

## **ARTICLE II ASSOCIATION RIGHTS**

### **Section 1.**

The District shall designate bulletin board space at each location, in areas frequented by the teachers, for use by the Association. All materials posted must be dated and signed by an official representative of the Association who is knowledgeable about said material. The Association shall provide the District with a list of all current official representatives of the Association. The school principal and superintendent shall be provided with a copy of such material.

### **Section 2.**

The District will distribute through its internal mail system any Association material which conforms to Section 1 above. The Association shall have the right to the use of available technology and other means of communication subject to reasonable regulations by the District.

### **Section 3.**

Authorized representatives of the Association shall be permitted to transact official Association business on school property after reporting to the Principal's Office. Visitations shall be timed and conducted so as not to interfere with the employees' work assignments or the educational process.

### **Section 4.**

Association meetings among employees covered by this Agreement may take place on school premises while school is in session only when the meetings take place during teacher lunch periods, before 8:00 a.m., after 3:30 p.m. or on duty free time, as long as it does not interfere with school operation. No such meeting shall conflict with a staff or in-service meeting called by the principal or other District management according to schedule. Except in unusual circumstances, Thursday afternoons shall be reserved for Association meetings (See Article IV, Section 3 also).

### **Section 5.**

The Association may designate in writing up to five (5) employees per school year to participate as representatives of the Association in the meeting and negotiating process. Each of the persons designated, not to exceed five (5), shall be granted released time for up to ten (10) one-half days or equivalent full days of released time for attendance at meeting and negotiating sessions with representatives of the District. Additional time, if needed, may be provided by agreement between the parties. Released time for half-day meetings shall not begin prior to 12:00 p.m. The Association or the designated employee must give the District as much advance notice of such attendance as possible, but not less than two (2) working days in order for the released time to be compensated by the District. Authorized released time shall commence after July 1, 2001 and end with the completion of negotiations.

In negotiation meetings not more than five (5) designated representatives and two (2) designated alternates of the Beverly Hills Education Association shall meet in private sessions with District representatives. If either party wishes to bring a consultant or person not on the negotiation team to speak on any item of the agenda or be a witness to

negotiations, this shall be permitted with twenty-four (24) hours' notification of the other party. Not more than three (3) consultants or witnesses, in addition to the representatives and alternates, shall be invited to speak or witness negotiations for either party or any item on the Agenda.

**Section 6.**

Names, addresses, telephone numbers, and salary placement of all employees covered by this Agreement shall be provided to the Association upon request after October 1 of any school year, unless the employee specifies in writing that such information shall not be furnished. The name, address, and telephone number of bargaining unit employees hired thereafter shall be supplied upon request within twenty (20) days of the employee's first day of work with the District, unless the employee specifies in writing that such information shall not be furnished. All public documents of the District shall be made available to the Association upon request.

**Section 7.**

**VOLUNTARY CHECKOFF**

The Association shall have those rights to have its membership dues and service fees deducted as specified in Government Code section 3543.1(d). Said deductions shall be made only upon voluntary submission of the Association's enrollment form to the designated representative of the District. Said form shall be completed and executed by the employee and an authorized Association representative. Deductions for employees who sign such authorization at the beginning or after the commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year. Upon written authorization by the unit member, the District shall deduct and make appropriate remittance for annuities, insurance plans, credit union, savings bonds, charitable organizations and other plans or programs jointly approved by the Association and the District. The District shall provide tenths a list of Association members, dues and service fees deducted and the remittance dues.

**Section 8.**

**ORGANIZATIONAL SECURITY**

- 8.1 Any unit member covered by this Agreement who either is a member of the Association on the day this Agreement is signed, or who becomes a member of the Association at any time during the term of this Agreement, shall as a condition of employment be obligated during the remaining term of this Agreement to contribute to the Association the normal initiation fee, dues, and general assessments of the Association. However, all such employees may terminate this obligation on June 30 of the year the agreement expires by giving written notice to the District and the Association between June 1 and June 30 of that year.
  
- 8.2 Any unit member covered by this Agreement who is not a member of the Association on the day this Agreement is signed, and who does not choose to become a member of the Association during the term of this Agreement shall as a condition of employment be obligated for the remaining term of this Agreement to contribute to the Association a service fee, which shall be equal to the normal dues required of all Association members.

Such service fee shall be made monthly, by voluntary payroll deduction under Section 7 or by single payment on or before October 31 of each year if the employee desires.

