

**Memorandum of Understanding
Between the
Fresno Unified School District
And the
Fresno Teachers Association – Building Trades Professionals**

The Fresno Unified School District ("District") and the Fresno Teachers Association – Building Trades Professionals ("Association"), jointly known as the Parties ("Parties") enter into this Memorandum of Understanding ("MOU") sunsetting their previous Collective Bargaining Agreement and setting a new term of the Parties Collective Bargaining Agreement ("CBA") from July 1, 2023 through June 30, 2026.

The Parties agree to the following:

The prior Collective Bargaining Agreement for the term July 1, 2019 through June 30, 2022 is sunset and the Parties hereby establish a new successor agreement which shall be in full force and effect from July 1, 2023 through June 30, 2026. The terms of the prior Collective Bargaining Agreement, unless modified by this MOU remain in full force and effect.

Article 3

Modify Article 3 as follows:

IV. Health Fund

Replace section IV. with the following:

Effective as of July 1, 2023, the District's annual per active employee contribution to the Health Fund is \$22,000 (the "Adjusted Baseline District Health Fund Contribution"). The District shall adjust on a monthly basis, its contribution to reflect the actual number of active eligible employees.

For the 2024-2025 and 2025-2026 school years, the District shall increase the annual contribution to the health fund in an amount no less than one million (\$1,000,000) dollars but no more than three million (\$3,000,000) dollars.

V. ~~2006-2007~~ 2023-2026 Health and Welfare

Replace section V. as follows:

1 Effective as of July 1, 2023, and for the term of this Agreement (i.e., 2023-2026), the District's contribution to the Health Fund as set forth in Section IV. of this Article "Health Fund", shall be Adjusted Baseline District Health Fund Contribution. The parties acknowledge that the Adjusted Baseline District Health Fund Contribution reflects a \$2,370 decrease from the current guaranteed District contribution to the Health Fund (the "Original Baseline District Health Fund Contribution). On July 1, 2026, the District's contribution to the "Health Fund" as set forth in Article 3, Section IV. shall automatically

increase using the Original Baseline District Health Fund Contribution by the percentage that is the effective, ongoing dollar increase to the District's base grant revenue ("BGR") actually received by the District for the 2023-2024, 2024-2025, and 2025-2026 school years, and thereafter for the applicable school year, including any ongoing deficit reduction or equalization of the BGR, and/or any other ongoing adjustment to the District's funded BGR and accounting for declining or increased enrollment, except the annual contribution for each active eligible employee shall not decrease year to year. The District's contribution obligation provided for in this Section V.1. shall survive the expiration or termination of this Agreement. For illustrative purposes only, if the BGR increases by 2% each year for years 2024-2025, and 2025-2026 and the Original Baseline District Health Fund Contribution is \$24,370, on July 1, 2026, the District Health Fund contribution baseline shall be \$25,354.55 plus any increase in the 2026-2027 BGR.

2 If the health and welfare costs exceeds the level of the District Health Fund contribution, then immediately upon such determination, the parties shall meet and confer in order address such deficiencies. Any health care plans changes agreed to be each party must be adopted by the JHMB.

3. The District's contribution per active eligible employee to the Health Fund shall not be less than the amount set forth in Section 3 of this Article "Health Fund."

VI. Retiree Benefits

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e. Retirement Benefits and Eligibility for Employees Hired On or After July 1, 2005. The following eligibility requirements and District-provided retirement benefits shall apply to employees hired on or after July 1, 2005.

Minimum age: 57 and ½

Minimum years of service with the District: 20

Benefit coverage for employee and spouse

Benefit coverage to age 65 or age Medicare eligibility if revised by law.*

* The District shall provide up to **seven and one half** years of retiree benefits regardless of whether the minimum age of Medicare eligibility is revised by law. In such event, the District's minimum age of eligibility for retiree benefits shall be amended accordingly. For example, if the Medicare age of 67 years of age, the District's minimum age of eligibility for retiree benefits shall automatically be increased to 59.5. After age 65 or age of Medicare eligibility if revised by law

(see * above), the District shall provide a Medicare Advantage Plan (MAPPO) as agreed upon by JHMB currently provided by the District that is comparable to Plan A as secondary to Medicare that the retiree shall pay for at the same rate as an active employee.

