

CVE PROPOSAL
BETWEEN
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
AND
CHULA VISTA EDUCATORS
October 17, 2023

ARTICLE 4: ORGANIZATIONAL SECURITY

4.1 Association Rights

4.1.1 The Association shall have the right to reasonable use of buildings and facilities.

4.1.2 The Association shall have the reasonable use of the District internal school mail system **and email system** to distribute materials which emanate from the Association office for communication to its unit members provided that such materials include the name of the Association and date. Distribution of District materials shall have priority over distribution of organizational materials and shall be subject to the workload of the District mail delivery service. The Association is responsible for the content of all information sent in the District mail, and ten (10) copies of the materials to be placed in employee mailboxes shall be provided to the Superintendent or designee. This last requirement of ten (10) copies shall not apply to individual correspondence intended for ten {10} or less employees in the District and/or which is intended for final distribution to ten (10) or less employees in the District. The District will maintain a mailbox from which the Association may pick up mail.

4.1.3 The District shall include the Association office on its Monday/Thursday mail run for pickup and delivery as long as the

Association office is located within the boundaries of the Chula Vista Elementary School District.

4.1.4 The Association shall have the right to post notices of activities and matters of Association concern on a reasonable section of a designated bulletin board, at least one of which shall be provided in each school building in areas frequented by employees. The Association shall be responsible for the content of all its information posted on school bulletin boards.

4.1.5 Authorized Association representatives conducting Association business shall, upon arriving at a school site, report initially to the office of the principal to announce their presence and purpose. Normally such visits shall be scheduled only during the employee's duty-free lunch period or non-duty hours. The Association representative may request a visit with an employee during duty hours provided the visit does not interfere with assigned duties and the efficient operation of the school. Such visitation may be terminated by the principal if the employee's services are needed in case of emergency.

4.1.6 The Association shall have the right to distribute Association meeting agendas for Association meetings which are to follow a building site meeting. The time of distribution shall be prior to the start of the building site meeting and the burden and responsibility for the execution of this provision shall remain entirely with the Association. Association meetings can be held immediately following any school faculty meeting and at all other times during the duty day provided the instructional day has been completed and/or said meeting does not interfere with the operations of the school.

4.1.7 Names, addresses, telephone numbers and school email addresses of all District employees shall be provided to the extent that such

information is public knowledge and not confidential, to the Association upon written request to the Human Resources Office prior to the tenth (10th) teacher duty day of each school year. An updated listing, not more than once each month shall be provided upon written request for each updated list.

4.1.8 The Association shall have reasonable opportunity to prepare and present a position in the event of any proposed policy change or new policy.

4.2 Release Time for Association Business. The Association shall have the right to receive released time without loss of compensation **or cost to the Association** not to exceed twenty (20) days during a period of one (1) school year, for conducting business that is between the District and the Association.

~~4.2.1 Method of release. The District's released time request form signed by the President or designee of the Association must be submitted to the immediate supervisor of each specific individual to be released twenty four (24) hours in advance of the requested released time. This requirement may be waived by the Superintendent or designee in special situations. The request shall be granted upon approval of the Superintendent or designee.~~

4.2.2 Length of Released Time. Released time must be taken in increments of no less than one-half ($\frac{1}{2}$) day per specified individual employee released.

4.2.3 Designation of Released Persons. The Association may specify the number of days and specific individual employees to be released within the number of days authorized.

4.3 Release Time - Association President

4.3.1 The District shall employ a full-time temporary contract teacher to fill the vacancy created by the full-time release President.

4.3.2 The Chula Vista Educators shall cover the cost of a temporary teacher. The cost of the temporary teacher for the full-time release President shall be Step 3 Class III of the Teacher's Salary Schedule.

~~4.3-4~~ Professional Dues Deduction

~~4.34.1~~ The right of payroll deduction for payment of organizational dues shall be accorded to the Association. Association members who currently have authorization cards on file need not be **re-solicited**. Association dues, initiation fees, and general assessments, upon formal written request from the Association to the District, shall be increased or decreased without **re-solicitation** and authorization from Association members under the terms set forth above and provisions of the Education Code Section 45060 and Government Code Section 3540.1 (1)(2).

~~4.34.2~~ The District shall honor the terms of CVE/CTA/NEA written authorization for payroll deduction. These authorizations shall be maintained by the CVE/CTA/ NEA. The District shall process payroll dues deductions for all employees whom the union reports as having written authorizations. The Association may provide the employer with copies of the employees' authorization agreements, but is not required to do so unless there is a dispute about the existence or terms of the agreements. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues, fees, **and/or** assessments from the regular salary check of the employees each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be appropriately

prorated to complete payments by the end of the school year. Payment of membership dues in one lump sum payment shall be made by October 10 of each school year or within forty-five (45) days of employment if employed during the school year.

4.34.3 The District agrees to promptly remit such monies to the Association along with an alphabetical list of Association members for whom such deductions have been made and any changes that may have occurred since the previous list.

4.34.4 Upon appropriate written authorization from an employee, the Board shall deduct from the salary of such employee and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Association and the Board.

4.34.5 Employees may have contributions to the CVE-PEC voluntarily deducted from their pay warrants upon delivery to the District of an appropriate payroll authorization form. Such contributions may be terminated at any time upon delivery to the District of an appropriate form.

4.34.6 The Association shall indemnify and hold the District harmless from any claims, demands, or lawsuits arising out of or from the maintenance of membership provisions contained in this Agreement.

4.45 Transmittal of Dues

4.45.1 With respect to all sums deducted by the District pursuant to Sections 4.3 for membership dues the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made and indicating any changes in personnel from the list previously

furnished. There shall be no charge to the Association or employee for processing of dues deductions.

4.45.2 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.3.

4.56 New Employee Orientations

The District shall hold yearly new employee orientations. The initial orientation shall be offered no later than the last week of August. Following a brief District introduction, CVE/CTA/NEA will be given the opportunity to make a presentation (including use of audio and video equipment if necessary) for thirty (30) to forty-five (45) minutes. CVE/CTA/NEA reserves the right to exclude management from its portion of the orientation session. A second orientation shall be held no later than the last week of January. The District and CVE will collaborate to determine the dates of the new employee orientation sessions each year. The orientation sessions shall take place on mutually agreed upon minimum days and times. Principals shall make every effort to provide coverage so that all new employees can attend. Employees who are unable to attend the first orientation, shall be eligible to attend the next orientation. The orientation shall not exceed the regular work day. Additionally, newly hired CVE/CTA/NEA bargaining unit members will be given CVE information in their employment packet. This provision is entered into pursuant to AB 119 and is comprehensive of CVE's right to access new employee orientations.