

## Tentative Agreement

Between California School Employee Association and its Chapters 471, 731, 258

And Sweetwater Union High School District

May 3, 2021

### ARTICLE 3

#### ORGANIZATIONAL SECURITY

- 3.1 Any bargaining unit member who is a member of CSEA on the date on which this Agreement takes effect shall be deemed a continuing unit member for the duration of this Agreement, and any payroll deduction authorization ~~on file at the District office~~ shall continue in effect. Any unit member who desires membership in CSEA, or who has applied for membership, may sign and deliver to the District a payroll deduction authorization form authorizing deduction of membership dues in CSEA. All such payroll deduction authorizations shall continue in effect from year to year ~~unless revoked in writing during the thirty (30) day period prior to the expiration of the Agreement.~~ **The District shall refer all requests for changes in membership status to the CSEA San Diego Field Office (858-202-2610) or the assigned bargaining units Labor Relations Representative.** Pursuant to such authorization, the District shall deduct one tenth (1/10) of such dues from the regular salary warrant of the unit member each month for ten (10) months. Deductions for unit members who sign such authorizations after the commencement of the school year shall be prorated, commencing with the month of employment, or month of beginning membership. **Dues deductions must start the pay period after the District receives notification from CSEA.**
- 3.2 ~~Membership in CSEA is not compulsory, however, any unit member (including new employees), who is not a dues paying member of CSEA shall pay CSEA a fair share service fee which shall be no greater than CSEA's annual dues. This service fee payment shall be made either through payroll deduction or direct payments to CSEA.~~ **The District shall accept the certification provided by CSEA on dues deductions for bargaining unit members; if the Union states that it has authorization for the District to begin deductions, it is not required to provide the District a copy of the authorization unless a dispute is risen by the employee questioning the existence or terms of the authorization.**
- 3.3 ~~A 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, maintain membership in, or financially support any employee organization~~

~~as a condition of employment, except that such employee shall pay a sum equal to the fair share service fee to a charitable fund exempt under Internal Revenue Code section 501(c)(3) of Title 26. They are the American Heart Association, the American Cancer Society, the American Diabetes Association, Mothers Against Drunk Drivers (MADD), and the Sweetwater Union High School District Scholarship Fund. A unit member shall serve written notice to the District and CSEA setting forth his/her reasons for exemption. CSEA shall have the right to require proof of such payments to these aforementioned charities on an annual basis to the District and CSEA as a condition of continued exemption.~~ **The District shall not deter or discourage bargaining unit employees or applicants from becoming members of CSEA.**


- 3.4 With respect to all sums deducted by the District pursuant to authorization of the unit member, **or CSEA**, ~~whether for membership dues or fair share service fee~~, the District agrees to remit promptly such monies to the CSEA accompanied by a list of unit members for whom such deductions have been made, ~~categorizing them as to membership or non-membership in CSEA, and indicating any changes in personnel from the list previously furnished.~~
- 3.5 CSEA agrees to furnish any information needed by the District to fulfill the provisions of this article. The District agrees to distribute CSEA membership materials to all new employees.
- 3.6 CSEA shall indemnify, **defend** and hold the District harmless from any **and all** claims, demands or lawsuits **occurring or resulting from the enforcement or challenge to the legality of the**, ~~demands or lawsuits arising out of or from the organizational security provisions contained in this Agreement~~ **Article**.
- ~~3.7 CSEA recognizes that the District will not discipline or initiate any dismissal proceedings against any employee who refuses or fails to pay dues or a fair share service fee to CSEA in accordance with the provisions of this article.~~
- ~~3.8 As a condition of employment, any new employee to this unit shall be required to sign a payroll authorization form to pay dues or a fair share service fee to the CSEA as provided in this article. New employees may be exempted only as provided in Section 3.3 of this article.~~

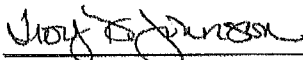
~~3.9~~ In the event that an employee revokes a dues or fair share service fee authorization or fails to make arrangements with CSEA for the direct payment of fair share service fee, the District shall deduct fair share service fees until such time as CSEA notifies the District that arrangements have been made for the payment of such fees. The District shall deduct fair share service fees automatically upon notice from CSEA, if an employee does not become a member or sign a deduction authorization in accordance with Education Code Section 45168(b).

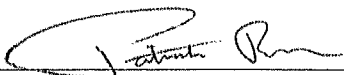
3.10 7 Bargaining unit members with payroll authorization on file who are on unpaid leave of absence shall have said authorization continue in effect upon return to active duty unless appropriately canceled pursuant to this article.

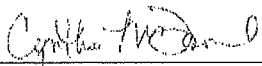
3.11 8 Upon appropriate written authorization from a unit member, the District shall deduct from the salary of such unit member and make appropriate remittance for annuities, credit union, supplemental insurance, savings bonds, charitable donations, or any other plans or programs jointly approved by CSEA and the District.

**For the Association:**

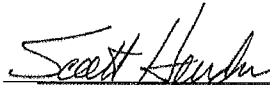
  
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Ron Silva  
CSEA President, Chapter 258


  
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Troy Johnson  
CSEA President, Chapter 471


  
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Patrick Brown  
CSEA President, Chapter 731


  
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Cynthia McDaniel  
CSEA Labor Relations Representative

**For the District:**

  
\_\_\_\_\_  
Scott Hendries  
Director of Labor Relations

  
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Anna Pedroza  
Director of Human Resources

  
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Jenny Salkeld  
Chief Financial Officer

  
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Jennifer Carbuccia  
General Counsel