Arm patches and clip on picture I.D. will be furnished by the District and are a part of the designated uniform.

C. Employees shall wear District provided uniforms on a daily basis. The uniform shall be clearly visible to identify the individual as a District employee.

D. Damaged uniforms will be replaced in accordance with article XXX.1.

E. While on duty, the employee must maintain a clean, neat and professional appearance. In addition, the employee must wear safe and appropriate attire.

F. ***The District shall provide a Level Three A Body Armor (IIIA) tactical style protective vest to all Night Security Persons upon unit member request. Damaged vests will be replaced as needed, as determined by the District.***

*a. **The District and CSEA agree the use of a protective vest is voluntary and is not a required piece of the Night Security Person(s) uniform. As such, any Night Security Persons who elect not to wear a protective vest shall not be subject to employee discipline for failing to wear a required uniform.***

9.2 Expense Reimbursement

A. Physical Examinations: Whenever the District requires a physical examination to be taken by an employee in the unit, or when such employee is required by law to submit to a physical examination for continuance in employment, the District shall attempt to eliminate employee out of pocket expense by either providing the required examination, cause it to be provided, or provide the employee with reimbursement for the required examination. The District reserves the right to request any employee to submit to additional physical examinations. The District reserves the right to choose a state licensed physician or surgeon.

B. Meals and Lodging: Any employee in the bargaining unit required and authorized by the District to travel outside the District, on District business, shall be reimbursed for meals and lodging in accordance with rules, regulations and limitations established by the District. The employee will provide any necessary receipts required by the District prior to any expense reimbursement.

9.3 Mileage: Employees in the bargaining unit required to use their vehicle on District business, upon prior approval of his immediate supervisor, shall be reimbursed at the rate established by the Board in the travel policy.

During an employee's normal workday/week, mileage will be calculated as follows:

a. If an employee departs from the work location, mileage will be calculated from the assigned work site.

b. If the employee departs from home, mileage will be calculated from the assigned worksite or the place of physical residence as listed in the personnel file, whichever is less.

If the event/activity is on a non-scheduled workday, mileage will be calculated from the employee's place of physical residence, listed in the personnel file, to and from the District-approved event/activity.

Employees in the bargaining unit who apply for and accept separate assignments at separate sites shall not be entitled to the mileage allowance to travel between work locations. Employees who apply for and accept an advertised position which requires the employee to travel to more than one site shall be entitled to the mileage allowance.

10. Transportation employees shall be advanced sufficient cash to cover anticipated expenses for bridge tolls and parking. All other expenses shall be reimbursed through normal procedures.

Agreed to this 18th day of December, 2024 in Tracy, California.

Tammy Jalique,
Associate Superintendent for Human Resources

Michael Caulfield,
President, CSEA Tracy Chapter #98

Debra Ladwig,
CSEA Labor Representative

MEMORANDUM OF UNDERSTANDING

Tracy Unified School District and
California School Employees Association and its Tracy Chapter #098
December 18, 2024

Negotiations Re: Closure to 2023-2024 Reclassification Process

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District) have met and agreed to the following revised and newly created job descriptions to complete the 2023-2024 Reclassification process.

This memorandum of understanding (MOU) resolves the negotiations requirement for the creation of the new job description as well as the impacts and effects negotiations regarding the reclassification of current bargaining unit members for the positions below.

The revised job description as listed and attached will reclassify all incumbent Maintenance Specialist (HVAC-R) positions:

- Maintenance Specialist (HVAC-R)
  - Workdays = 260
  - Daily Assignment = 8 Hours
  - Salary Range = 58
  - This reclassification will become effective the day following Board approval of the revised description.

The newly created job description as listed and attached will reclassify position #331:

- Food Service Specialist
  - Workdays = 260
  - Daily Assignment = 8 Hours
  - Salary Range = 45
  - The current Food Service Technician, position #331, will be reclassified into Food Service Specialist. The elimination of Food Service Technician, position #331, and replacement by reclassification and seniority classification start date as Food Service Specialist will be the day following Board approval of the new classification.

The parties agree nothing in this MOU is intended to establish precedent or past practice.

Signed this 18th day of December, 2024.

Tammy Jalique
Associate Superintendent for Human Resources

Michael Caulfield
President, CSEA Chapter #098

Debra Ladwig
Labor Relations Representative, CSEA

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

December 18, 2024

TUSD proposes the following in terms of total compensation.

