

**Sacramento City Unified School District
Proposal to Sacramento City Teachers Association
Article 18, Organizational Rights
July 20, 2021 [District response to SCTA proposal of June 22, 2021]**

ARTICLE 18 - ORGANIZATIONAL RIGHTS

- 18.1 There shall be no reprisal of any member or leader because of organizational activity.
- 18.2 A full day of release time shall be provided ~~each member,~~ for up to eight (8) members of the bargaining team for negotiating sessions conducted during a required workday.
- 18.3 Members of the Association shall have access to members of the bargaining unit through:
- 18.3.1 Use of District electronic mail consistent with District policies and regulations and state law. ~~services unless such use is held illegal by a court or administrative body. SCTA agrees to indemnify and hold District harmless from any fines, costs, and expenses incurred by the District in defending U.S. Code Section 1694.~~
- 18.3.2 Allocation of reasonable bulletin Board space which is easily accessible to members of the unit.
- 18.3.3 Assignment of a designated Association mailbox located with those of members of the bargaining unit at each site, when available.
- 18.3.4 The right to schedule and conduct meetings on District property providing such meetings do not interfere with the educational program and occur at times other than during the instructional day. This does not preclude the Association's representatives from meeting with unit members during their off-duty hours for purposes of consultation.
- 18.3.5 Access to school facilities according to provisions of the Civic ~~Service Permit~~ Center Act.
- 18.4 The District shall make available, upon written request by the Association, any information necessary and relevant to the exclusive representative's duty to represent unit employees. Every effort will be made to deliver such materials as promptly as possible.
- 18.4.1 The District shall at all times provide the Association president with a copy of the minutes of each meeting of any District-level committee or task force to which Association representatives have been assigned, or of any issued administrative bulletin or memorandum which affects any member of the bargaining unit. The Association president shall receive said copy at the same time as it is initially distributed.
- 18.5 The Board will provide the organization with a complete Board agenda ~~and minutes~~ at least forty-eight (48) hours before regular Board meetings.
- 18.6 Names, addresses, and telephone numbers of all District members of the bargaining unit shall be provided to the Association as available. The Board shall provide subsequent updated lists as they become available.
- 18.7 Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittance for the Association sponsored programs, annuities, credit union, charitable donations, or any other plans or programs jointly approved by the Association and the Board.
- 18.8 The District agrees to release not more than two (2) persons designated by the Association for not more than two (2) consecutive semesters to serve on Association business leave. The Association will

reimburse the District ~~in the full and complete amount of the average hiring in all compensation paid the employee on account of the leave, including salary, health and welfare benefits, and retirement contributions consistent with Education Code section 44987.~~ plus the cost of fringe benefits including health, medical/dental/life insurance for each person released for this purpose. During this leave the designated person(s) will continue to be compensated by the District with full reimbursement by the Association, and will retain all rights and benefits as though in regular service.

- 18.8.1 ~~The Association may elect to waive the right to purchase by reimbursement the medical/dental/life/vision insurance for one or both persons released. The agreed upon release contract between the parties would reflect such waiver.~~
- 18.9 Upon the Association's request, the superintendent will meet with Association representatives to review and discuss current school problems and practices and the administration of this Agreement. These meetings will take place at times of mutual convenience to the parties.
- 18.10 The second Thursday of each calendar month will be established as a professional Association meeting day for teacher involvement in the Association activities and professional meetings or committees. District personnel shall not schedule any after-school meetings on this day to which members of the bargaining unit will be expected to attend or might wish to attend if eligible.
- 18.11 Members of the unit whose service day extends beyond the teacher's service day may ~~use compensatory time or may~~ reschedule their hours with the approval of their immediate supervisor to enable them to attend to verified Association business.
- 18.12 Employee Organizational Reports shall be placed ~~among the first three (3) categories~~ on the Board's agenda at each regular meeting of the Board. Topics to be included under this category shall be submitted at the superintendent's office no later than the Tuesday noon preceding the Board meeting. The time allotted the Association to discuss those items placed under Employee Organizational Reports shall not exceed fifteen (15) minutes for all items.
- 18.13 At the beginning of each school year, the Association shall be credited with fifty (50) days to be used by representatives of the Association for the purpose of meeting its obligations as an exclusive representative. Such days shall exclude those set aside elsewhere in this Agreement or the law for negotiations or grievance processing.
- 18.14 The Board shall consult with the Association on any matter requested by the Association, or on any District contemplated fiscal, policy, or program modification or improvement which has a potential for effect on any members of the bargaining unit. ~~All such consultation shall be conducted under Board Regulations, "Consultation Process Under Senate Bill 160," adopted April 1977.~~
- 18.14.1 Prior to implementation of the Teacher Trainee Program, the District and the Association agree to negotiate those matters not already covered in the Agreement relative to the Program (formerly Article 25).
- 18.14.2 Prior to implementation of a year-round school plan, the District and the Association agree to negotiate those matters not already covered in the Agreement relative to the plan to the extent that such matters are within the legal scope of bargaining.
- 18.15 No teacher shall be prevented from wearing insignia, pins, or other identification of membership of the Association either on or off school premises.
- 18.16 **New Teacher/Employee Orientation:** Each time a person is newly employed in a position in the bargaining unit, "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 the District shall inform them of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.

18.16.1 The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members pursuant to section 5.2.1 to take place within seven (7) calendar days prior to the first day of classes, except when no new bargaining unit members are commencing employment at the start of a given year. Any bargaining unit member(s) hired after the start of the school year shall be provided an in-person orientation/onboarding meeting within twenty-one (21) calendar days from the date of hire. New bargaining unit members shall be paid their hourly per-diem rate, based on their annual salary, for the duration of these required orientation/onboarding meetings when orientations occur outside the contract year and/or day.

18.16.2 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 and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting(s) or ten (10) calendar days in advance of other-orientation/onboarding meetings that may occur throughout that year. In the event the District is unable to comply with the stated advance notice, the District shall, at the request of the Association, reschedule the orientation/onboarding meeting and provide the advance notice. If, however, the District provides proof that there was an urgent need critical to the employer's operations that was not reasonably foreseeable, the Association shall be provided as much notice as possible.

18.16.3 The Association shall be provided no less than ~~ninety (90)~~ 30 minutes of uninterrupted time to communicate with bargaining unit members at all new bargaining unit member orientations/onboarding meetings. Such time will not be provided at the end of a meeting day unless the Association requests to be placed at the end of the agenda. District administration shall not be present during Association time, unless the Association requests specific administrators remain present.

18.16.4 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.

18.16.5 The Association shall have District-paid release time to attend and participate in new bargaining unit member orientations/onboarding meetings for up to ~~three (3)~~ two (2) bargaining unit members, selected by the Association, if any orientation/onboarding meeting is held during contractual work hours.