

TENTATIVE AGREEMENT

of the California School Employees Association (CSEA) and its Fresno Chapter #125
to the Fresno Unified School District (District)
for the 2019-2020 Reopener Contract Negotiations

June 17, 2019

ARTICLE 9 — FRINGE BENEFITS

Status Quo

ARTICLE 15 – MEMBERSHIP

1. Dues:

~~The District shall, upon written notification from CSEA, deduct and make appropriate remittance for CSEA dues FUSD shall deduct in accordance with the CSEA dues and service fee schedule, dues from the wages of all employees who are members, or become members, of CSEA, on the date of the execution of the Agreement, and who have submitted dues authorization forms to FUSD.~~

New employees who hereafter come into the bargaining unit may apply for membership and execute a dues authorization form. CSEA shall, within 5 working days of each authorization by a new employee, submit the employee's name to the District to process the deduction of dues.

FUSD CSEA shall immediately notify the District CSEA treasurer if any member revokes a dues authorization.

2. Service Fee

~~A. CSEA and FUSD agree that each employee in the bargaining unit should contribute equally toward the cost of administration of the Collective Bargaining Agreement (CBA) by CSEA and for the representation of employees in the bargaining unit by CSEA.~~

~~B. All bargaining unit employees, as a condition of continued employment, within thirty (30) days of employment, shall either become a member of CSEA or pay CSEA a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of CSEA membership for the duration of the Agreement, or a period of three (3) years from the effective date of such agreement, whichever comes first. However, nothing contained herein shall prohibit an employee from paying service fees directly to CSEA.~~

~~C. In the event that an employee revokes a dues or service fee authorization, or fails to make arrangements with CSEA for the direct payment of service fees, pursuant to Education Code Section 45168(b), FUSD shall deduct service fees until such time as CSEA notifies FUSD that arrangements have been made for the payment of such fees.~~

3. Religious Objection:

~~Any employee covered by this Agreement who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations, shall not be required to join, maintain membership in or financially support any employee organization as a condition of employment except that once such employee has submitted evidence to~~

~~CSEA which proves that he/she sincerely holds such beliefs, he/she will be required, in lieu of a service fee, to pay sums equal to such service fee either to a nonreligious, non-labor organization or charitable fund exempt from taxation under Section 501(C)(3) of Title 26 of the Internal Revenue Code, chosen by such employee from the following list of three (3):~~

- ~~A. Red Cross~~
- ~~B. United Way~~
- ~~C. Muscular Dystrophy Association~~

~~4. Deduction and Payment of Charitable Contributions:~~

~~Any employee who belongs to a religious body herein shall, within thirty (30) days of the date of this Agreement or their employment, present proof to CSEA that they are a member of such religious body and shall execute a written authorization for the payroll deduction in an amount equal to the service fee payable to one (1) of the three (3) organization listed in Section 3, of this Agreement, or in the alternative, such employee shall provide proof to FUSD that such payment have been made on an annual basis as a condition of continued exemption from the requirement of financial support to the exclusive representative. If such employee who holds conscientious objections pursuant to this section requests CSEA to use the grievance procedure or arbitration procedure on the employee's behalf, CSEA is authorized to charge the employee for the reasonable cost of using such procedure.~~

~~5. Organizational Security:~~

~~CSEA will furnish all service fee payers with an adequate explanation of the basis for the fee and the calculation of that portion of the fee which is chargeable to activities related to collective bargaining. CSEA will provide all service fee payers with a reasonable prompt opportunity to challenge this calculation before an impartial decision maker and will deposit into an interest bearing escrow account all amounts reasonable in dispute while such challenges are pending.~~

~~6. 2. Hold Harmless Provision~~

- ~~A. CSEA agrees to reimburse the employer, its officers and agents for reasonable attorney's fees and legal costs incurred after notice to CSEA in defending against any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation thereof.~~
- ~~B. CSEA agrees to reimburse the employer, its officers and agents for any award or compromise of damages or liability arising out of any court or administrative action challenging the legality of the organizational security provisions of this agreement or the implementation there of, provided the employer has complied with the terms of this Article and has promptly notified CSEA of its awareness of such an action.~~
- ~~C. CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed.~~
- ~~D. Claims:
CSEA shall indemnify and hold FUSD harmless from any and all claims, demands or suits, or any other action arising from the organizational security provisions contained herein.~~

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ARTICLE 23 – SALARY

1. Salary Increase: For the ~~2018-2019~~ **2019-2020** school year a three percent ongoing (3.0%) increase to the ~~2017-2018~~ **2018-2019** salary schedule will be added effective July 1, ~~2018~~ **2019**, for all bargaining unit members effective with the first warrant of the ~~2018-2019~~ **2019-2020** contract pay year for all bargaining unit members employed on the date this agreement is ratified by both parties.

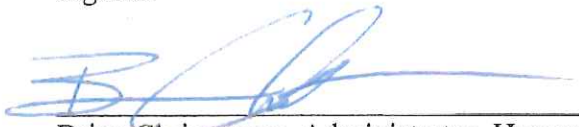
In addition to the salary schedule increase set forth above, all bargaining unit members employed in the 2018-2019 school year shall receive a one-time, off schedule payment of one and a half percent (1.5%) of base salary based on the 2018-2019 salary schedule.

Balance of Article 23 to remain the same.

ALL OTHER TERMS AND CONDITIONS OF THE 2018-2021 AGREEMENT NOT MODIFIED BY THIS TENTATIVE AGREEMENT SHALL REMAIN STATUS QUO.

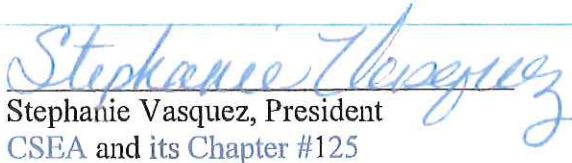
This Tentative Agreement is subject to ratification by both parties.

Signed:



Brian Christensen, Administrator, Human Resources/Labor Relations
Fresno Unified School District

6-17-19
Date



Stephanie Vasquez, President
CSEA and its Chapter #125

6/17/19
Date



Denesa Moore, Labor Relations Representative
California School Employees Association

6/17/19
Date