

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 ratified 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

- 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. _____
~~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. _____
at the end of the new employee orientation.

g. _____ The District shall notify each newly hired employee at the time of

_____ District shall also provide the Union with the names of the ~~not~~ Union with the names

3.5.1.12 Facility and Resource Access

3.6.3 Union Business Leave

(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