

DISTRICT COUNTER PROPOSAL 4.1.22 10:17AM

ARTICLE 3--UNION RIGHTS

3 Printing Agreement

3.1 The District and the Union agree to have this Agreement printed after **within 90 calendar days of** it has been **ratificated** by both parties.

3.1.2 The cost of printing shall be borne equally by the Union and the District **Printing shall take place in house or by a Union shop. The cover of the Agreement shall be determined by Chapter leadership.**

3.1.3 The Union shall be responsible for providing copies of the Agreement to all present and new **non-probationary** employees in the bargaining unit.

~~3.1.4 The District shall provide SCUSD administrators with access to the collective bargaining agreement (CBA) via the District website. Hard copies will be available to the administrators upon request **from the HR supply.**~~

3.2 Union Stewards

3.2.1 The Union will be permitted to maintain Union stewards for the following purposes:

3.2.1.1 To advise employees concerning the grievance procedure.

3.2.1.2 To advise employees and confer with District management concerning the application of this Agreement.

3.3 Steward Presence

3.3.1 The site Union steward may be present at all levels of the grievance procedure when requested by the aggrieved employee.

If the site Union steward is not available, or the Union steward is the aggrieved employee, **or at the discretion of the Chapter President or Vice President,** the chief steward may be requested by the aggrieved employee to be present. The time shall be mutually agreed upon by the site administrator affected.

In addition, the **Chapter leadership or** chief steward may be present at Level II or higher when requested by the aggrieved employee. The time shall be mutually agreed upon by the site administrator affected. ~~**The District shall make the Chapter leadership aware in writing every occasion a grievance reaches **when a Level II meeting is scheduled.****~~

3.3.2 The site Union steward shall have the right during regular working hours to a reasonable amount of released time, mutually agreed to by the immediate supervisor to investigate complaints and grievances and to be present at all levels of the grievance procedure without loss of pay.

3.4 Number of Stewards

3.4.1 ~~No shop steward may be selected to represent a site or department which is not the site or department to which he/she is assigned.~~

3.4.2 The Union shall select shop stewards for the following sites or departments as indicated below:

3.4.2.1 Each school in the District **shall have a minimum of 1 and up to 4 stewards at the discretion of Chapter leadership.** (±)

3.4.2.2 ~~At Each of the following~~ worksites ~~other than a school mutually agreed to by the Union and the District;~~ at present **least:**

Central Warehouse	1
District Office	5
Each Children's' Center	1
Each Preschool	1
Each Adult Education Center	1
Transportation	25
Buildings and Grounds	2
<u>Nutrition Services</u>	<u>5</u>
<u>Operations</u>	<u>4-5</u>
<u>Print Shop</u>	<u>1</u>
<u>Textbook Services</u>	<u>1</u>

3.4.2.3 ~~The parties may mutually agree to stewards at Aany~~ additional site or school mutually agreed to by the Union and the District during the life of this Agreement. **The Union shall have a minimum of one steward assigned to all sites where at least one bargaining unit employee works.**

3.4.2.4 ~~There shall be One~~ (1) shop steward for each school or department which has a swing and/or graveyard shift. **Swing/graveyard shift stewards shall be in addition to all other stewards listed in this article and work swing or graveyard shifts.**

3.4.3 One (1) alternate steward shall be selected for each of the above-mentioned locations or shifts. ~~Alternate stewards shall have no authority if the shop steward is present and available.~~ **Stewards not located at a site may assist the shop steward or members as needed. In addition to the steward assigned to each site, an alternate may be assigned; however, members must first consult the stewards at their site or department.**

3.4.4 The Union shall select chief stewards as follows:

3.4.4.1 Aides-Paraprofessional Unit

Two (2) chief stewards day shift

3.4.4.2 Operations-Support Services Unit

One (1) chief steward for Transportation
One (1) chief steward for Operations
One (1) chief steward for Food Services
One (1) chief steward for Maintenance

Three (3) at-large chief stewards days shift

3.4.4.3 Office-Technical Unit

Two (2) chief stewards day shift.

3.4.4.4 Split Location Assignments:

In the event a ~~site Union steward and alternate site Union steward is unavailable due to a vacancy, absence or illness~~, a site Union steward may be designated as having a split location assignment that includes the site ~~at which there is a vacancy, absence or illness~~ **where no union steward is available**. All reasonable attempts should be made to designate the site Union steward with the closest geographical proximity to the site at which there is a vacancy, absence or illness as having the split location assignment.

When a site Union steward has been designated as having a split location assignment he/she shall have the right to visit the alternate site at reasonable times for the purposes specified in section 3.2 and 3.3 upon securing permission of his/her principal, department supervisor or designee. Such permission shall not be unreasonably withheld.

