

TENTATIVE AGREEMENT
between the
BERKELEY UNIFIED SCHOOL DISTRICT
and the
PROFESSIONAL AND TECHNICAL ENGINEERS
LOCAL 21

The Berkeley Unified School District ("District") and the Professional and Technical Engineers, Local 21, ("Union") are parties to a collective bargaining agreement that will expire on **June 30, 2016**. By this Tentative Agreement, the Union and District agree to extend the provisions of the existing collective bargaining agreement as the new successor collective bargaining agreement without change except for the following mutually agreed upon modifications:

1. **Required** conforming changes (e.g. dates).
2. Article I. Term

This Agreement, made and entered into between the Board of Education of the Berkeley Unified School District (hereinafter referred to as the "District") and the Professional and Technical Engineers, Local 21 (hereinafter referred to as the Union) shall become effective upon ratification of the Agreement by both parties and shall continue from July 1, 2016 to June 30, 2018.

2. Article VIII. Compensation

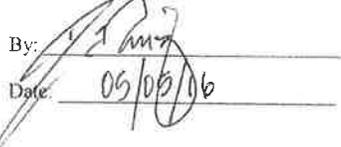
For 2016-2017 and 2017-2018:

If the District agrees to a higher total compensation increase for the Berkeley Federation of Teachers (BFT), the District shall increase the total compensation of Local 21 unit members by the same percentage.

3. Article XXVI. Reopeners

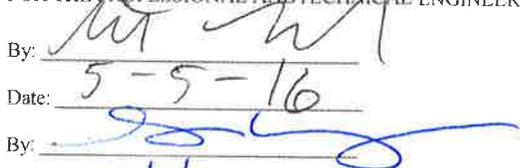
- 1) **Termination of Merit System:** In the event that the Merit System is discontinued, either party may present proposals to include items to replace the Rules and Regulations of the Personnel Commission (within the scope of negotiations) into this Agreement.
- 2) **Re-Opener:** Each side agrees that, for ~~2016-2017~~ and ~~2017-2018~~, the parties shall have the right to reopen ~~Article VIII (Compensation) and Article XIII (Vacation Leave)~~ and two other Articles of each party's choice. The parties agree to start the meet and negotiate process for the 2016-2017 re-openers after November 30, 2016, and November 30, 2017 for the 2017-2018 re-openers.
- 3) **Negotiation Procedures.** If either party desires to alter or amend this Agreement, it shall notify the other party ~~no less than one hundred and twenty (120) days prior to the termination date set forth under Article I~~ by February 28, 2018. The party shall provide written notice in the proposal to the other party of said desire and the nature of the amendments and cause for public notice provisions of the law to be fulfilled.
- 4) **Commencement of Negotiations:** ~~Not later than thirty (30) days following the public hearing on the proposal by the Board of Directors~~ The parties agree to start the meet and negotiate process for the Successor Agreement on or before March 15, 2018. Negotiations shall commence at a mutually acceptable time and place for the purpose of negotiating an agreement.

FOR THE BERKELEY UNIFIED SCHOOL DISTRICT

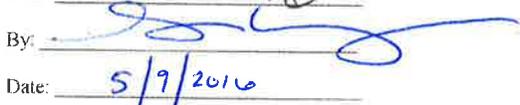
By: 

Date: 05/09/16

FOR THE PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21

By: 

Date: 5-5-16

By: 

Date: 5/9/2016