

TENTATIVE AGREEMENT

BETWEEN

THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS AMERICAN RIVER CHAPTER #528 (together "CSEA")

AND THE FOLSOM CORDOVA UNIFIED SCHOOL DISTRICT ("District")

Comprehensive and Transportation Units

Negotiated Changes to Article 6 and Article 7

September 18, 2024

This tentative agreement ("Agreement") is made and entered into by and between the California School Employees Association and its American River Chapter #528 (together "CSEA") and the Folsom Cordova Unified School District ("District"), collectively referred to as the ("Parties"), regarding negotiated changes to Article 6 and Article 7 of the Collective Bargaining Agreement.

The District and CSEA are parties to a collective bargaining agreement ("CBA") which expires June 30, 2026.

This Agreement between the District and CSEA is as follows:

ARTICLE 6 — AGENCY FEE/EMPLOYEE RIGHTS

- 6.1. — ~~The District and CSEA recognize the right of employees to form, join, and participate in lawful activities of employee organizations and the equal alternative right of employees to refuse to form, join, and participate in employee organization activities. CSEA shall have the sole and exclusive right to have membership dues and service fees deducted for unit members.~~
- 6.2. — ~~Any unit member who is a member of the CSEA Chapter 528, or who has applied for membership, may sign and deliver to CSEA an assignment authorizing deduction of membership dues, initiation fees, and general assessments in CSEA. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary check of the unit member each month for ten (10) months. Service fees required by CSEA shall be deducted from any employee who does not make appropriate authorization for the deduction of membership dues. There shall be no charge to CSEA for agency fee deductions.~~
- 6.3. — ~~New employees shall receive a packet of information from CSEA, which includes membership related materials, but is not limited to a membership application, at the time of their initial employment.~~
- 6.4. — ~~Service fees and membership dues will be deducted within 30 calendar days of the date~~

of initial employment with the District.

6.5. — Any unit member 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 or financially support CSEA Chapter 528 as a condition of employment; except that such unit member shall pay, in lieu of a service fee, sums equal to such lawful representation fee to a non-religious, non-labor organization, charitable fund exempt from taxation under Section 501 (3) of Title 26 of the Internal Revenue Code.

6.5.1. — Such payment shall be made on or before October 31st of each school year or in 10 monthly payments between September and June of each year.

6.5.2. — Proof of payment and a written statement of objection, along with verifiable evidence of — membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall be made on an annual basis to CSEA and District as a condition of continued exemption from the provisions of Article 6.5 above. Proof of payment shall include the amount paid, date of payment, and to whom payment was made. Such proof shall be presented to CSEA and the District on or before June 30th of each school year. In the absence of such proof being provided, the employee shall within 30 days of June 30th submit the prior year's lawful representation fee to CSEA.

6.6. — Only the District's payroll procedure with respect to the implementation of this Article may be subject to a grievance filed by the unit member and/or by CSEA.

6.7. — With respect to all sums deducted by the District pursuant to Article 6 Section 6.2 above, whether for membership dues, agency fee, or lawful representation fee, the District agrees promptly to remit such moneys to CSEA accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in CSEA.

6.8. — CSEA agrees to furnish any information needed by the District to fulfill the provisions of this Article.

6.9. — CSEA and the District hereby agree as follows:

6.9.1. — CSEA agrees to hold the District harmless and to pay to the District all reasonable legal costs incurred in defending against any suit, court action, and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation and to pay any judgment or settlement liability arising out of such challenge.

6.9.2. — CSEA shall have the exclusive right to decide and determine whether any such action or proceeding referred to in Section 6.9.1 shall or shall not be

compromised, resisted, defended, tried, or appealed.

ARTICLE 7 — PAYROLL DEDUCTIONS

- 7.1. — The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular monthly CSEA membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:
- 7.1.1. — Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee and CSEA.
- 7.1.2. — New employees failing to complete their membership dues authorization within 30 days of initial employment will have an amount equal to CSEA membership dues (CSEA service fee) deducted from their monthly pay warrants. CSEA will provide to the District an accurate amount to be deducted. This amount will be the computed CSEA membership dues. Such deductions will not require payroll deduction authorization (Ed. Code 45168.)
- 7.1.3. — The employer further agrees to furnish as supplied by CSEA, a CSEA membership information packet to each unit member employed subsequent to the ratification of this agreement.

