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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 meetings 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, to grant the Association access to designated locations for the transaction of Association business with employees on non-duty time as provided in Section C. With regard to Child Development Centers the request shall be directed to the appropriate Program Coordinator; with regard to the Head Start Program requests shall be directed to the appropriate Education Specialist. Upon receiving such a request, the manager shall, after verifying there would be no conflict created in the use of the facility on the date and time requested, provide approval of the request.
 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 centers.
 - 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
 10 responsible for the instruction and/or supervision of students or other
 11 assigned duties, will have reasonable use of a school telephone for local calls
 12 involving representation matters. The conduct of Association business will
 13 not interfere 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.
 18

19 B. **ASSOCIATION COMMUNICATIONS:**
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21 1. **Bulletin Boards.** If bulletin boards are available at Child Development Centers and
 22 Head Start Program sites, the District authorizes the Association to use without
 23 charge one board. The designated area will be designated for employee association
 24 information. The location of such bulletin board, designation of space, and resolution
 25 of disputes about use of space shall be determined by the appropriate Program
 26 Coordinator at all Child Development Center sites and by the appropriate Education
 27 Specialist at Head Start Program locations. The Association agrees monthly to
 28 remove out-of-date materials.
 29

30 2. **Restrictions.** Any literature distributed or posted by the Association must meet
 31 professional and ethical standards, be dated, identify the person(s) and/or
 32 organization responsible for its promulgation, and conform to election/campaign
 33 laws then in effect.
 34

35 3. **Faculty/Staff Mailboxes.** The District authorizes the Association to use faculty/staff
 36 mailboxes and email subject to Appendix G. Distribution of communications shall
 37 be by employees on non-duty time or by non-site representatives of the Association.
 38

39 C. **ASSOCIATION BUSINESS.** The Association agrees that its authorized staff and building
 40 representatives shall not conduct Association business with employees during regular
 41 working hours. It is agreed that non-duty times are as follows: before and after the scheduled
 42 workday of each employee, the nutrition break, and the duty-free lunch period. Under no
 43 circumstances shall any representative or unit member interrupt or interfere in any way with
 44 normal work. Any exceptions must be approved by the Director of Child Development
 45 Centers or the Director of Head Start Programs, as appropriate.
 46

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

- 2
- 3 1. The Association will exclusively receive released time from duties for its
- 4 representatives to meet and negotiate with District representatives.
- 5
- 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 names
- 11 of the employees who are authorized to represent the Association in negotiations.
- 12
- 13 4. Released time shall be arranged with the appropriate Child Development Center
- 14 Program Coordinator or Head Start Program Education Specialist at least twenty-
- 15 four (24) hours prior to release from duties.
- 16

17 E. **ORGANIZATIONAL SECURITY:**

- 18
- 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 pay
- 28 periods.
- 29
- 30 2. **Remittance of Dues.** With respect to all sums deducted by the District, whether 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 or in the
- 34 Association, and indicating any changes in personnel from the list previously
- 35 furnished.
- 36
- 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.
- 44

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.
4

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 publication shall be made available to the Association.
10

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.
15

16 **G. NEW UNIT MEMBER INFORMATION**

17 Except for unit members who have submitted written request pursuant to Government Code
18 section 6254.3(c) prohibiting the disclosure of their home address, home telephone number,
19 personal cellular telephone number, personal email address, or date of birth, the District shall
20 provide TALB with the unit member information on the new teach hires.
21

22 The unit member information will be provided to TALB electronically via a mutually
23 agreeable secure FTP site or service, at TALB’s expense, within thirty (30) days from the
24 date of hire. This contact information shall include the following items, if they are included
25 in the District’s records, with each field in its own column:
26

- 27 i. First name;
- 28 ii. Middle initial;
- 29 iii. Last name;
- 30 iv. Suffix (e.g. Jr., III);
- 31 v. Job title;
- 32 vi. Department;
- 33 vii. Primary worksite name;
- 34 viii. Work telephone number;
- 35 ix. Work telephone extension;
- 36 x. Work Email
 - 37 a. These email address cannot be shared with any outside organization
 - 38 including California Teachers Association (CTA).
 - 39 b. These email addresses are provided solely to allow TALB to
 - 40 communicate with a bargaining unit member in the event TALB is unable
 - 41 to reach them in representation matters including Discipline meetings,
 - 42 layoffs, etc., and therefore may not be used to communicate for any other
 - 43 reason including but not limited to non-representational union matters,
 - 44 promotions, organizing efforts, etc.;
- 45 xi. Home street address (incl. apartment #);
- 46 xii. City;

- 1 xiii. State;
- 2 xiv. ZIP Code (5 or 9 digits);
- 3 xv. Home telephone number (10 digits);
- 4 xvi. Personal cellular telephone number (10 digits);
- 5 xvii. Personal email address of the employee;
- 6 xviii. Hire date

7
8 Periodic Update of Contact Information: Subject to prohibitions of disclosure outlined
9 above, the District shall provide TALB with a list of all bargaining unit member’s names and
10 contact information on the last working day of September, January, and May of each school
11 year. The information will be provided to TALB electronically via a mutually agreeable
12 secure FTP site or service at TALB’s expense.

