

**Tentative Agreement
Between
Service Employees International Union Local 1021 and
the Geyserville Unified School District**

1. SALARY.

Effective ~~February 1, 2019~~ July 1, 2018, a 1.0% ongoing increase to the salary schedule, payable to currently contracted employees by the March 2019 regular payroll if SEIU ratifies this agreement by February 1, 2019. Any retroactive increases shall not apply to supplemental payroll. 8

2. BENEFITS.

Article 1.1 - Effective July 1, 2013, the amounts specified in Section 1 shall be increased each fiscal year by applying the statutory COLA. Effective with the 2019-20 school year, any increases to the health/welfare benefits cap must be negotiated.

3. EVALUATIONS – Article XII

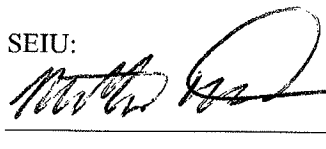

Agreement to the District's proposal on August 27, 2018 at 3:30 pm.

4. ORGANIZATIONAL SECURITY – Article V

Agreement to the District's proposal on January 28, 2019 at 2:45 pm.

5. Negotiations shall be closed for 2018-19, except with regard to AB 119.

SEIU:

 1/28/19  1/28/19

 1/28/19

District:

 1-28-19

District Counterproposal
January 28, 2019

ARTICLE V
ORGANIZATIONAL SECURITY

TH 1/29/19 SEIU M. J. PA
J. L.

Feb 1-28-19

- A. **Exclusive Right:** The District agrees that SEIU shall have the sole and exclusive right to have union dues and assessments deducted from the pay of those employees who have authorized that such deductions be made.
- B. **Dues Deduction:** The District agrees to deduct all union dues, insurance premiums, ~~service fees,~~ and assessments from those employees who authorized that such deductions be made. The amounts deducted shall be remitted promptly to the Union or its designee, with an alphabetical list of employees from whom deducted. The list shall include employee name, employee status, date of hire, ~~and salary information~~ dues amount.
- C. **Maintenance of Membership:** ~~Union members may leave the union. All SEIU members in the Non-supervisory Classified Bargaining Unit shall be placed on payroll deduction immediately upon ratification of this Agreement except as noted in Section D. Union members can change from union member to service fee payer at the end of the term of this Agreement or within 30 days thereafter by providing a 30 day notice to the union with a copy to the District. They will lose all rights and benefits of membership in the union but will remain a represented classified employee and part of the unit.~~
- D. **Indemnification: Agency Shop—Service Fee:** ~~As a condition of employment, all represented employees must be members or service fee payers of the union. If any employee does not voluntarily make application for membership or service fee status within 45 days of the effective date of this amendment or within 45 days of beginning work, whichever is later, the District shall enroll the employee as a service fee payer automatically and by default. The District shall deduct the service fee from the employee's paycheck.~~

The District shall not be liable to the union by reason of the requirements of this Article for deductions or payment of any sum other than that constituting actual deductions made from the pay earned by the employees. In addition, the union shall indemnify and hold the District harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this Article or in reliance of any list, notice, certification or authorization furnished under this Article.

~~Exception:~~ The employee may execute a written declaration (provided on the Union Application Form) that the employee is a member of a bonafide religion body or sect which has historically held a conscientious objection to the joining or financially supporting any public employee organization as a condition of employment; and pay a sum equal to the fair share service fee to one of the negotiate non religious, non labor charitable funds as listed below, that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.

~~—— (1) A public school program of the employee's choice~~

~~—— (2) Sonoma County Child Abuse Council~~

~~—— (3) United Way for the North Bay~~

E. Requests to Change or Cancel Dues Deductions: Employee requests to change or cancel dues deductions shall be directed to SEIU. The District shall rely on information provided by SEIU regarding whether deductions were properly cancelled or changed, and shall not require a copy of the employee's authorization unless a dispute arises. SEIU shall indemnify the District for any claims made by the employee for deductions made in reliance on that information.

F. Disclosure of Information: The District agrees to notify SEIU of requests made under the California Public Records Act seeking disclosure of information contained in a unit member's personnel file that is not otherwise publicly available.

District Proposal
August 27, 2018

ARTICLE XII
EVALUATIONS

TJH
1/28/19

SEIU: M. L.
PJ
M. L.

July 1-28-19

B. Complaints: Upon receipt of a complaint about an employee, the administrator shall follow the applicable complaint procedure, which may include an attempt to resolve the matter in an informal manner. Prior to making any final decision about the validity of the complaint, the administrator will offer the employee an opportunity to respond to the complaint. If the complaint is not resolved informally, the complaint must be put in writing and signed by the complainant. If the complaint is reduced to a writing, Aa copy of the complaint shall be given to the employee, unless prohibited by law, to allow the employee with an opportunity to respond orally and/or in writing.

The employee must be informed of the complaint within five (5) working days of the filing of the complaint, unless prohibited by law or if the applicable complaint procedure provides for a different notification deadline. The employee must be and afforded an opportunity to respond, or the complaint may not be referenced or used in the evaluation process. Complaints determined to be unfounded will not be used, nor referenced, in the evaluation process.