



## Turlock Unified School District

February 28, 2025

### TUSD and TFCE Negotiations Update

This document serves as an update regarding negotiations between the Turlock Federation of Classified Employees (TFCE) and Turlock Unified School District (District). The purpose of this summary is to share substantive proposal language related to the Collective Bargaining Agreement between the aforementioned Parties. Please note that nothing below represents final decisions or immediate changes in responsibilities or expectations.

#### TFCE/District's Counter Proposals:

##### Article-II-Recognition (*Tentative Agreement*)

- TFCE accepted the updates to the list of classifications that are exclusively represented by TFCE which were added to the group, and it's associated salary schedule, but not referenced in the contract.

##### Article VII: Salaries and Benefits (*Tentative Agreement*)

- TFCE struck the District's proposed one-time payment equal to 1.5% of the employee's base annual earnings and proposed the 2023-2024 TFCE Salary Schedule be increased by 1.07 % on-going.

The District countered with its original proposal of a one-time payment (off schedule) equal to 1.5% of employees' base annual salary. The Parties reached agreement on the one-time payment equal to 1.5%.

- TFCE proposed "me too" language in the event another bargaining unit receives a salary schedule increase or one time offer greater than that offered to TFCE.

The District accepted TFCE's proposed language.

- TFCE proposed language for job descriptions which includes the phrase "other related works as required" shall mean that additional duties do not exceed 5-10% of the employee's workday and are reasonably associated with their job description.

The District countered by striking the proposed language referencing additional duties do not exceed 5-10% of the employee's workday but left language that this work should be reasonably associated with their job description. TFCE accepted the District's striking of the language.

- TFCE proposed language that would allow employees to accrue 80 hours of vacation time and agreed to language that would have any portion of the remaining vacation balance paid out in cash. The Parties agreed the new language will go into effect during the 2025-2026 fiscal year.

The District accepted TFCE's proposed language.

- TFCE proposed two levels for the bilingual stipend (Level 1 and Level 2). The current stipend would be identified as a Level I stipend and TFCE proposed the stipend be increased from \$990 to \$1,000. The proposed Level II stipend at \$1,500 would be paid to employees who would be responsible for translating

IEPs, SSTs, 504s, and SART meetings. Under the proposal employees would be required to sign a stipend agreement and have the ability to opt out of the stipend commitment with advance notice.

After multiple counter proposals, the Parties agreed to remain “status quo” on all language pertaining to bilingual stipends.

- TFCE accepted the District’s proposed language defining requirements to earn Compensatory Time Off (Comp. Time) that includes eligibility requirements, accrual rate, accrual limit, scheduling time off, restrictions on use, and payout provisions. TFCE proposed overtime pay be the default and comp. time be reached by mutual agreement when work beyond the regular workday is offered.

The District accepted TFCE’s proposed language regarding overtime pay being the default method of payment and comp. time opportunities being reached by mutual agreement.

- TFCE accepted most of the District’s proposed language for reclassification procedures which includes definitions and criteria for reclassifications, a process for initiating requests, a review process, final determination, minimum increases for reclassifications, and limitations.
- TFCE accepted the District’s proposed language pertaining to trainings that occur during an employee’s assigned workday and options for allowing employees to attend trainings offered by the District, or external providers.

#### Article IX: Leaves of Absence (*Tentative Agreement*)

- TFCE accepted the District’s language regarding the statutory right to take up to one hundred (100) working days of leave for personal illness or injury during a fiscal year. The District proposed changes to extend illness/injury leave from differential pay (the amount deducted from an employee’s salary not to exceed the sum which is actually paid a substitute hired to fill the position during an employee’s absence) to the fifty percent (50%) model which would compensate employee’s half of their daily rate after exhaustion of all accumulated leave.

The District accepted TFCE’s proposed language pertaining to notifications related to exhaustion of leave entitlements and placement onto the 39-month reemployment list and to include information regarding continuance of health coverage through COBRA.

- The Parties mutually agreed to include clarifying language pertaining to sick leave entitlements for probationary employees upon hire (50% of the designated sick leave for specific classifications will be credited).
- TFCE accepted the District’s clarifying language for the use of personal necessity and bereavement leave.

The District did not accept TFCE’s language to include Aunt and Uncle as immediate family members who qualify for bereavement leave as the current leave for the District is already greater than what is required under the Education Code.

#### Article X: Transfer or Reassignment (*Tentative Agreement*)

- TFCE accepted the District’s proposed language defining transfer or reassignment.
- TFCE accepted the District’s proposed language pertaining to the preliminary reassignment process which includes notice of vacancy at sites/departments, expression of interest by employees, the selection process, subsequent vacancy postings, and final decision for positions.
- TFCE accepted the District’s revised language regarding the District making a good faith effort to place employees in their new positions within 10 working days upon approval of a voluntary transfer or reassignment.

Article XII: Evaluations Procedures (**Tentative Agreement**)

- The District accepted TFCE's proposed language that would exclude office managers from conducting annual evaluations of employees at sites/departments. The District also agreed to TFCE's language that would require site/department administrators to meet with employees to discuss evaluations prior to the evaluations entering personnel files. In addition, the District accepted proposed language that would ensure evaluation meetings take place during the employee's work hours unless extenuating circumstances exist, and the administrator and employee mutually agree to hold meetings after work hours.

Article XVI: Professional Growth (New Article)

- The District struck TFCE's new Article pertaining to professional growth opportunities for classified employees. The intent of the new Article was to grant TFCE members a \$400 stipend for enrolling and completing 12 units annually.
- Appendix A-Salary & Benefits Schedule

The District struck TFCE's proposal to include stipends for LVN CEUs, Classified Education (BA/BS/MA), and Bilingual Level I and II Stipends.

Appendix B-Holidays (**Tentative Agreement**)

TFCE accepted the work year calendar for the 2025-26 school year as presented.

The District reached a Tentative Agreement with TFCE. As such, this concludes negotiations for the 2024-2025 fiscal year if said agreement is ratified by TFCE and subsequently approved by the Board of Trustees.