

ARTICLE III

Reserved Rights of the District

A. The intention of this Article is to provide that the District retains all rights, powers, authority, duties and responsibilities to direct, manage, and control conferred upon and vested in it by the Laws and Constitution of the United States and the State of California. In delineating the reserved rights of the District, it is not the intention of the parties to detract from or diminish in any way the statutory right of the Association to represent unit members under the Act.

B. It is agreed that all matters which are beyond the scope of negotiations as provided in Government Code, Section 3543.2 and also all rights, powers, and authority which are not limited by the terms of this Agreement are reserved to the District. Such reserved rights shall include, but are not limited to, the exclusive right to:

- 1. Determine its organization; determine the kinds and levels of services to be provided and the methods and means of providing them;
- 2. Maintain the efficiency of District operations; build, move, or modify facilities; establish budget procedures and determine budgetary allocations; determine methods of raising revenue; contract out work;
- 3. Determine the times and hours of operation; determine staffing patterns and the number and kinds of personnel required; direct the work of employees; hire, classify, assign, evaluate, promote, discipline (pursuant to Education Code, Section 44944), and terminate employees;
- 4. Establish educational policies, goals and objectives; determine the curriculum; ensure the rights and educational opportunities of students.

C. The exercise of the foregoing rights, powers, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific express terms of this Agreement, by statutory rights of unit members and/or the Association, and then only to the extent such specific and express terms are in conformance with law. If there is a direct conflict between the aforementioned reserved rights of management and the specific and express provisions of other articles of this Agreement, the language of the latter shall prevail.

D. The District retains its right to amend, modify, or rescind policies and practices referred to in this Agreement for the duration of an emergency. An emergency shall be defined as those unforeseen circumstances which substantially interrupt or threaten to interrupt the normal District operation: natural disasters, epidemics, riots, police actions, national emergencies, local exigencies.

ARTICLE IV

Association Rights

A. ASSOCIATION USE OF DISTRICT FACILITIES: The Association and its members may utilize District school buildings and facilities.

1. Outside of operation hours, facilities and audiovisual equipment may be used for meeting purposes subject to the provisions of the Civic Center Act, except that under Section II, Article 7, of District Regulations for Use of School Facilities, the Association will not be subject to charge for meeting of their membership at which no admission is collected. However, if such meetings require the assignment of additional District personnel, the Association will be charged for such services.

2. During operation hours the District agrees, upon twenty-four (24) hour advance request and approval of the site manager verifying that there will be no conflict created in the use of the facility on the date and at the time requested, to grant to the Association access to lounges, faculty dining rooms, or other designated locations for the transaction of Association business with employees on non-duty time as provided in Section C.

3. The District agrees that upon advance request the immediate manager of a school or office may grant TALB the occasional use of District computers, copiers, and other communication or media equipment under the following conditions:

a. Use of equipment occurs on non-duty time of the employee who must also be qualified to use the equipment;

b. Use does not interrupt or interfere with the normal student educational program or work production of District employees who need to use the equipment;

c. On or before June 30 of each year, TALB agrees to remit to the District \$1,000 (K-12 and CDC/Head Start inclusive) as reimbursement for the occasional use of District equipment. It is understood that site copy machines may be used only for communications specific to individual school sites;

d. TALB requests shall be made through building representatives or officers to the site manager;

e. TALB acknowledges that site managers may refuse the use of equipment defined above if use by the Association interferes with the educational program or violates other provisions of this Agreement.

1 4. **Use of School Telephones and Cell Phones:**

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- 3 a. During those times when the employee is not responsible for the instruction
- 4 and/or supervision of students or other assigned duties and provided no pay
- 5 phone or personal cell phone is available, the school telephone may be used
- 6 for calls concerning matters of serious and compelling personal importance
- 7 that cannot be made before or after the workday.
- 8
- 9 b. In addition to 4.a., designated site representatives, when not responsible for
- 10 the instruction and/or supervision of students or other assigned duties, will
- 11 have reasonable use of a school telephone for local calls involving
- 12 representation matters. The conduct of Association business will not interfere
- 13 with the business of the District.
- 14
- 15 c. The use of the District phone to conduct personal enterprise is prohibited.
- 16 Toll calls shall be charged to the employee’s home phone bill by the
- 17 employee.