- 8.3 The contribution required under the preceding paragraph shall not be applicable to persons who have a religious or philosophical objection to paying such monthly fee to the Association. The unit member shall, upon the request of the Association, submit a letter to the Association offering the religious and/or philosophical reasons the employee objects to paying the fee to the Association. The unit member shall not be required to submit more than one letter during the life of this agreement. However, in the case of those persons with such religious or philosophical objections to such payments, such persons shall contribute an identical sum of money to the following non-religious, non-labor organization, charitable fund which is exempt from taxation under Section 501(c)(III) of the Internal Revenue Code:

United Way Campaign, Brotherhood Crusade, or a charity mutually agreed upon between BHEA and the unit members.

Such payment shall be made monthly, by voluntary payroll deduction under Section 7 or by single payment on or before October 31 of each year if the employee desires. Such contributor will provide the Association by October 31 with reasonable proof that such contribution was in fact made prior to October 31.

If such employee who holds conscientious objections pursuant to this section requests the Association to use the grievance procedure or arbitration procedure on the employee's behalf, the Association is authorized to charge the employee for the reasonable cost of using such procedure.

- 8.4 Upon written request from the Association, the District will deduct from the salaries of any such employee who fails to fulfill the obligations set forth in Sections 8.1, 8.2, and 8.3, the appropriate amount payable to the Association.
- 8.5 The Association agrees to hold the District harmless against any and all suits, claims, demands, liabilities, back pay, penalties or awards resulting from court or Board (PERB) order or settlement which shall arise out of or by reason of any action taken by the District pursuant to this Article.

The Association agrees to pay to the District all legal fees and legal costs incurred by the District which relate to the enforcement of this Article.

The Association agrees to pay to the District all legal fees and legal costs incurred in defending against any court action and/or administrative action before the Public Employment Relations Board challenging the legality or constitutionality of this Article or its implementation.

The Association shall have the exclusive rights to decide and determine whether any such action or proceeding referred to in this Section shall or shall not be compromised, resisted, defended, tried or appealed.

**Section 9**

In accordance with Government Code Section 3543.2, the Association may consult with the District on the definition of education objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law.

**Section 10**

Provided the public notice requirements established by State law are satisfied, the parties agree to commence negotiations for the successor contract in September 2001. It is the desire of the parties to reach agreement prior to June 30, 2002. If that is not possible, the parties shall meet at mutually agreeable times in an effort to reach agreement prior to the start of the 2002-2003 school year. The parties recognize that circumstances beyond their control such as, a delay in the adoption of the State budget, may cause the parties to be unable to reach agreement within this time frame. In such event, the parties agree to continue to meet on a regular basis to reach agreement as soon as possible.

**Section 11**

The Association President or designee shall be granted, upon request, up to five (5) days total per year released time, with salary, to attend meetings or conferences of mutual benefit to the District and the Association. The substitute costs shall be borne by the District.

Upon request, the Association President or designee may be granted 2/5 released time with full salary and benefits. The Association shall reimburse the District for the cost of any coverage required by such released time. This cost shall be calculated by determining the cost of 2/5 of the mean average salary of all of the teachers in the middle or high school department, or of all of the K-5 general education teachers, assigned to the same school site as the Association President, exclusive of the salary of the Association President, based on the salary figures from the first full pay cycle of the current school year. This calculation shall be exclusive of the district's contribution towards health and welfare benefits coverage but shall be inclusive of all other statutory benefits. Released time shall be arranged between the Association President and his/her principal and approved by the District's Assistant Superintendent, Human Resources.

**Section 12**

The principal of each school shall meet with the designated Association Representatives once a month, or upon request, to discuss matters of mutual interest or concern.

**Section 13**

The Association shall receive copies of School Board Agendas with attachments and School Board Minutes prior to scheduled meetings.

**Section 14**

The Association shall have the right to represent all unit members in their employment relations with the District, except when it is mutually agreeable not to.

**Section 15**

Results of preference polls for department chair selection shall be made available to department members upon request.

## **Section 16**

All materials, textbooks, video tapes, films, projects, programs, etc. developed by certificated employees on staff time shall be owned by the District. The District may subsequently copyright and/or patent such materials, textbooks video tapes, films, projects, programs, etc. and market them for profit.

If the District subsequently receives any royalties from such materials, textbooks, video tapes, films, projects, programs, etc., the District shall first recoup all of its development costs (such as printing costs, cost of tapes, film negatives, costs of personnel other than the developing team, and other direct costs from such royalties). After all such development costs are recovered, the District shall share future royalties on a 50/50 basis with the department or subject area/level within the school that developed the materials, textbooks, video tapes, films, projects, programs, etc., with that 50 percent share being used for educational purposes within that department or subject area/level. Such use will be suggested by that department or subject area/level but subject to the approval of the District. Professional credit shall be given to unit members having major roles in the development of such projects.

This section does not preclude individual certificated employees from developing materials, textbooks, video tapes, film, projects, programs, etc. entirely on their own time and with their own materials as an individual effort and receiving all royalties personally.