

Agreement

Whittier City School District

and the

Whittier Elementary Teacher Association

January 23, 2019

ARTICLE III: ASSOCIATION RIGHTS

- A. The Association may represent unit members in their employer- employee relations.
- B. Subject to reasonable regulation, the Association shall have the right to use school bulletin boards, mailboxes, District email and the District mail service, as well as the right to use school building facilities at reasonable times for the purpose of carrying out Association duties as exclusive representation agent.
- C. Each month during the school year, the District shall deliver to the Association president the following information in *digital Excel format* for all bargaining unit members:
 - 1. Name
 - 2. Home Address
 - 3. Phone Number
 - 4. School Site
 - 5. Date of Hire
 - 6. Full time Equivalent (FTE) status
 - 7. Employment Status (i.e., Probationary, Permanent, Temporary, etc.)
 - 8. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or College Internship, etc.)
- D. Unit members may be granted a paid leave of absence to attend State, local or national conferences, upon the joint recommendation of the Superintendent and the Association.

E. Association President Release Time

1. The President of the Association shall be provided release time from duty without loss of salary for attendance, when invited, at administrative cabinet meetings.
2. Upon appropriate notification, the President of the Association or designee shall be provided with forty (40) days of release time each year providing that the leave is used for activities related to the duties of the exclusive representative. The District shall pay for the first five days of release time. The Association shall reimburse the District for the cost of the substitute from the sixth through the fortieth day.

F. The grievant, witnesses, and one member of the Association Grievance Processing Committee shall be granted release time when necessary to attend a grievance hearing. Whenever possible, hearings will be held after school.

G. Organizational Security

1. The Association shall notify the District of new bargaining unit members who have elected to have dues deducted from their paychecks and shall identify the dues to be deducted from each member. The Association shall also notify the District when a bargaining unit member should no longer have dues deducted. The District shall enact dues deduction changes on the pay period following notification. Pursuant to such authorization the District shall deduct one-tenth of such dues from the regular salary check of the unit member each month for ten (10) months. Deductions for unit members 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. Such authorization shall continue in effect from year to year unless notified in writing and submitted by the Association.
2. With respect to all sums deducted by the District pursuant to Article III, Item G, for membership dues the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for whom such deductions have been made, categorizing them as to membership or non-membership in the Association, and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for such deductions.
3. The Association agrees to furnish any information needed by the District to fulfill the provisions of this Article.
4. a. The Association agrees to defend, indemnify and hold harmless the District against legal action by any unit member challenging the legality of this Article or its implementation.

- b. The District, immediately upon receipt of notice of such legal action against it, the Association, or both of them, shall inform the Association of such action, provide the Association with information and pertinent documents necessary for the Association's defense or settlement of such action and cooperate with the Association in its defense of such action.
- c. The Association, upon a compromise or settlement of such action, shall immediately pay to the parties to such action all sums due under such settlement or compromise.
- d. The Association, upon final order and judgment of a court of competent jurisdiction awarding damages to any party (ies) in such action, shall immediately pay to such party (ies) all sums owing under such order and judgment.

H. Consultation Rights

- 1. The District will consult with the Association and review all programs and/or grant requirements that have an impact on the unit member's working conditions prior to submission of an application. Any impact on unit members' working conditions shall be negotiated prior to implementation as deemed appropriate. The District reserves the right to submit a grant application if the deadline necessitates it.
- 2. A list of members of District Committees on which teachers are serving will be provided to the Association in a timely manner. The Association shall designate one member of the committee to act as a liaison between the Committee and the Executive Board of the Association. In the event that there is no member of the committee to act as a liaison, the Association and District will agree upon an additional member to represent WETA.

I. New Bargaining Unit Member Orientation

Each time a person is newly employed in a position in the bargaining unit, the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters. The District shall pay the hourly rate for any new bargaining unit member attending the New Membership Orientation if the orientation takes place outside the contract year.

1. Scheduling of Orientation

The District shall provide written notice of the date, time and location of all bargaining unit member orientations/onboarding meetings, by certified or electronic mail, to the Association president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s). During onboarding meetings, the Association will provide District with information to be included with all onboarding materials. The District shall forward any and all Association forms to the Association within seven (7) days upon receipt.

2. Association Time Provided

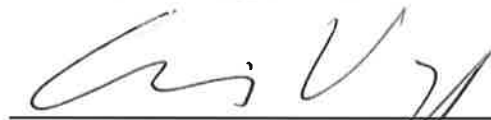
- a. The Association shall be provided no less than sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the annual New Employee Orientation meeting. Such time will not be scheduled at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration will excuse themselves during Association time.
- b. The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA staff to the Association portion of new bargaining unit member orientations/onboarding meetings and will have access to District audio visual equipment for Association presentations.



Dr. Maria Martinez-Poulin, Superintendent

1/23/2020

Date



Alejandro Vogel, WETA Negotiations Chair

1-23-2020

Date