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ARTICLE 43

UNION RIGHTS

The Union being the exclusive representative for the purpose of meeting and negotiating shall fairly represent each and every employee in the Classified Bargaining Unit.

The District shall furnish the Union, upon request, information which is necessary, appropriate, and relevant for the Union to fulfill its responsibilities in connection with negotiations, grievance processing, and maintenance of the Collective Bargaining Agreement. Under normal circumstances, such information shall be provided within ~~three~~ ten (310) working calendar days following the request unless otherwise specified by mutual written agreement.

PRESIDENTIAL RELEASE TIME

The Union President shall be granted 100% release time from his/her regular duties in the District. The District will pay 100% of salary and fringe benefits, including other mandated costs, for release time of the Union President. Upon leaving the office of President, he/she shall be reinstated to his/her former position or, at his/her election, may apply for other positions in the District for which he/she is qualified.

Upon reinstatement, the District shall pay the President the same salary and fringe benefits he/she would otherwise have received without loss of seniority or other rights and benefits. It is agreed and understood that while serving in the capacity as President of the Union, the individual remains a Classified Bargaining Unit Member of the District. On those days that the Union President is on vacation, sick leave, jury duty, bereavement or conference leave, the USW Local 8599 shall be granted up to thirty-five (35) additional days of leave to maintain coverage for the Union President, as necessary. Presidential

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Coverage is defined narrowly as those times when the Classified Bargaining Unit Member has to step into the President's role to make decisions or act as the President, in relation to those items of business which pertain to the role of President of USW, Local 8599. Examples include signing documents on behalf of the Union in the place of the President, representations at certain meetings where the presence of either the President or Acting President of the Local is required, or specific instances where the President requests that the Classified Bargaining Unit Member step in his/her place to represent the Local as an Acting President. Normal union business the Classified Bargaining Unit Member needs to conduct on behalf of the President, but which are not limited to presidentially exclusive roles such as employee discipline meetings, grievance meetings, Reduction in Force meetings or Union release for other Union business such as conference or Union membership meetings shall not count as Presidential Coverage, but rather debited from those appropriate leave sections, unless the meeting is of such nature that it is strictly within the exclusive purview of the President of the Local. If the Union determines that it needs a Classified Bargaining Unit Member to be released from work to be available at the Union Hall to stand in for the President in his/her absence, then that will be deemed to be Presidential Coverage even if there are no specific duties delineated as such. The above is an illustrative list and by no means exhaustive nor comprehensive as to the situations which may come up. The Union and District agree to act in good faith in interpreting what constitutes Presidential Coverage.

Presidential Coverage must be requested in writing to the Superintendent or designee at least three (3) working days in advance, if possible. The Superintendent or designee shall not unreasonably deny such requests.

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UNION RELEASE TIME

The Union shall reimburse the District at the District-incurred substitute employee cost or at the Classified Bargaining Unit Member's daily rate of pay when no substitute is used for each day of leave requested. Any one individual Classified Bargaining Unit Member may use no more than ten (10) of the Presidential Coverage days during a school year.

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The Union shall be provided with an additional seventy (70) paid working days of release time each fiscal year to be utilized when conducting Union business with each representative using no more than twenty (20) working days of said paid Union leave within each fiscal year. For the purpose of determining the representative's maximum of twenty (20) working days of union release, a day is defined as the number of hours worked in the representative's contract position.

The Union shall reimburse the District at the District-incurred substitute employee cost for the first thirty-five (35) days, and the remaining thirty-five (35) days at the Classified Bargaining Unit Member's daily rate of pay, or possible overtime expenses, for each day of Union leave expended and not reimbursed by the California State Board of Control.

Upon written request to the Superintendent or designee, the Union shall receive an additional fifty (50) days of release time for the fiscal year for conducting Union business. The Union shall reimburse the District at the Classified Bargaining Unit Member's daily rate of pay, or possible overtime expenses, for each day expended under this paragraph.

The Union recognizes the obligation to keep appropriate records for the purpose of establishing the necessary documentation for reimbursement of the costs involved in

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this provision which are obtainable through application to the State Board of Control by the District.

#### UNION COMMUNICATION

Every effort will be made to inform Classified Bargaining Unit Members to direct communications to Union headquarters and not at the Union representative's work site or location. Exceptions to this provision may be considered appropriate when issues of employee health and safety or matters of urgency are involved.

#### NEW HIRE ORIENTATIONS

##### Definitions

"Newly hired employee" or "new hire" means any classified bargaining unit employee or hourly bargaining unit employee, newly hired by the District. It includes employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit. For those latter employees, for purposes of this New Hire Orientations agreement only, the "date of hire" is the date upon which the employee's status changed to place the employee in the USW unit.

New employee orientation is defined as an event, whether in person, online, or through other means, where new employees are welcomed, and learn about the organization and their union.

##### District Notice to USW

The District shall provide the USW President electronic notice of the orientation date, location, and time so that USW's representative can meet with the new employees upon the conclusion of the District's process.

The Union shall receive not less than ten (10) days' notice in advance of a new hire orientation unless there is an unforeseeable need requiring a shorter notice period.

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The District shall endeavor to maintain consistency in the scheduling of new employee orientations.

Orientations


In Collaboration with the Union, the District shall have the right to modify the orientation as needed. The Union shall be provided with up to thirty (30) minutes of time at new hire orientations for classified contract and hourly employees. The District shall pay hourly employees being hired as contract employees only for a period not to exceed 2.5 hours.


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DATED: 3/31/2021

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Joseph Bremgartner, Assoc Supt,  
People Services

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Mary Sandoval, Labor Rep.

  
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Tika Davé-Harris, Director, Classified  
People Services

  
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Dawn Dooley, President, USW Local  
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