

**Tentative Agreement
Between California School Employee Associations and its Chapters 258, 471 and 731
And Sweetwater Union High School District**

May 3, 2021

ARTICLE 4

CSEA RIGHTS

4.1 Right of Access:

- A. CSEA shall have the right to reasonable use of buildings and facilities without charge and when not otherwise in use, subject to conditions governing Civic Center usage.
- B. CSEA staff and chapter representatives shall be granted access at reasonable times and to reasonable areas as designed by the District, upon notice to the site administrator, where employees are employed, when such visits are necessitated by matters concerning the administration of this Agreement including the processing of grievances. Such visits shall have no adverse impact upon the operation of the school District. Normally, such visits shall be scheduled only during the bargaining unit members' duty free lunch period or non-duty hours.

4.2 Bulletin Boards:

CSEA shall have the right to use at least one (1) institutional bulletin board at each site where bargaining unit member's work. CSEA shall be entitled to use the designated employee bulletin boards for official communications directed to the bargaining unit members. To qualify as an official communication, the material must be endorsed by showing the name of an authorized CSEA representative. CSEA shall be responsible for the content of all its information posted on school bulletin boards.

4.3 Daily Bulletin:

Space shall be provided in the staff information portion of official school bulletins for brief announcements of meetings of CSEA. Such announcements shall be limited to necessary factual data—time, date, place, and a brief statement of purpose, which shall not be related to any activity described in Article 26, Concerted Activities.

4.4 School Mail and School Mailboxes:

- A. CSEA representatives may use the District mail and District E-mail service for communication to its unit members. Such use shall not interfere with the efficient operation of the District. CSEA shall be responsible for the content of all information sent in the District mail. A courtesy copy of non-confidential generally distributed items will be given to Labor Relations at the approximate time of distribution.
- B. A CSEA representative is authorized to place materials in unit members' school mailboxes or send to their district email address. Any communication placed in mailboxes or district email shall give the name of CSEA and an officer or representative of CSEA.
- C. It is the responsibility of CSEA to distribute CSEA materials within each school and/or at the District Administration Center either by placing the materials in individual mailboxes, the interschool mail service, or by personal delivery.

4.5 CSEA Meetings:

CSEA meetings called at any school are open only to members of CSEA, members of the bargaining unit, and/or invited guests of the chapter.

4.6 CSEA shall be provided any public information reasonably required and requested by the chapter president or his/her designee or State CSEA such as class size, statistical reports, budgetary information, and other information which is pertinent to the bargaining unit members or the administration of this Agreement.

4.7 ~~Upon request by the chapter president or his/her designee or the State CSEA, names, addresses, telephone numbers, number of hours, classification, rate of pay, and work site of all unit members (who voluntarily provide such information to the District) shall be provided without cost to CSEA and its members as soon as possible after the information is available to the District. Such information may be requested no more than once each quarter.~~ **By the first pay period of the month following hire, the District shall provide CSEA with the hire date, full legal name, full address, birthdate, last four number of Social Security Number, job title, site/department, work location, work, home and personal telephone numbers, personal email addresses on file with the employer, employee ID number, and CalPERS status of all newly hired bargaining unit employees.**

4.8 **Upon request by the chapter president or his/her designee or the State CSEA, the District shall provide CSEA with the full legal name, full address, birthdate, last**

four number of Social Security Number, job title, site/department, work location, work, home and personal telephone numbers, personal email addresses on file with the employer, employee ID number, and CalPERS status of all unit members (who voluntarily provide such information to the District) shall be provided without cost to CSEA and its members as soon as possible after the information is available to the District. Such information may be requested no more than once each quarter. **This information shall be provided to CSEA electronically in Excel format, via a mutually agreeable secure FTP site or service.**

4.9 **The District will include the CSEA membership application in any employee orientation packet of district materials provided to any newly hired employees. CSEA shall provide the membership materials and membership applications to the District for inclusion.**

4.8 **10** When a seniority list is completed by the District, CSEA will be provided a copy of it within a reasonable period of time.

4.9 **11** Distribution of Contract:

If practicable, within forty-five (45) duty days after the execution of this Agreement, the District shall print or duplicate and provide without charge a copy of this Agreement to every employee in the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this Agreement shall be provided with a copy of this Agreement by the District without charge.