Remainder of Article 3 is status quo.

Article 13:

Modify Article 13 as follows:

4. The regular workweek of a full-time unit member shall be forty (40) hours, and the regular workday shall be eight (8).

A. Day Shift (1st shift)

- 1) Monday ~~thru~~ through Friday
- 2) Start time 5:00 am to 87:30 am with 8-hour shift with 30 min lunch break.
- 3) **Should there be any business need to change shift times, the District shall provide a 2 week notice prior to implementation.**

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7. Minimum Call-In and Call-back Time

Any employee called in to work on a day when the employee is not scheduled to work, and any employee called back to work after he/she has completed his/her regular assignment, shall be compensated two hours (2) for less than two hours of work and four (4) hours of work for two hours or more, at the overtime rate.

Call Up: Any employee contacted by telephone or text about work from a supervisor, with the exception for contacts regarding overtime, and said employee responds to the call or text and is not on duty for the District, shall be compensated at a rate of one-half hour (1/2) per call, or actual time if the call is longer than one-half (1/2) hour. The employee will submit a form to their supervisor for compensation.

Remainder of Article 13 unchanged.

Article 16 – Recognition

The parties agree to align job titles to match the actual positions and to do so through Labor Management.

~~ARTICLE 27 – MISCELLANEOUS If an Assistant Supervisor, and/or Lead Tradesperson position becomes vacant, the Building Trades Professional with the most seniority in that Shop, will have first choice of the open position. Should they decline, the second most senior person in~~

~~that Shop will choose, and so on. Favoritism of any kind will not be tolerated. Current filled positions will be grandfathered in. Executive Director of Operations and Maintenance shall have the final determination of filling the position(s). The Executive Director of Maintenance and Operations shall make a determination within 15 days of position opening. If no decision is made within 15 days, the most senior tradesperson will fill the position. SEE APPENDIX A: Salaries~~
II Section 6: Pay Rules Defined.

Article 26: Bargaining Unit Work by Supervisors

Non-working Supervisors and other employees shall not perform work usually assigned to Building Trade Professionals in FTA bargaining unit classifications. **Overtime opportunities for bargaining unit members will be asked in order by seniority within classification. Working Supervisors and/or Non-working Supervisors may perform work usually assigned to Building Trade Professionals in FTA bargaining unit classifications as additional hours/overtime when unit members are unavailable, refuse, do not respond or there is an emergency situation.**

NEW ARTICLE 27: Add the following as a new Article 28: Video Surveillance to the CBA:

Article 27: Video Surveillance

The District may employ the use of video devices in non-classroom and other areas of district-owned sites, while respecting the rights of bargaining unit members. The District may utilize video recording devices to protect district equipment, materials and facilities, and to provide safety oversight for students, staff, and the community.

Video surveillance or recording devices shall not be used for day to day employee monitoring. Video surveillance recordings may be used by the District to investigate allegations of misconduct or violations of District policies and procedures or state and federal law. Should an investigation be required as a result of a reported incident, such recordings may be utilized for investigative purposes and serve as evidence for possible disciplinary action.

Authority to monitor and review video, recording devices, and footage shall be designated by the District. Authorized users shall include District and site administrators, technology staff, supervisors, and when needed, administrative designees.

Appendix A

I. Benefits

1. Anniversary Increment

An anniversary increment shall be applied as follows:

Eight-tenths of one percent (.8%) each year of employment from the 11th to the 20th year, to a total of eight (8%) at the 20th year and thereafter.