13
14 TALB agrees to provide Employee Relations Services with the names of designate site
15 representatives and to update the list as changes occur. The District agrees to provide the
16 Association public documents distributed to school board members and the press in
17 preparation for meetings of the Board of Education.

18
19 **H. NEW TEACHER ORIENTATION**

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- 21 a) “New employee orientation” means the onboarding process of a newly hired public
22 employee.
- 23
- 24 b) District Scheduled New Teacher Group Orientation: In the event of a District
25 scheduled new Teacher group orientation, the District shall provide TALB with ten
26 (10) days’ notice in advance of an orientation, except that a shorter notice may be
27 provide for extenuating circumstances. At the closing of the scheduled orientation,
28 TALB shall have an opportunity for TALB representatives to meet not less than sixty
29 (60) minutes with new teachers who voluntarily opt to stay during non-duty time.
30 TALB shall provide the District with the contact information (email and cell phone
31 number) of the designated TALB representatives.

32
33 **I. LEAVE OF ABSENCE FOR ASSOCIATION PRESIDENT.** Upon annual written
34 application, the Association president shall be granted a full-time leave of absence to conduct
35 Association business. Following the District’s payments to the employee for such leave of
36 absence, the District shall be reimbursed by the employee organization of which the
37 employee is an elected officer for all compensation paid and for all sick leave granted to the
38 employee because of such leave. Reimbursement by the employee organization shall be
39 made within ten (10) days after its receipt of the District's certification of compensation and
40 sick leave.

41
42 Upon return from leave to conduct Association business, the Association president shall be
43 assigned to his/her previous classroom position at the site assigned prior to the
44 commencement of the leave.

1 J. **ASSOCIATION LEAVE:**

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- 3 1. The District will grant to the bargaining unit as a whole a total of two hundred fifty
- 4 (250) days per fiscal year (July 1-June 30) of released time for unit members to attend
- 5 workshops, conferences, or other activities sponsored by the Association as identified
- 6 by H.a and H.b. Whenever possible, association leave for Head Start teachers will
- 7 be requested on Friday. The TALB president or his/her designee shall submit in
- 8 writing the information and the names of unit members who are authorized to use the
- 9 association leave days to Employee Relations Services prior to an employee's
- 10 application for the released time. Written application for approval for such released
- 11 time must be submitted by the employee on the appropriate District form to the site
- 12 manager at least five (5) working days prior to the anticipated absence.
- 13
- 14 2. The District will grant to each member of the TALB Board of Directors released time
- 15 per fiscal year to allow all members to participate in regularly scheduled meetings of
- 16 the Board of Directors. The TALB president or his/her designee shall provide to
- 17 Employee Relations Services the names of members of the Board of Directors and
- 18 the schedule of meeting dates.

19

20 The Association agrees to reimburse the District for any substitute pay expended in

21 relation to Section 1. and 2. above.

22

23 K. **EMPLOYEE PARTICIPATION IN ASSOCIATION MEETINGS.** Upon at least

24 twenty-four (24) hours advance notice, with the approval of the appropriate CDC/Head Start

25 manager and with substitutes available, a maximum of four (4) unit members acting as

26 designated Association representatives normally may have their work schedules adjusted so

27 as to allow attendance at Association meetings on non-paid time. No unit member may

28 exercise this option more than one (1) day per month. Additional days may be approved

29 upon special written request to the CDC/Head Start program manager.

30

31 L. The District agrees to make reasonable effort to provide the Association with the opportunity

32 to review newly developed and/or revised forms related to the implementation of this

33 contract.

34

35 M. The District agrees to make reasonable effort to provide the Association with a copy of

36 notices to CDC/Head Start employees which relate to the negotiated agreement and which

37 require the authorization of the Superintendent, the Deputy Superintendent, Chief Business

38 and Financial Officer or the Director of Child Development Centers, or Head Start Director.

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