4.10 **12** A CSEA representative, without loss of pay, shall participate in the District sponsored **group** orientation sessions **held at least quarterly** for ~~groups of~~ new employees. **The CSEA Labor Relations Representative may also participate in the orientation session.** The CSEA chapter president will be notified at least ~~three (3)~~ **ten (10)** duty days in advance of the orientation session, **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.**

4.11 **13** Properly authorized and designated site representatives and job stewards shall be recognized by the site administrator as the representative(s) of the CSEA at the facility. A reasonable number of unit representatives shall have the right to receive reasonable periods of released time without loss of compensation for meeting and negotiating. A reasonable number of job stewards, shall have the right to reasonable release time for the

investigation and processing of grievances in accordance with the Educational Employment Relations Act (EERA). A job steward shall be permitted to leave his/her normal work area for a reasonable amount of time after notifying the supervisor if there is no adverse impact on departmental or building operations. The method of selection of CSEA representatives (including, but not limited to, site representatives, job stewards, and committee members) is solely the responsibility of the CSEA. A list of officers of the bargaining unit and job stewards will be provided to the Division of Human Resources.

4.12 ~~14~~ 14 Release Time for CSEA Activities:

CSEA shall have the right to receive up to a total of fifteen (15) days release time with pay per school year for bargaining unit members to attend local, state, and national conferences and workshops. Such days shall not be granted if such activities involve concerned activities in this District or any other District or activity. Such days may be granted when the following conditions have been met:

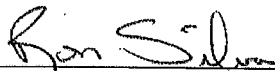
- A. CSEA notifies the Director of Labor Relations at least three (3) weeks in advance of such leave; however, this requirement may be waived by the Director of Labor Relations or his/her designee in special situations. Except for unusual circumstances as determined by the District, the request shall be granted by the Director of Labor Relations or his/her designee. Such release time shall be taken in increments of one (1) day per specified unit member released. CSEA may authorize additional release time for a total of fifteen (15) days per school year at CSEA expense (CSEA shall pay the District for the cost of substitutes) for bargaining unit members to attend local, state, and national conferences and workshops under the limitations stated hereinabove. The District may waive the requirement of reimbursement for substitutes for conference.
- B. The District agrees to grant twenty-four (24) hours per month release time for the chapter president or his/her designee to conduct CSEA business at CSEA expense. If no substitute is required then CSEA shall not be billed for the release time. The chapter president will request the release time by filing the appropriate form with the Labor Relations Department. Except in the case of emergency, the release time will be requested twenty-four (24) hours in advance.
- C. Unused release time may be accumulated from one (1) month to the next. A maximum of forty (40) hours may be used during any given month.

4.13 ~~15~~ 15 The Director of Labor Relations or his/her designee agrees to meet with the CSEA president as needed to discuss issues affecting the bargaining unit members.

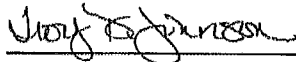
4.14 16 The CSEA president will be provided, without cost, a complete set of District Policies and Procedures, including Emergency and any other procedures which are normally sent to school and work sites. The CSEA president will receive updated revisions and changes to the District Policies and Procedures at the same time they are sent to school and work sites.

4.17 Only CSEA and its Chapter 258, 471 and 731 can grieve this Article.

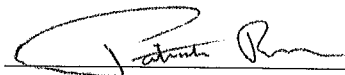
For the Association:



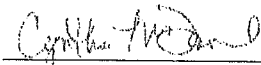
Ron Silva
CSEA President, Chapter 258



Troy Johnson
CSEA President, Chapter 471

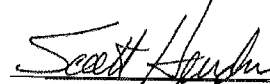


Patrick Brown
CSEA President, Chapter 731



Cynthia McDaniel
CSEA Labor Relations Representative

For the District:



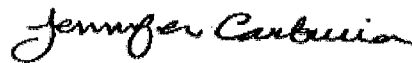
Scott Hendries
Director of Labor Relations



Anna Pedroza
Director of Human Resources



Jenny Salkeld
Chief Financial Officer



Jennifer Carbuccia
General Counsel