3.4.5 Union Representatives Release Time Bank

The District shall provide a release time bank to the Union of two hundred and eighty (280) hours per fiscal year whose purpose shall be to provide Union representatives with paid release time. The Union agrees to make every good faith effort to keep their release requests at or under the two hundred and eighty (280) hour cap. Requests for use of the release time bank must be submitted in writing to the appropriate Human Resources administrator, Associate Superintendent for Human Resources or designee, for approval at least forty-eight (48) hours prior to its use. Release time may be taken in increments of one (1) hour or more. The District shall periodically provide an accounting of the release time hours remaining in the bank. **The District shall may approve at least one (1) hour each month of release time for steward training consistent with this section. provided that time exists in the release bank.**

The term “representative” as used herein shall mean a unit member designated in writing by the Union to represent unit members on matters which bear a direct relationship to the effective and efficient representation of unit employees and which is otherwise necessary to the collective bargaining process.

3.5 **Union Staff Access**

3.5.1 Union staff representatives shall be granted access to District premises for the purpose of administration of this Agreement and for conduct of appropriate Union business under the following conditions:

3.5.1.1 The Union staff representative shall give the principal or department head or designee twenty-four (24) hours advance notice of his/her intended visit.

- 3.5.1.2 The principal or department head or designee shall be notified immediately upon the arrival of the Union staff representative and prior to the conduct of Union business.
- 3.5.1.3 Visits to employees or employee groups for the purpose of conducting appropriate and official Union business shall be confined to non-working time. Non-working time is the time before and after the assigned hours of work, lunch periods and designated rest breaks.
- 3.5.1.4 Visits to employees for the purpose of processing grievances may be made during working time by prearrangement with the principal or department head.
- 3.5.1.5 The Union shall be allowed reasonable use of intra-District mail service. The Union agrees to indemnify and hold the District harmless from any fines, costs, and expenses incurred by the District in defense of U.S. Code Section 1694.
- 3.5.1.6 The **District shall provide the** Union ~~will be provided access to employee~~ **with** bulletin boards at each school, **department, child center** and administrative site. **Each of these bulletin boards shall be used exclusively by SEIU Local 1021 and be easily accessible to members of the unit.**
- 3.5.1.7 The District agrees to make space available for the purpose of holding a reasonable number of Union meetings. Such meetings will be held during off-duty work hours. The Union shall provide adequate notice in advance and shall comply with District regulations on the use of such facilities.
- 3.5.1.8 The District agrees to assign a mailbox for the shop steward at each worksite.
- 3.5.1.9 New Employee Orientation Meetings
- a. “Newly hired employee” or “new hire” means any classified employee, ~~whether permanent, full time, part time,~~ hired by the District into a **the SEIU** bargaining unit ~~position, and who is still employed as of the date of the new employee orientation.~~ It also includes all employees who are or have been previously employed by the District, **regardless of whether previously represented by SEIU or another unit,** and whose current position has placed them in the bargaining unit represented by SEIU. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s status changed such that the employee was placed in the SEIU unit.
 - b. The District agrees that each newly hired employee shall participate in a mandatory new employee orientation, as small as one individual, prior to or within the first ten (10) calendar days from date of hire without loss in compensation.
 - c. Each newly hired employee, as part of her or his on-boarding, shall attend a mandatory session, conducted by the Union without loss in compensation.

- d. If, for any reason, a newly hired employee is unable to attend their scheduled new employee orientation, a make-up orientation shall be scheduled with a mandatory session, conducted by the Union. The parties agree the ten (10) day notice provision for new employee orientation in AB 119 is waived. The District shall provide notice referenced in 3.5.1.154.
- e. Union designee(s), including, but not limited to, Union representative, officers, stewards, and members, shall conduct the sessions covered under this agreement.
- f. The new employee orientation session shall be held at the District Office or virtually. If the District's new employee orientation takes place virtually, the Union shall have at least thirty (30) minutes during the orientation (virtually or in person) to provide its new employee orientation. The District shall comply with the requirements of AB 119. New employee orientation may only be held virtually if the CDPH or similar authority imposes such a requirement. In any forum, virtual or in person, the new employee orientation shall be offered within the first thirty days of employment, completed prior to first day of work. The District shall allow the Union these 30 minutes during the first half of the orientation. The District shall not place the Union's thirty minutes at the end of the new employee orientation.
- ~~g.~~ The District shall notify each newly hired employee at the time of on-boarding of the date and time of the Union orientation. The District shall also provide the Union with the names of the noticed new employees for each scheduled Union orientation prior to the orientation. The schedule for these orientations shall be established on a yearly basis and sent to the Union and made available on the District's website.

3.5.1.10 Release Time

The District shall grant Union designee(s) release time, including reasonable time for travel and set up, without loss in compensation to conduct any sessions, meetings, and trainings covered by this agreement.

3.5.1.11 Neutrality

The District representatives shall be absent from the room during any sessions, meetings, or trainings, conducted by the Union, with Newly Hired Employees.

3.5.1.12 Facility and Resource Access

The Union shall have a right to access and use the District's facilities and audio-visual equipment to conduct sessions and separate meeting with newly hired employees.