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19 B. **ASSOCIATION COMMUNICATIONS:**

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- 21 1. **Bulletin Boards.** The District authorizes the Association to use without charge one
- 22 site bulletin board designated for employee association information. The location of
- 23 such bulletin board, designation of space, and resolution of disputes about use of
- 24 space shall be determined by the site manager. The Association agrees monthly to
- 25 remove out-of-date materials.
- 26
- 27 2. **Restrictions.** Any literature distributed or posted by the Association must meet
- 28 professional and ethical standards, be dated, identify the person(s) and/or
- 29 organization responsible for its promulgation, and conform to election/campaign
- 30 laws then in effect.
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- 32 3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff
- 33 mailboxes and email subject to Appendix G. Distribution of communications shall
- 34 be by employees on non-duty time or by non-site representatives of the Association.

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36 C. **ASSOCIATION BUSINESS.** The Association agrees that its authorized staff and

37 building representatives shall not conduct Association business with employees during

38 regular working hours. It is agreed that non-duty times are as follows: before and after the

39 scheduled workday of each employee, the nutrition break, and lunch period. Under no

40 circumstances shall any representative or unit member interrupt or interfere in any way with

41 normal work. Any exceptions must be approved by the appropriate assistant/deputy

42 superintendent.

1 D. **RELEASED TIME FOR NEGOTIATIONS:**

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- 3 1. The Association will exclusively receive released time from duties for its
- 4 representatives to meet and negotiate with District representatives.
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- 6 2. Association members shall receive released time for negotiation sessions. Any
- 7 number in excess of five (5) shall be mutually agreed to by the District and the
- 8 Association.
- 9
- 10 3. The Association shall submit in writing to Employee Relations Services the
- 11 names of the employees who are authorized to represent the Association in
- 12 negotiations.
- 13
- 14 4. Released time shall be arranged with the site manager twenty-four (24) hours prior
- 15 to release from duties.
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17 E. **ORGANIZATIONAL SECURITY:**

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- 19 1. **Membership Dues Deduction.** Any unit member who is a member of the Teachers
- 20 Association of Long Beach, CTA-NEA, or who has applied for membership, may
- 21 pay a lump sum cash payment to the Association or sign and deliver to the District
- 22 an assignment authorizing deduction of unified membership dues, initiation fees and
- 23 general assessments in the Association. Pursuant to such authorization, the District
- 24 shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit
- 25 member each pay period for ten (10) pay periods. Unit members who sign such
- 26 authorization after the commencement of the school year shall have deducted one-
- 27 tenth (1/10) the total amount of unified dues for each of the remaining ten (10) pay
- 28 periods.
- 29
- 30 2. **Remittance of Dues.** With respect to all sums deducted by the District, for
- 31 membership dues, the District agrees promptly within fifteen (15) days to remit such
- 32 monies to the Association accompanied by the alphabetical list of unit members for
- 33 whom deductions have been made, categorizing them as to membership in the
- 34 Association, and indicating any changes in personnel from the list previously
- 35 furnished.
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- 37 3. **Provision of Information.** The Association agrees to furnish any information
- 38 needed by the District to fulfill the provisions of this Article.
- 39
- 40 4. **Indemnification.** The Association shall indemnify, defend and hold harmless the
- 41 District against any administrative action before the Public Employment Relations
- 42 Board and/or any court action challenging the legality or constitutionality of Article
- 43 IV, Section E. of this Agreement or its implementation.
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1 The Association shall have the exclusive right to decide and determine whether any
 2 such action or proceedings referred in the above paragraph shall or shall not be
 3 compromised, resisted, defended, tried, or appealed.
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5 **F. DISTRICT DIRECTORY.** The District agrees to provide the Association with a digital
 6 copy of a District directory (names, addresses, phone numbers) when such a directory is
 7 published. The Association agrees to use such information for internal organization purposes
 8 only and not to disclose it to any third parties. Additional support service staff schedules and
 9 budget publications shall be made available to the Association.
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11 TALB agrees to provide Employee Relations Services with the names of designated site
 12 representatives and to update the list as changes occur. The District agrees to provide the
 13 Association public documents distributed to school board members and the press in
 14 preparation for meetings of the Board of Education.
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16 **G. NEW UNIT MEMBER INFORMATION**
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18 Except for unit members who have submitted written requests pursuant to Government Code
 19 section 6254.3 (c) prohibiting the disclosure of their home address, home telephone number,
 20 personal cellular telephone number, personal email address, or date of birth, the District shall
 21 provide TALB with unit member information on the new teacher hires.
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23 The unit member information will be provided to TALB electronically via a mutually
 24 agreeable secure FTP site or service, at TALB’s expense, within thirty (30) days from the
 25 date of hire. This contact information shall include the following items, if they are included
 26 in the District’s records, with each field in its own column:
 27

