

ARTICLE 4: ORGANIZATION RIGHTS

Workplace Civility

It is the intent of the District that its employees be treated with respect and treats other employees with respect in accordance with the Burbank Unified School District Board of Education's policy on respectful treatment of all persons (Board Policy 4119.21).

An employee claiming to be treated unfairly, disrespectful, or uncivil by a supervisor or other District administrator must first attempt informally to resolve the dispute by presenting the complaint orally to his/her immediate supervisor and discussing the complaint with the supervisor.

At meetings conducted under Board Policy 4119.21 and the District employee handbook, the employee is entitled to be accompanied and/or represented by a CSEA representative if the employee so chooses, and similarly, the supervisor and/or administrator is entitled to be accompanied and/or represented by another supervisor and/or administrator or District representative.

- 4.1 It is understood and agreed that CSEA shall have the right to conduct business, discussions and activities on school premises outside the work hours of bargaining unit members when the following conditions have been met:
 - A. CSEA shall submit a written request to the Superintendent (or designee) to obtain prior approval for the use of buildings and facilities during times which do not interrupt or interfere with District and school operations and employment duties of bargaining unit members or other District employees.
 - B. Payment, if requested by the District, of a reasonable fee for actual expenses related to the use of public utilities, security costs, clean up costs, unusual wear or damage to District facilities.
 - C. Meetings are voluntary.
- 4.2 It is understood and agreed that CSEA has the right to use the District's mail service, employee mailboxes and District Email for communication to bargaining unit members.
 - 4.2.1 All mailings by CSEA for distribution throughout the schools and departments of the District shall begin with placement of such materials in the school or department mailboxes located at the Central Office.
 - 4.2.2 A copy of such mailings shall be delivered to the Office of the Superintendent prior to such distribution. The mailings shall then be distributed via the District's mail truck.
 - 4.2.3 Mailings pursuant to this Article shall not defame, or ridicule the Board of Education, its members, the District or District personnel.
- 4.3 It is understood and agreed that CSEA has the right to use the classified employee organization bulletin boards located in each school building and District

department to post notices of activities and matters of concern to bargaining unit members.

4.3.1 A copy of all postings shall be delivered to the Office of the Superintendent of Schools prior to posting.

4.3.2 CSEA shall not post or cause to be posted any material that is derogatory or defamatory of the Board, its members, the District or its personnel.

4.4 CSEA shall have the right to address the Board of Education at any regular meeting. CSEA shall have the right to agendize a matter for a regular meeting of the Board of Education provided that not less than eight (8) days prior to the date of such Board meeting, the matters to be brought before the Board have been revealed and explained to the Superintendent or his designated representative, so they may be properly placed on the Board agenda.

4.5 The District agrees to furnish CSEA with a copy of the Board agenda for each regular and special School Board meeting (except for meetings called under Government Code Section 3549.1).

4.5.1 The District agrees to furnish CSEA with copies of the supporting data at the same time, or as soon thereafter as reasonably possible, as the Members of the Board of Education.

4.6 It is further understood and agreed that CSEA shall have the right to receive reasonable periods of release time when meeting and negotiating and for the processing of grievances. Two unit members shall be granted reasonable release time for the purposes of operating the voting polls for ratification of agreements. The Head of Human Resources shall be notified of the amount of release time required prior to the day the polls are to be operated.

4.6.1 Officially designated delegates to the Association's annual conference, based on one (1) delegate for each one hundred members or major portion thereof, shall be given release time without loss of pay, up to a maximum of five days, to attend the conference. Delegates elected by the Association who are not scheduled to work during the dates of the Annual Conference shall not be eligible for any reimbursement from the District. The Association shall supply the names of the delegates and dates of attendance to the Superintendent or his designee not less than 10 working days prior to the beginning of the conference. The District will not provide substitute coverage for association members annual conference release time, except in cases where coverage is absolutely necessary for safety or program reason.

4.6.2 With the prior approval of the Head of Human Resources or designee, the Association, shall be afforded reasonable release time to meet and confer with management personnel during work hours for the purpose of discussing and resolving concerns of bargaining unit members and when serving as a committee member at district committee meetings.

4.6.3 The District agrees that CSEA members whose regularly assigned work schedules would prohibit attendance at regular monthly CSEA Chapter 674 meetings, may receive release time for the actual attendance at the regular monthly meeting, travel time to and from work-site, for maximum

of one hour forty-five minutes (1 hour 45 minutes) with prior approval of the immediate supervisor. Only two employees per site shall be given

such release time. The amount of release time given will be worked by the employee at a time mutually agreed to with the immediate supervisor.