3. Education Incentive

A voluntary Professional Growth Program has been developed for all classified employees and is designed to give classified personnel incentive to improve skills within the job classification held, to encourage employees to contribute more to the educational program of the schools and to improve work performance. Increment units may be earned in the following types of professional growth activities:

1. University or college credits
2. Adult school classes
3. Institutes, lectures, seminars and workshops
4. In-service training
- 5. Continued Education**
- 6. Any Certificates, Licenses and Special Training**

A professional growth award will represent completion of fifteen (15) semester units, equivalent increment points, **or 210 hours (for categories 3-6)**. A professional growth award shall increase the classified employee's basic salary by \$100 per year.

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4. Holidays

The following thirteen holidays will be observed as legal or Board holidays for all classified employees working on a calendar month basis:

Independence Day

Labor Day

~~Admission Day~~

Veteran's Day

Thanksgiving Day and the Friday following

Christmas Eve (~~p.m.~~)

Christmas Day

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Spring Vacation Day (~~p.m.~~)

Memorial Day

Juneteenth

The Parties further agree that for the 2023-2024 school year and each year thereafter, the Admissions Day Holiday shall be eliminated and be a workday, and the half day holidays for Spring Vacation and Christmas Eve shall be full day holidays.

II. Salaries

2. Per the Parity Agreement provided for in Appendix A, Section 3. the salary provided for in Appendix A, Section II shall be as follows for years 2023-2024, 2024-2025 and 2025-2026:

Effective July 1, 2023, the applicable employee salary schedules shall be increased by 8.5% (eight and one-half percent).

Effective July 1, 2024, the applicable employee salary schedules shall be increased by 3% (three percent). Unit members shall also receive a one-time off schedule payment equal to 2.5% (two and one-half percent) of the unit member's annual salary.

Effective July 1, 2025, the applicable employee salary schedules shall be increased by 4.5% (four and one-half percent). Unit members shall also receive a one-time off schedule payment equal to 2.5% (two and one-half percent) of the unit member's annual salary.

3. In light of the salary increases and per the Parity Agreement provided for in Appendix A, Section II, the District's employee contribution rate towards health and welfare benefits, provided for in Article 3 and Appendix A section I., shall be reduced to \$22,000 for 2023-2024, 2024-2025, and 2025-2026.

5. Uniforms and Boots. Boot vouchers shall increase from \$250 to \$275 upon ratification of this agreement and the parties agree to resolve uniforms in Labor Management.

6. Pay Rules Defined:

~~A Lead employee will be paid 5% higher than the highest paid employee in the shop.~~

~~Assistants in any capacity shall be paid the basic wage of the highest employee in that shop plus differential. (Example: assistant supervisors pay will be based on the highest paid employee in that shop, plus 17% for 20 days or duration of that absence).~~

Lead Positions

A Lead employee will be paid 5% higher than the highest base classification of the trade (excluding longevity).

When a Lead position becomes vacant, the three senior unit members in that respective trade/shop may go through the interview process.

When a Supervisor is absent more than 5 days, the lead tradesperson will be paid supervisory pay while acting as the interim. After any such employee has completed 40

hours of service/5days of work in a higher class, the employee shall be paid the rate of pay for any additional hours/days worked in that position for the rest of the calendar year.

Management will review and consider if additional trade shop and/or program leads are needed should staff grow over 20 FTE in any specific shop to ensure effective and efficient services to sites.

All other provisions of the collective bargaining agreement remain status quo

FTA Building & Trades

Dated: _____

11/29/23

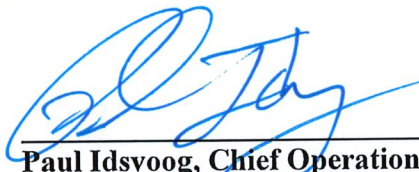


**Louis Jamerson, Executive Director
Fresno Teachers Association**

FRESNO UNIFIED SCHOOL DISTRICT

Dated: _____

11/30/23



**Paul Idsvoog, Chief Operations and Classified
Labor Management Officer
Fresno Unified School District**