- 28 i. First name;
- 29 ii. Middle initial;
- 30 iii. Last name;
- 31 iv. Suffix (e.g. Jr., III);
- 32 v. Job title;
- 33 vi. Department;
- 34 vii. Primary worksite name;
- 35 viii. Work telephone number;
- 36 ix. Work telephone extension;
- 37 x. Home, street address (incl. apartment #);
- 38 xi. City;
- 39 xii. State;
- 40 xiii. ZIP Code (5 or 9 digits);
- 41 xiv. Home telephone number (10 digits);
- 42 xv. Personal cellular telephone number (10 digits);
- 43 xvi. Personal email address of the employee;
- 44 xvii. Hire date
- 45

1 Periodic Update of Contact Information: Subject to prohibitions of disclosure outlined above,
 2 the District shall provide TALB with a list of all bargaining unit members’ names and contact
 3 information on the last working day of September, January, and May of each school year.
 4 The information will be provided to TALB electronically via a mutually agreeable secure
 5 FTP site or services at TALB’s expense.
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7 TALB agrees to provide Employee Relations Services with the names of designated site
 8 representatives and to update the list as changes occur. The District agrees to provide the
 9 Association public documents distributed to school board members and the press in
 10 preparation for meetings of the Board of Education.
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12 **H. NEW TEACHER ORIENTATION**

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 14 a) “New employee orientation” means the onboarding process of a newly hired public
 15 employee.
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17 b) District Schedule New Teacher Group Orientations: In the event of a District scheduled
 18 new Teacher group orientation, the District shall provide TALB with ten (10) days’
 19 notice in advance of an orientation, except that a shorted notice may be provided for
 20 extenuating circumstances. At the closing of the scheduled orientation, TALB shall
 21 have an opportunity for TALB representatives to meet not less than (60) sixty minutes
 22 with new teachers who voluntarily opt to stay during non-duty time. TALB shall
 23 provide the District with contact information (email and cell phone number) of the
 24 designated TALB representatives.
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26 **I. LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT.** Upon annual written
 27 application, the Association president shall be granted a full-time leave of absence to conduct
 28 Association business. Following the District’s payments to the employee for such leave of
 29 absence, the District shall be reimbursed by the employee organization of which the employee
 30 is an elected officer for all compensation paid and for all sick leave granted to the employee
 31 because of such leave. Reimbursement by the employee organization shall be made within
 32 ten (10) days after its receipt of the District’s certification of compensation and sick leave.
 33 Upon return from leave to conduct Association business, the Association president shall be
 34 assigned to his/her previous classroom position at, the site assigned prior to the
 35 commencement of the leave.
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37 **J. ASSOCIATION LEAVE:**

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 39 1. The District will grant to the bargaining unit as a whole a total of two hundred fifty
 40 (250) days per fiscal year (July 1-June 30) of released time for unit members to attend
 41 workshops, conferences, or other activities sponsored by the Association as identified
 42 by H.a and H.b. The TALB president or his/her designee shall submit in writing the
 43 information and the names of unit members who are authorized to use the association
 44 leave days to Employee Relations Services prior to an employee’s application for the
 45 released time. Written application for approval for such released time must be

1 submitted by the employee on the appropriate District form to the site manager at
2 least five (5) working days prior to the anticipated absence.

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4 2. The District will grant to each member of the TALB Board of Directors released time
5 per fiscal year to allow all members to participate in regularly scheduled meetings of
6 the Board of Directors. The TALB president or his/her designee shall provide to
7 Employee Relations Services the names of members of the Board of Directors and
8 the schedule of meeting dates.

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10 The Association agrees to reimburse the District for any substitute pay expended in
11 relation to Sections 1. and 2. above.

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13 K. The District agrees to make reasonable effort to provide the Association with the opportunity
14 to review newly developed and/or revised forms related to the implementation of this
15 contract.

- 16
17 L. The District agrees to make reasonable effort to provide the Association with a copy of
18 notices to employees which relate to the negotiated agreement and which require the
19 authorization of the Superintendent, the Deputy Superintendent, or the Chief Business and
20 Financial Officer.

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22 M. TALB will have representation on committees as mutually agreed to by the District and the
23 Teachers Association. The parties mutually agree to TALB representation on the Transfer
24 and Assignment Committees.

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