

## ARTICLE VIII - ASSOCIATION RIGHTS

- 8.1 The District shall designate bulletin board space at each location, in areas frequented by the unit members 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 school Principal and Superintendent shall be provided with a copy of such material.
- 8.2 The District shall distribute through its internal mail system any Association material which conforms to Section 1 above. The Association shall have the right to other means of communication subject to reasonable regulations by the District, including electronic technology, provided there is no interference with District business or unit member work time. The Association shall provide the District, on an annual basis, with a list of Association representatives authorized to use these means of communications.
- 8.3 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 unit members' work assignments or the educational process.
- 8.4 Association meetings among unit members covered by this Agreement may take place on school premises while school is in session only when the meetings take place during unit members' lunch periods, or in other duty free time, as long as it does not interfere with school operation as determined by the school principal. 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.
- 8.5 The Association may designate in writing up to five (5) unit members per school year to participate as representative of the Association in the meeting and negotiating process. Each of the persons designated, not to exceed five (5), shall be granted reasonable release time for attendance at negotiation sessions with representative of the District. The Association or the designated unit member 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. In negotiation meetings not more than five (5) designated representative 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 on the Agenda or be a witness to negotiations, this shall be permitted with twenty-four (24) hours notification of the other part. 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 on any item on the Agenda.
- 8.6 Names, addresses, telephone numbers, and salary placement of all unit members covered by this Agreement shall be provided to the Association upon request after October 1 of any school year, unless the unit member specifies in writing that such information shall be not furnished. The name, address, and telephone number of bargaining-unit unit members hired thereafter shall be supplied upon request within (20) days of the unit member's first day of work with the District, unless the unit member 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.

#### 8.7 Dues Deduction

The Association shall have those rights to have its membership dues and fair share service fees deducted through payroll deduction as specified in Government Code Section 3543.1 (d). The District shall deduct one-tenth (1/10) of such dues from the regular pay warrant of the unit member each month for ten (10) months. Deductions for unit members who commence their duties after the commencement of the school year shall be appropriately prorated to complete the payment by the end of the school year. Nothing in this section shall restrict the right of a unit member to pay service fees directly to the Association in lieu of salary reduction.

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.

Upon request, the District shall provide a list of all unit members, including their names and addresses and the amount of dues and services fees deducted from each unit member's pay warrant. The District shall remit monthly to the Association the amount of the dues and fair share service fees deducted from all unit members' pay warrants.

#### 8.8 Organizational Security

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 term of this Agreement to contribute to the Association the normal initiation fee, unified dues, and general assessments of the Association, subject to any rebate or fee reduction requested by the unit member that is provided by law. Such dues, fees and assessments shall be withheld from each Association member's monthly pay warrants.

Any unit member covered by this Agreement who does not choose to become a member of the Association within thirty (30) days of the commencement of their duties during the term of this Agreement shall nevertheless be required to contribute to the Association a monthly "service fee", payable to the Association, which shall be equal to the normal monthly dues required of all Association members. Such service fees shall be withheld from each unit member's monthly pay warrants. Such service fees may alternatively be made in a single payment to the Association on or before the thirtieth (30th) day of the commencement of the unit member's duties.

The contribution required under the preceding paragraph shall not be applicable to substitute unit members, or to members of a religious body whose traditional tenet or teachings include objections to joining or financially supporting unit member organizations. The unit member shall submit a letter to the Association offering the religious reasons the unit member 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 who are members of such religious

bodies with objections to such payments, such persons shall contribute an amount equal to the normal monthly dues required of Association members to the following non-religious, non-labor organizations, charitable funds which are exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code:

American Cancer Society, American Heart Association, or City of Hope.

Such payment shall be made, and proof of payment shall be provided to the Association and the District, on or before the thirtieth (30<sup>th</sup>) day of employment in the District. Such proof of payment shall be made on an annual basis to the Association and District as a condition of continued exemption from the payment of fair share service fees. If the religious objector fails to comply with these obligations, the District shall immediately begin automatic payroll deduction in an amount equal to the normal monthly dues required of Association members as provided in Education Code Section 45061.

The Association shall designate and assume the defense of the District, and agrees to indemnify and hold the District harmless against any reasonable legal fees and legal costs and settlement or judgment liability arising from any court action and/or administrative proceeding by unit members challenging the legality or constitutionality of EERA Section 3543(a), 3543.1 (d), 3546 and 3546.3 and Education Code Section 56061 and their implementation under this Agreement. The Association shall have the exclusive right to decide and determine whether any such court action or administrative proceeding shall or shall not be compromised, resisted, defended, tried or appealed.

- 8.9 The Association shall receive copies of School Board Agendas with attachments and School Board Minutes prior to scheduled meetings.
- 8.10 The Association shall have the right to represent all unit members (identified in Article I – Recognition) in their employment relations with the District, to the extent permitted by law.
- 8.11 The Association may designate a total combination of five (5) unit members from the OTBS and IA units to be released without loss of pay for the purpose of attending Association conferences, workshops or State and national organizational activities for a maximum of two (2) days of release time per work year per unit member. Additionally, the Association president shall be released a maximum of five (5) days per work year for Association business, provided the Association reimburses the District for the cost of the substitute.