3.5.1.13 Employee Information

The District shall provide the Union designee(s) with electronic notification in malleable electronic format of the name, job title, department, work location, work, home and personal cellular telephone numbers, home address, and personal and work e-mail addresses of any newly hired employee within ten (10) calendar days of the date of hire.

3.5.1.14 Notice of Newly Hired Employee(s)

The District shall provide the Union with at least ten (10) days' notice of any new employee orientation meeting and send an electronic list of expected participant(s) at least forth-eight (48) hours in advance of the new employee orientation meeting, to include the name, job title, department, work location, work, home and personal cell telephone numbers, personal email addresses on file with the employer, and home address of newly hired employee(s). Additionally, the District shall provide this information to the Union for all bargaining unit employee(s) at least every ~~120~~ **30** days or when requested.

3.6 Released Time for Employees

3.6.1 The Union shall be allowed released time for up to sixteen (16) classified employees for the purpose of attending joint negotiating sessions which are mutually scheduled by the parties ~~dependent upon staff availability for continuing daily operations.~~ **Released time for negotiating sessions shall include Union caucuses in preparation for joint sessions.** When such employees attend negotiating sessions with the District and miss regularly scheduled working hours, the employee shall suffer no loss of pay. ~~Requests for leave shall be submitted to Human Resources no less than forty-eight (48) hours prior to the time of the requested release unless this time frame is waived by both parties due to extenuating circumstances.~~

3.6.1.1 Release time for negotiations or joint Union/management committee meetings shall be granted by authority of and notification from the superintendent's designee for employee relations to the affected school or office ~~dependent upon staff availability for continuing daily operations.~~ Members and alternates, if any, shall be named by the Union and reported to the superintendent's designee for employee relations prior to the granting of authorized release time for such alternates.

3.6.2 Union Convention Leave

The District agrees to release one (1) employee from each bargaining unit with loss of pay to attend an annual Union convention.

3.6.3 Union Business Leave

Upon request of the Union, the District shall grant reasonable business leaves of absence without loss of compensation or other benefits to a number of union representatives mutually agreed to by the parties, to not more than two Union officers or designees at one time for the purpose of serving as stewards or officers of the Union. Leave may be granted on a full-time, part-time, periodic, or intermittent basis. One FTE release time shall be assigned to the Chapter President or their designee to conduct Union activities. The Union shall fully reimburse the District for all costs of salary and benefits paid by the District to the employees during such release time consistent with Government Code 3558.8.

3.7 **Union Requests for Information**

3.7.1 ~~The District agrees to provide to the Union at least once per year a complete list of the names and mailing addresses of all classified employees within each bargaining unit.—The names of new employees within each bargaining unit shall be provided to the Union on a monthly basis. Costs for providing such lists will be reimbursed to the District by the Union.~~

3.7.2 The District shall make available, upon written request by the Union, any information necessary and relevant to the Exclusive Representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.

3.8 **Non-Discrimination**

3.8.1 No employee, supervisor or member of management shall unlawfully be discriminated against by the District or the Union because of his/her efforts in carrying out this Agreement or because of race, creed, color, national origin, sex, age, marital status, sexual orientation, physical handicap, Union activity or the lack thereof.

3.8.2 Neither the Union nor any other agent, representative or member shall intimidate or coerce any employee, supervisor or member of management.

3.8.3 The District agrees that there shall be no reprisal of any employee because of Union activity or the lack thereof.

3.8.4 No classified employee shall be subject to harassment, as defined below, or sexual harassment, as defined in District policy.

3.8.4.1 For purposes of Section 3.8.4, “harassment” means a knowing, persistent, deliberate and unwelcome visual, verbal, or physical course of conduct by a District employee in the work setting, which serves no legitimate purpose and has the purpose or the effect of unreasonably interfering with work performance, under one of the following conditions:

(a) Submission to the conduct is explicitly or implicitly made a term or condition of a member’s employment.

(b) Submission to, or rejection of, the conduct by the member is used as the basis of employment decisions affecting the member.

3.8.5 Supervisors and management shall conduct themselves in a professional manner in all relationships in the responsibilities delegated to them.

3.9 The parties have agreed to establish a problem solving/liaison committee comprised of SEIU members and District personnel. The charge of the committee shall be to develop a process for resolving the concerns and problems of the current contract administration and implementation. The committee shall not supplant the negotiation process.

3.9.1 The committee will meet at a time and date mutually agreed to by the parties at a location convenient to everyone. The parties are encouraged to exchange proposed agendas at least one week before the meeting. The committee members shall be:

1. ~~The Associate Superintendent, Human Resources~~
2. The Administrator **Director** of Employee Relations
3. Two (2) members designated by the Superintendent or designee
4. Four (4) bargaining unit members
5. One (1) nonvoting Union representative

3.9.2 Union members will be allowed reasonable release time to attend problem solving/liaison committee meetings.