ARTICLE VIII
PAY AND ALLOWANCES

APPENDIX A

There will be a percentage increase to the 2024-2025 salary schedules of 4.0% retroactive to July 1, 2024, and a 0% increase to the 2025-2026 salary schedules:

8.3 Payroll Errors:
Any payroll errors resulting in insufficient payment for an employee in the bargaining unit shall be corrected. A supplemental check may be issued within five (5) working days upon the request of the employee. Payroll errors resulting in an over payment to an employee **shall be noticed in writing to the affected employee with copy to CSEA President. Per Ed Code 44042.5 affected employees will have 30 days to request confirmation of overpayment amount. After employee agreement of overpayment amount, repayment arrangements shall be made as mutually acceptable to the employee and the District.** ~~shall be corrected on the following monthly salary warrant. Other repayment arrangements may be made when mutually agreeable to both the District and the employee.~~

ARTICLE X
FRINGE BENEFITS

To complete the 2024-2025 and 2025-2026 ARTICLE X negotiations, the District will increase ~~T~~the maximum health benefit CAP ~~shall be~~ **to** $11,007 **annually ($917.25/month).** (This increase goes into effect upon ratification by both parties and is not retroactive).

Agreed upon this **18th day of December, 2024**.

Tammy Jalique
Associate Superintendent for Human Resources

Michael Caulfield
President, CSEA Chapter #098

Debra Ladwig
Labor Relations Representative, CSEA

TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098
AND
TRACY UNIFIED SCHOOL DISTRICT

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District), collectively the Parties, agree to the following changes to as part of the 2024-2027 successor negotiations for their collectively bargained agreement (CBA) in effect July 1, 2021 through June 30, 2024.

The Parties agree to the following changes to ARTICLE V: ASSOCIATION OBLIGATIONS, PRIVILEGES AND RIGHTS

ARTICLE V

ASSOCIATION OBLIGATIONS, PRIVILEGES AND RIGHTS

5.1 The Association shall file with the District within thirty (30) days after adoption of the agreement by the parties the following information:

A. Name, mailing address and telephone number of the Association;

B. Name, and mailing address of the state organization with which the Association is affiliated;

C. Name, mailing address and telephone number of the officers and job stewards authorized to represent the Association.

5.2 In January of each school year, or more frequently if the District so requests in writing, the Association shall review the information on file with the Districts pursuant to this Article and shall notify the Superintendent of any changes, additions, deletions or alterations necessary to insure that such information is current and correct.

5.3 All written correspondence or inquiries from the Association to the District shall be directed to the Associate Superintendent for Human Resources. All such correspondence or inquiries from the District to the Association shall be directed to the Association's President. A copy of all such correspondence and inquiries pertaining to the collective bargaining process shall also be delivered to those persons designated by the Association and the District as their respective representatives, (which shall be no more than five (5) persons for each party) in the collective bargaining process.

5.4 Association communications may be posted on bulletin boards or other appropriate spaces approved by the school principal or the Associate Superintendent for Human Resources for Association use. A bulletin board, a portion of a bulletin board, or other appropriate space shall be designated exclusively for Association use at each school site frequented by Association members. The CSEA Chapter #98 president and/or his or her executive board designee shall be responsible for the contents of all Association communications. The CSEA Chapter #98 president and/or his or her executive board designee shall authorize selected members to be responsible for the posting of such communications.

All notices posted shall be authenticated by the Association by using Association letterhead, logo, signature of an authorized representative or other appropriate means. All such material shall be shown to the school principal prior to posting or, in the alternative, a copy shall be delivered to the school principal or, if he/she is unavailable, to his/her office. No member of the Association shall request any member of the administration or certificated staff to assume any responsibility for the preparation, posting or distribution of material for the Association.

5.5 Association literature, if it bears the name of the Association, may be distributed through the District's mail distribution system or by other electronic means to members of the Bargaining Unit. The CSEA Chapter #98 president and/or his or her executive board designee shall be responsible for the contents of all Association communications. The CSEA Chapter #98 president and/or his or her executive board designee shall authorize selected members to be responsible for the posting of such communications. With the exception of materials placed in a sealed envelope, a copy of each item shall be furnished to the Associate Superintendent for Human Resources prior to the time of distribution, or, if he is unavailable, to his office. All electronic communications will conform to District Policy BP 4040.

5.6 In accordance with District policy related to facility use, the Association may use school facilities for functions. A Facilities Use Request Form shall be filled out and approved in advance.

5.7 It is understood that job stewards of the Association shall not interfere with or interrupt employees during the normal work day and at times when employees are performing their duties without the prior authorization of the employee's immediate supervisor.

5.8 Upon request, the District shall provide the Association with a copy of the Tracy Unified School District's Directory when it is printed. The Directory shall contain the names of the Association officers and negotiating team members, the Association's Office address and telephone number. Provided such information is received by the District sufficiently

in advance of the publication of subsequent editions of the Directory, the above information shall be updated without cost to the Association.

5.9 The District shall provide to the Association five (5) copies of the complete public agenda of the governing boards of the District including any items sent under separate cover (except confidential items) prior to each scheduled board meeting, at no cost to the Association.

