

ARTICLE 2: UNION RIGHTS

2.100 Dues/Fair Share Service Fee Administration

- 2.110 Pursuant to Educational Employment Relations Act (EERA), Section 3546(a), as amended effective January 1, 2001, all bargaining unit members, except as expressly exempted herein, who do not maintain membership in the Union shall be required as a condition of employment to pay fair share service fees (services fees) to the Union.
- 2.120 The Union shall have the sole and exclusive right to payroll deduction of regular membership dues and service fees.
- 2.130 The District shall deduct monthly regular membership dues from the pay of unit members who are or voluntarily become Union members unless they choose to pay dues directly to the Union. The District shall deduct monthly regular service fees from the pay of unit members, who are not members of the Union and have not chosen to pay such service fees directly to the Union, unless exempted pursuant to Section 2.190 below.
- 2.140 The Union shall furnish the information needed by the District to fulfill the provisions of Section 2.130 and 2.190.
- 2.150 The Union shall be entitled to changes in payroll deductions provided it furnishes the District with the information to effect the change at least thirty (30) days prior to the effective date.
- 2.160 The District shall promptly and regularly remit all dues and service fees collected to the Union with an accompanying alphabetical list of all unit members from whom deductions have been made, showing the amount of each deduction.
- 2.170 Unit members who elect to become Union members shall maintain membership for the term of this Agreement.
- 2.180 The Union shall comply with the relevant regulations of the Public Employment Relations Board (PERB) and the requirements mandated by the U.S. Supreme Court in *Chicago Teachers Union v. Hudson, et al.* (1986), 475 U.S. 292.
- 2.190 Notwithstanding the provisions of EERA, Section 3546(a), any unit member who is a member of a bona fide religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations as defined by EERA, Section 3540.1(d), shall be exempt from the requirement of a service fee as a condition of employment.
- a) A unit member claiming such religious exemption shall, as a condition of continued employment, furnish the Union with a written statement of objection along with verifiable evidence of membership in the religious body. The Union upon verification of eligibility for exemption shall notify the District with appropriate instructions.
 - b) An exempted unit member shall as an alternative to payment of a service fee, have an amount equivalent to the service fee deducted by the District and remitted to one of the following funds exempt from taxation under Section 501(C)(3), Article 26 of the Internal Revenue Code:
 - 1) Children’s Hospital of Orange County
 - 2) American Cancer Society
 - 3) American Heart Association
 - c) The District shall provide monthly verification of such deductions and remittances with information furnished pursuant to Section 2.160 above to the Union.

- d) If a unit member who is exempt on grounds of religious objection requests the Union to use the grievance or arbitration procedure on the employee's behalf, the unit member shall be responsible for paying the reasonable cost of using such procedure.

2.200 Harmless Provision

- 2.210 Union as defined in this Agreement shall hold the District harmless, and shall fully and promptly reimburse the District for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes, challenges, which are actually brought against the District or any of its agents, in connection with the Agreement pertaining to representation fees. Such reimbursement shall include, but not be limited to, court costs, litigation expense, and attorney's fees incurred by the District.
- 2.220 Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Union shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above in Section 2.1110 shall be comprised, resisted, defended, tried, or appealed.
- 2.230 In determining whether or not such action shall be comprised, resisted, defended, tried or appealed, the District will defer to the Union's interests if the District does not have a distinct and separate legal interest in the matter in dispute.
- 2.240 District shall not be entitled to be reimbursed for any costs for which the Union was not properly notified and provided the opportunity to discuss as set forth herein; nor will the District be entitled to any reimbursement, when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend, or when the District is defending an activity which is arguable subject to criminal liability on the part of any district administrator.

2.300 Use of Communication Systems

- The Union shall have the use of school mail and delivery system, employee mailboxes and school bulletin boards. A union mailbox shall be located at the District Office.
- 2.310 Union communications or materials shall be properly addressed and prepared for delivery. A copy of materials distributed throughout the District shall be forwarded to the Executive Cabinet members and site administrators at the same time such notices are placed in the mail system. Materials distributed shall be clearly identified as a Union publication and shall be presumed to have been authorized by the Union.
 - 2.320 Bulletin boards at the appropriate central work locations shall provide reasonable space for identified Union items.
 - 2.330 The District shall supply the Union with the list of names, classifications and work locations of unit members as soon as such list is available to the District.
 - 2.340 Members of CSEA's Chapter 67 Executive Board shall have the right to communicate with each other and the general membership via District email. Email communications shall identify CSEA Chapter 67 as the subject heading of the communication and may only be sent or responded to during breaks, lunch, before or after work hours. Unit members shall comply with all District policies and regulations pertaining to employee use of technology.