ARTICLE 6 – PAYROLL DEDUCTIONS/MEMBERSHIP

6.1. Dues Deduction

- 6.1.1. CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues.
- 6.1.2. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.
- 6.1.3. The District shall refer all employee requests to revoke membership to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.
- 6.1.4. The employer 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.
- 6.1.5. There shall be no charge by the employer to CSEA for deductions.

6.2. Membership Information

- 6.2.1. District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join).
- 6.2.2. The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

6.3. District Notice to CSEA of New Hires

- 6.3.1. The District shall provide CSEA notice of any newly hired employee within 30 days of hire or the first pay period of the month after the employee is hired, whichever is later, via an electronic mail. The notice will include the following information: full legal name, date of hire, classification, and site.

6.4. Onboarding Video

- 6.4.1. The District will embed a video provided by CSEA to be viewed by all new classified employees as a part of the on-line onboarding process. The District shall also include a welcome letter provided by CSEA and links to an electronic copy of the CSEA membership application and to the CSEA website.

6.5. Employee Information

- 6.5.1. "Newly hired employee" or "new hire" means any employee, whether permanent, full time, part time, hired by the District, and who is still employed as of the date of the new employee 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 purposes of this article only, the "date of hire" is the date upon which the employee's status changed such that the employee was placed in the CSEA unit.

6.5.2. The District shall provide CSEA with contact information on the new hires.

- a. "Contact information" is defined as: First Name, Middle Initial, Last Name, Suffix (e.g. Jr., III), classification, department, primary worksite, home street address (including apartment number), city, state, zip code (5 or 9 digits), home telephone, work telephone, and personal cellular number (10 digits), personal email address, Employee ID, last 4 numbers of the Social Security number, hire date, and CalPERS status via a separate report if available (Y/N).

- b. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, on the last working day of the month in which they were hired. The FTP site and login information will be provided to the District by CSEA.
- c. Only personal information provided to the District by the employee will be provided.
- d. This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District.

6.6 New Employee Orientation

- 6.6.1. "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.
- 6.6.2. District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days' notice in advance of an orientation, 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
- 6.6.3. The District shall conduct mandatory monthly group orientations each month during the school year. The District shall provide CSEA a list of meeting dates and times at the beginning of each fiscal year (July).
- 6.6.4. CSEA shall have forty-five (45) minutes of paid release time for up to four (4) CSEA representatives, including the Chapter President or designee, to conduct the orientation sessions. Each new employee shall have thirty' (30) minutes of paid release time for the orientation session. Said release time shall be in addition to reasonable travel time for both CSEA representatives and participating new employees. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- 6.6.5. Absent extenuating circumstances, all employees will be mandated to attend the first monthly orientation after they are hired. Should extenuating circumstances prevent a new employee from attending orientations within two (2) months after their first day in paid service, the District shall provide CSEA thirty (30) minutes of paid release time for one (1) CSEA representative to conduct one-on-one orientations with new employee. CSEA

shall provide not less than one (1) business days' prior notice to the Associate Superintendent of Human Resources or designee that they intend to enter a campus for this purpose. Release time shall be in addition to reasonable travel time. Release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

6.6.6. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time.

6.6.7. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

ARTICLE 7 — PAYROLL DEDUCTIONS


~~7.1. The District will deduct from the pay of CSEA members and pay to CSEA the normal and regular monthly CSEA membership dues as voluntarily authorized in writing by the employee on the District form subject to the following conditions:~~

~~7.1.1. Such deduction shall be made only upon submission of the District form to the designated representative of the District duly completed and executed by the employee and CSEA.~~

~~7.1.2. New employees failing to complete their membership dues authorization within 30 days of initial employment will have an amount equal to CSEA membership dues (CSEA service fee) deducted from their monthly pay warrants. CSEA will provide to the District an accurate amount to be deducted. This amount will be the computed CSEA membership dues. Such deductions will not require payroll deduction authorization (Ed. Code 45168.)~~


~~7.1.3. The employer further agrees to furnish as supplied by CSEA, a CSEA membership information packet to each unit member employed subsequent to the ratification of this agreement.~~

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For CSEA, Chapter 528

3/13/25
Date



For Folsom Cordova Unified School District

3-12-25
Date



CSEA Labor Relations Representative

03-12-2025
Date

Board Approved: 05/15/2025

CSEA Ratified: 04/23/2025