- 4.6.4 The District agrees that CSEA Chapter President and CSEA Vice President, or designee, shall be given up to 40 hours collectively of release time per school year without loss of pay to meet and confer with their CSEA Labor Representative during work hours for the purpose of discussing and resolving concerns of bargaining unit members and for the purpose of negotiations preparation. The President of the Association may request the Superintendent or designee to consider granting additional release time should unusual circumstances arise.

4.7 The District shall provide CSEA notice of any newly hired employee, within ten (10) days of date of hire, via an electronic mail. Please include the following information: full legal name, date of hire, classification, and site.

4.7.1 “Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the District, 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 and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

4.7.2 Except for employees who have submitted written requests pursuant to Government Code section 6254.3(c) prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, personal email address, or birth date, the District shall provide CSEA with contact information on the new hires. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the Districts records, with each field in its own column:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g. Jr., III)
- e. Job Title;

- f. Department;
- g. Primary worksite name;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street address (incl. apartment #)
- k. City
- l. State
- m. ZIP Code (5 or 9 digits)
- n. Home telephone number (10 digits);
- o. Personal cellular telephone number (10 digits);
- p. Personal email address of the employee;
- q. Last four numbers of the social security number;
- r. Birth date;
- s. Hire date.
- t. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);

This information shall be provided to CSEA regardless of whether the newly hired employee was previously employed by the District. In the event no one is hired in any particular month, the District shall send an e-mail to CSEA confirming they did not hire any new staff that month.

- 4.7.3 Periodic Update of Contact Information: The District shall provide CSEA with a list of all bargaining unit members’ names and contact information on the last working day of September, January, and May. The information will be provided to CSEA electronically via a mutually agreeable secure FTP site or service.

4.7.4 NEW EMPLOYEE ORIENTATION

- A. “New employee orientation” means the onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. The orientation shall be held on District property during the workday of the employee(s) who shall be on paid time. During CSEA’s orientation session, no District manager or supervisor or non-unit employee shall be available.
- B. District Scheduled New Employee Group Orientations: The District shall provide CSEA mandatory access to its new employee orientations. CSEA shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. During these scheduled orientations, CSEA shall have thirty (30) minutes of paid release time for one CSEA

representative to conduct the orientation session. The CSEA Labor Relations Representative may also attend the orientation session. CSEA shall provide the District with the contact information (email and cell phone number) of the designated CSEA representatives.

- C. In the event the District conducts a group orientation, CSEA shall have one (1) hour of paid release time for two (2) CSEA representatives, including the Chapter President or designee, to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.
- D. Individual Orientations: In the event the District conducts one-on-one orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to conduct the orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation session.

4.7.5 The District shall include the CSEA membership application and/or a CSEA provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution.

4.7.6 In the event the district does not conduct an orientation, CSEA shall have thirty (30) minutes, one –time per month of paid release time to conduct the orientation to new CSEA bargaining unit members, except when no new members have been hired.

4.7.7 VIOLATIONS OF AGREEMENT

Any alleged violation, misinterpretation, or misapplication of the terms of this Article shall be subject to the grievance and arbitration provisions of Article 17 in the current classified Collective Bargaining agreement, except only CSEA has the ability to grieve this section.

4.8 The District and CSEA mutually recognize the need and mutually affirm the right of CSEA to designate Job Representatives from among employees in the bargaining unit. CSEA affirms that in appointing such representatives it does so for the purpose of promoting an effective relationship between the District and bargaining unit members by effectively representing CSEA and its bargaining unit members to assist in the resolution of problems and difficulties.

- 4.9 It is mutually agreed and understood that all matters not specifically enumerated in Section 3543.2 of the California Government Code and not dealt with in this Agreement are reserved to the public employer and may not be a subject of meeting and negotiations except by mutual agreement, provided, however, that nothing contained in this Agreement may be construed as limiting the right of the District to consult with CSEA representatives on any matter outside the scope of representation.
- 4.10 After this Agreement or any Amendment to this Agreement becomes effective, the District shall provide without charge a copy of this Agreement and any Amendments hereto to every employee in the bargaining unit within 90 calendar days of when the Association has submitted their final page proofs to the District. Any employee who subsequently becomes a bargaining unit member shall be provided by the District, without charge, a copy of the Agreement and any Amendments.
- 4.10.1 The District shall place this Agreement and any Amendment to this Agreement on the District's web site.
- 4.10.2 The District shall provide a copy of this Agreement and any Amendment to this Agreement to each work site within the District and to all supervisors and/or managers who have responsibility in any way for bargaining unit members.
- 4.10.3 The District shall also provide four (4) copies of this Agreement or Amendment to this Agreement to the CSEA Labor Relations Representative