

DO to CUEA Counter
12/4/24
Time: 4:00 pm

*msdn 1.21.25
Asst. Supt. Personnel*

ARTICLE 3

ASSOCIATION RIGHTS

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CUEA Contract
Consultant 1/21/25*

3.1 Communications During Working Hours

The Association agrees that its employees and officials, including but not limited to faculty representatives, shall not communicate with members of the bargaining unit about Association business or activities during regular working hours. Such communication shall be limited to times other than the respective unit members' working hours. With sufficient notification to the immediate supervisor of the work area or such supervisor's designee, the District shall grant the Association, including the leadership and staff of CUEA/CTA/NEA, access, without charge, during the lunch break, before or after normal working hours, to areas in which employees work.

3.2 Bulletin Board

The Association shall be provided, without charge, not more than one-third of the total area of each facility's currently designated official bulletin board. Such bulletin board areas will be identified by the immediate supervisor of the facility and labeled "CUEA." If the Association desires to have a bulletin board devoted entirely to its own use in a particular facility and space is reasonably available for such a bulletin board as determined by the immediate supervisor of the work area, the District agrees to provide such space. The cost of any such additional bulletin board shall be borne one-half by the District and one-half by the Association.

3.3 Mailboxes

- 3.3.1 The District recognizes the Association's right to place mail in unit members' school and district facility mailboxes. Materials distributed in such mailboxes shall be solely for the purpose of Association business. The District recognizes the Association's right to use intradistrict mail and email.
- 3.3.2 All Association postings and communications to unit members shall be submitted to the Superintendent or designee no later than their posting or entrance into the unit members' mailboxes. This requirement of submission to the Superintendent does not apply to communications which are specific to a limited number of individuals.
- 3.3.3 All Association communications shall be dated and shall identify the organization responsible for their promulgation.
- 3.3.4 The Association shall have the use of District email to communicate with its unit members. Communications will be carbon copied (cc) to the District Superintendent or designee, in compliance with section 3.3.2 - 3.3.3. The use of District email shall be in accordance with the District's Acceptable Use Policy.

3.4 Association Leave

3.4.1 Up to fifty (50) days non-cumulative paid leave per year shall be available for use by the Association President or his/her designee. Such leave shall be used for official Association business and the District shall pay the cost of any substitutes who may be needed for the first forty (40) days of such leave. The Association shall pay the cost of any substitutes who may be needed for the last ten (10) days of such leave. The Association has the option to use Association Leave to cover the cost of any witnesses it calls during an arbitration hearing. The leave may be taken in 1/8 day increments.

3.4.2 The equivalent of up to one 1.0 FTE of Four-fifths paid leave per year or its equivalent shall be available for use by the President and/or designee(s) of the President. Such leave shall be used for official Association business. ~~The District will pay for three-fifths, and the district and the Association will split the cost (50%-50%) of one-fifth for a total of four-fifths.~~

3.4.2.1 The District shall pay for the first 0.6 of the FTE. Beginning in 2017-18
~~the district and the Association will jointly split the cost (50%-50%) of the final one-fifth of leave.~~

3.4.2.2 The District and the Association shall split the cost equally for the additional 0.2 or 0.4 of the FTE at the Association's discretion.

3.5 Buildings and Facilities

The District recognizes the Association's right to use the District's buildings and facilities at times other than normal working hours and hours of student instruction or activity as long as the Association submits the appropriate Civic Center Act form to the Community Services Office of the District and as long as the use of such buildings and facilities does not interfere with instructional or activities programs, District operations or previously scheduled activities.

3.5.1 The District acknowledges the exclusive right of the Association to access its members during the members' non-instructional/non-duty time, to include meeting with members in the site designated lunchroom/lounge during the entirety of the site lunch break.

3.6 Unit Member Roster

3.6.1 The District ~~shall~~ will furnish to the Association a listings of each unit member no later than the tenth (10th) day of instruction, September 30, January 31, and May 31. These listings will include ten (10) working days after the first instructional

~~day of each school year. To include name, job title, work location, home/cell phone, home address, and personal email.~~

~~3.6.2 The District agrees to furnish period master schedules to the Association every thirty (30) days.~~

~~3.6.3 Three (3) times per year (September 30, January 31, and May 31) the District will provide to the Association all of the information listed below for all employees.~~

- a. First name
- b. Middle initial
- c. Last name
- d. Suffix
- e. Job title
- f. Department
- g. Primary worksite name
- h. Work telephone number
- i. Work extension
- j. Home street address
- k. City
- l. State
- m. Zip code
- n. Home telephone number
- o. Personal cellular telephone number
- p. Personal Email (for new hires)
- q. Hire date

3.7 Assignment Reporting

The district agrees to furnish site master schedules (inclusive of class sizes), case load reports, and **extra duty 1/5 assignments** reports to the Association on the first work day of every school month.

3.8 New Agreement

3.8.1 The District will provide an electronic copy of the **ratified new collective bargaining agreement in draft form** to the Association for review within 10 20 working days of ratification by the Association and final approval by the Board of Education. prior to printing and distribution.

3.8.2 The District shall post and maintain a full and complete electronic copy of the current ratified agreement on the school district website within twenty (20) days of **receipt of the Associations approval of the draft document** ratification by the Association and approval by the Board of Education.

3.8.2.1 Any public posting or electronic distribution of all or any part of this agreement will be shared with the Association at least twenty-four (24) hours prior to the posting by the District.

3.8.3 The District shall **also** print and distribute a copy of the new collective bargaining agreement to each school site, Principal, Site Representative, and Association Executive Board member within twenty (20) days of **the District's receipt of approval of the draft document** by the Association ~~and the Board of Education.~~

3.9 Board of Education Packet

The District shall make available to the Association a complete Board of Education agenda at the same time as it is made available to the Board with respect to public Board meetings.

3.10 District Calendar of Events

The District agrees to print in its annual Calendar of Events those dates regularly-scheduled monthly **Site Representative** Association meetings provided they are submitted to the District no later than May 15 each year. No regularly scheduled District level meetings **that require unit member attendance** shall conflict with these dates.

3.11 Negotiations

3.11.1 During negotiations, the parties shall agree to a schedule of reasonable alternation between District facilities and Association facilities.

3.11.2 The District shall provide financial and attendance documents in accordance with California Government Code 3545.25, Chapter 276.

3.12 New Teacher Orientation

3.12.1 During the period of new teacher orientation, the District shall provide an opportunity for representatives of the Association to meet with such new teachers. Specifically, representatives of the Association can meet with new teachers in-person for not less than sixty (60) minutes at the conclusion of the District new teacher orientation breakfast or luncheon.