2.400 **Union Business**

2.410 Union representatives shall have the right to transact Union business on school property provided that the business takes place before scheduled work begins, during scheduled break periods, during lunch break, after work, or at times approved by the appropriate supervisor, provided further such business does not interfere with the instructional process or the regular duties of unit members.

2.420 District recognizes the need and affirms the right of the Union to designate Authorized Representatives from among unit members. It is agreed that the Union in appointing such representatives does so for the purpose of promoting an effective relationship between the District and unit members by helping to settle problems at the lowest level of supervision.

2.500 **Union Leave**

The Union shall be granted thirty (30) days per year of this Agreement for the purpose of allowing its members to participate in the Union's normal business activities. The Union shall provide written notification normally six (6) days in advance or as reasonably in advance as practical to the Superintendent or designee of the name(s) of the unit member(s) who will utilize said leave prior to the absence. CSEA will designate employees who shall have the right to paid leave for delegates to attend the annual CSEA conference in accordance with the existing CSEA formula therefore. This designation shall be provided to the Human Resources Office thirty (30) calendar days prior to the annual conference. It is understood that delegates who are less than 12-month employees will not be paid during their non-working period of the fiscal year.

2.600 A hire-date seniority roster of all bargaining unit members shall be provided to CSEA by no later than December 1st of each school year, at the end of each fiscal year, and at least two (2) weeks prior to the effective date of any layoff if a layoff occurs at any time other than end of school year. Upon request, the District will provide CSEA with a copy of the most recent hire-date seniority roster that is produced in accordance with the time frames noted above.

2.700 **Release Time for Negotiations**

The Union shall have the right to receive a reasonable amount of release time for its members to participate in negotiations.

2.800 **Release Time for Chapter President (continue March 9, 2004 MOU regarding release time)**

2.810 **The District shall**

2.811 Provide an office space at a District site which includes a District network connection and a telephone line.

2.812 Hire a substitute to work two days a week, 8 hours per day in Chapter President's position so that the Chapter President will receive two days per week of release time to conduct union business. Should the substitute be a current part-time unit member, the substitute shall be compensated at the extra earnings rate for working out of class. If a unit member works the extra hours, the provisions of Hours and Overtime Article 5.300 of the collective bargaining agreement shall be waived such that the substitute shall not retain the increased hours permanently. Instead, at the time that this agreement ends, the substitute shall return to his/her former position at the former hours. Should the hours of

the substitute employee in his/her regular position be less than 4, but the total hours of employment for the substitute position equal 20 or more per week, the provisions for health and welfare benefits under Article 12.400 shall not apply.

2.813 Although directly compensated by the District only three days per week, President shall continue to accrue all benefits, seniority and rights due Chapter President in Chapter President's current position at five days per week.

2.820 CSEA shall

2.821. Reimburse the District for employee costs associated with actual work time used pursuant to Article 2.812 for union business not to exceed two days a week, 8 hours per day, or up to two fifths of all employee costs for Chapter President including salary, retirement, and statutory benefits. District will pay the "District's annual cost," per Article 12.400 for Chapter President's health and welfare benefits. No additional health and welfare benefits will be paid for Chapter President's substitute.

2.822 Complete an OUSD facilities use form for the no-fee use of the office space as designated under Board Policy 1330 "No Charge Use – Group A".

2.823 Insure that the Chapter President conducts union business away from his/her worksite, unless the nature of the business pertains to that site and in his/her judgment requires his/her presence. The Chapter President's union business will not include any activities specified in Education Code Section 7054 pertaining to elections and President's union business will be performed within the geographical boundaries of the Orange Unified School District primarily at his/her District-provided office.

2.824 Insure that CSEA unit members are informed as to the procedures and limitations in conducting business with President.

2.825 Agree to waive those sections of the collective bargaining agreement mentioned above.

2.830 Billing

2.831 The District will bill CSEA Chapter #67 for above-listed costs and Chapter #67 will promptly pay the District within 30 days of receipt of invoice.

2.832 Should Chapter #67 not pay the District within 60 days of receipt of invoice, the District may terminate release time for the Chapter President under this section.

2.900 The Association shall be provided with an opportunity for input regarding new unit member job descriptions and for changes to existing unit member job descriptions prior to implementation.

2.1000 Upon request prior to the closing date of the vacancy announcement, the Union may appoint a unit member to participate on an interview panel established to fill a bargaining unit position.

2.1110 The District will provide reasonable notice to CSEA of new employees in probationary positions. Such notice shall include the employee name, classification, and department or worksite.