5.10 The District ~~will pick up the cost of printing one contract for each CSEA unit member.~~ **will post the CSEA Master Agreement on the District website. A physical copy will be provided upon request with the Human Resources Department. New employees will be offered a printed copy of the current CSEA Master Agreement during their on-boarding process.**

5.11 The District shall provide to new employees the appropriate forms and informational materials related to employee rights and benefits of CSEA membership (provided by CSEA to the District) for enrollment in CSEA as part of their new employee orientation. Once completed, within 15 business days, the District shall forward the forms to CSEA to assist the president or his/her designee in contacting new employees.

Signed this 18th day of December, 2024.

Tammy Jalique
Associate Superintendent for Human Resources

Michael Caulfield
President, CSEA Chapter #098

Debra Ladwig
Labor Relations Representative, CSEA

TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098
AND
TRACY UNIFIED SCHOOL DISTRICT

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District), collectively the Parties, agree to the following changes to ARTICLE XI: HOURS AND OVERTIME as part of the 2024-2027 successor negotiations for their collectively bargained agreement (CBA) in effect July 1, 2021 through June 30, 2024.

The Parties agree to the following changes to ARTICLE XI: HOURS AND OVERTIME:

ARTICLE XI
HOURS AND OVERTIME

~~TUSD proposes s~~Standby time shall be compensated at the rate of ~~$9.00~~ ***~~$20.00~~*** **$10.00**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 of up to thirty (30) minutes 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 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 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.

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

11.4 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 = 245 days (260 basic days less 15 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 245 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 11.13.A.

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

11.5 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.

11.6 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.

11.7 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.

11.8 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.

11.9 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.

A. **When a unit member has accepted a weekend Overtime assignment (Saturday and/or Sunday) and calls in sick on the Friday immediately preceding the assignment, the weekend assignment is forfeited.**

B. The District retains the right, **after notification to the CSEA Chapter President or designee,** to remove a bargaining unit member from overtime work rotation **based on less than satisfactory reports of** his or her performance during overtime assignments. **The CSEA Chapter President or designee shall receive notice at steps a, b, and c noted below.**

a. **First report of less than satisfactory performance during an overtime assignment, may result in a documented conference memo.**

b. Second report of less than satisfactory performance during an overtime assignment, may result in unit member's removal from the Overtime Distribution for 30 days.

c. Reports of less than satisfactory performance during an overtime assignment, beyond two (2), may result in unit member's removal from the Overtime Distribution for 90 days.

11.10 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 11.11.
5. Once the employee is no longer on call back status (see Article 11.11), 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.

11.11 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.

11.12 Additional Hours/Extra Time/Stipends:

A. Additional hour(s) which do not meet the criteria of overtime in Article XI (11.5.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.

11.13 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. Not withstanding the provisions contained in 11.12 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.

11.14 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.

11.16 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.

Signed this 18th day of December, 2024.

Tammy Jalique
Associate Superintendent for Human Resources

Michael Caulfield
President, CSEA Chapter #098

Debra Ladwig
Labor Relations Representative, CSEA

TENTATIVE AGREEMENT
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS TRACY CHAPTER #098
AND
TRACY UNIFIED SCHOOL DISTRICT

The California School Employees Association and its Tracy Chapter #098 (CSEA) and the Tracy Unified School District (District), collectively the Parties, agree to the following changes to as part of the 2024-2027 successor negotiations for their collectively bargained agreement (CBA) in effect July 1, 2021 through June 30, 2024.

The Parties agree to the following changes to ARTICLE XLIV: DURATION OF AND PROCEDURES FOR MODIFYING THIS AGREEMENT:

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, ~~2021~~ **2024** through June 30, ~~2024~~ **2027**.

For the ~~2021-2022~~ **2025-2026** school year, the parties will be allowed up to two (2) re-openers, ~~plus~~ **excluding** Article VIII, Pay and Allowances, and Article X, Fringe Benefits. The Association will submit their reopeners no later than March 15, ~~2021~~ **2025**. The District shall respond in writing within (30) days of receipt of the Association's reopener proposal.

For the ~~2022-2023~~ **2026-2027** 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 15, ~~2022~~ **2026**. The District shall respond in writing within (30) days of receipt of the Association's reopener proposal.

For ~~the 2023-2024 school year,~~ **2027-2030 successor agreement**, the Association shall submit their proposal for a successor Agreement to the District no later than March 15, ~~2023~~ **2027**. 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.

Signed this 18th day of December, 2024.

Tammy Jalique
Associate Superintendent for Human Resources

Michael Caulfield
President, CSEA Chapter #098

Debra Ladwig
Labor Relations Representative, CSEA