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PAJARO VALLEY UNIFIED SCHOOL DISTRICT

AND PVFT re AB 119

December 11, 2017

ARTICLE III. RIGHTS AND RESPONSIBILITIES

- A. All the District's rights and functions, including its power and authority to direct, manage, and control the operation of the District, shall remain vested with the District, except as specifically and expressly abridged by this Agreement.
- B. The District has the right to make responsible rules and regulations pertaining to the employees consistent with this Agreement.
- C. In the event of an emergency, the District, in consultation with the Union, shall have the right to suspend appropriate portions(s) of this Agreement for the period of time necessary to correct the effects of the emergency. The District and the Union shall meet to review the effects of the emergency. An emergency shall exist when determined by the Governing Board and such determination shall not be subject to the grievance procedure.
- D. All employees shall have the right to become members and to participate in the legitimate activities of employee organizations. All employees shall also have the right not to become members and not to participate in employee organizations.
- E. The second Monday of every month shall be free from any mandatory all-staff site, department, zone or district-wide meeting in PVUSD after 3:30 p.m. that would involve bargaining unit members. This day shall be set aside for PVFT meetings, including General Membership meetings. In the event that an elected union representative has a work schedule that extends beyond 3:30, the District and PVFT shall work together to arrange an alternative schedule.
- F. The District, upon written request, shall provide the Union with non-confidential written reports, statistics, records and other documents prepared in the ordinary course of business and necessary for negotiations and the administration of this Agreement.

G. Group Orientations: For employees hired for the start of the school year. The District shall provide the Union written notice of ~~any the~~ new unit member employee-group orientation, which will take place on a designated District departmental orientation day, or onboarding process as defined in AB 119 at least ten (10) work days prior to the event. - For this group orientation, up to two Representatives of the Union, paid at the hourly per diem rate, in addition to those on Union release, shall be permitted to make a presentation of up to thirty (30) minutes and present written materials to any employee participating

in such orientation. No representative of management shall be present. New employees hired for the start of the school year will fill out their paperwork at their convenience prior to the start of work, or may come to an optional **question and answer session offered by Human Resources for this purpose.** The packet will contain a membership authorization form approved by the Union. The District will provide notice to the Union of these optional group **question and answer session.**

G. Individual Orientations: For new unit members who are hired after the beginning of the school year, the District will provide a membership authorization form, approved by the Union, in all new hire packets. Due to the **urgent and unforeseen critical need to fill positions during the school year,** the District need not give ten (10) days notice to the Union but shall provide notice as soon as possible upon learning of the new hire. Union Representatives already in Union Release positions shall have up to thirty (30) minutes to meet with the new bargaining unit members. **If the Union does not have Representatives already in Union Release positions, then the District will provide up to thirty minutes to one (1) Union Representative, paid at the hourly per diem rate.** No representative of management shall be present. Representatives of the Union shall be permitted to make a presentation of up to thirty (30) minutes and present written materials to any employee participating in such orientation. ~~The Employer shall include a membership authorization form, approved by the Union, in all new hire packets. No representative of management shall be present. Should the orientation occur on non-contracted time, unit members shall be paid at their per diem rate.~~ **Should the union orientation meeting occur on non-contracted time, the newly hired unit members shall be paid thirty (30) minutes at their hourly per diem rate.**

H.

I. The District shall provide the Union with a current list **for unit member positions containing** names, addresses, employee identification number, phone, site location, date of hire, seniority date, classification (temporary, probationary or permanent), credentials and authorizations held, FTE, salary placement, date of birth, personal email, and current assignment of each member of the unit on September 1st and February 1st of each school year in Microsoft Excel or equivalent program.

J. In addition, by June 1st of each school year, the District shall provide a list of continuing ~~certificated unit employees members~~ containing names, addresses, employee identification number, phone, work location, date of hire, seniority date, classification (temporary, probationary or permanent), credentials and authorizations held, FTE, salary placement, date of birth, personal email, and current assignment.

~~K.~~ The District is not required to provide to PVFT a field of information contained in Section I or J if an employee does not provide the information to the District.

or if the information is otherwise protected by law. The Union shall take reasonable precautions to maintain the confidential nature of such information.

~~The District, upon written request, shall provide the Union with a current list of names and addresses (except for the employees who have requested that their addresses not be released to anyone), employee identification number, phone and work locations, and union membership status of the unit members by September 15 of each year. In addition, the District shall provide the Union with a current list of names, addresses, employee identification number, phone and work location, date of hire, seniority date, classification (temporary, probationary or permanent), credentials and authorizations held, and current assignment of each member of the unit on October 1 of each school year in Microsoft Excel or equivalent program. Individual requests for confidentiality regarding home addresses shall be honored. The Union shall take reasonable precautions to maintain the confidential nature of such information.~~

J.L. Personal Freedom: With respect to the provisions of this Agreement, neither the District nor the Union shall discriminate against any officer or employee of the District in violation of the law, on the basis of race, color, creed, age, sex, national origin, political affiliation, domicile, marital status, sexual orientation, physical handicap, physical appearance or membership or participation in the activities of a recognized employee organization.

MJ. Side Letter-Enabling Language for a Shared Governance Clause: The Pajaro Valley Unified School District in cooperation with the Pajaro Valley Federation of Teachers and all elements of the PVUSD Community will establish a joint committee to assist in the development of restructuring projects.

NK. PVFT reserves the right to negotiate any aspects of restructuring that have an impact on matters in the negotiated contract.

O. The District shall not change or modify policies on subjects within the scope of collective bargaining without notice to the bargaining unit and shall negotiate the proposals prior to implementation.

PM. The District shall provide the Union, at the same time as the dues payments to PVFT are available, with a list of employees, **including employee identification number**, ~~including employee identification number, phone, address, and work location~~, from whom PVFT deductions were deducted. The information will be provided in Excel or a similar format.

QN. Within ~~forty-fivethirty~~ (4530) **calendar** days after the execution of this contract, the District shall incorporate all changes into a final electronic version **and submit the draft to PVFT for review**, ~~and print or duplicate, without charge, copies of this Agreement to the Union or any individual in the bargaining unit upon request.~~ **Any employee who becomes a member of the bargaining unit**

~~after the execution of this Agreement, shall be provided with a copy of this Agreement by the District, without charge, at the time of employment. **PVFT will respond within fifteen (15) calendar days. Within fifteen (15) calendar days after mutual agreement on a final draft,** the District shall print or duplicate, without charge, two-hundred fifty (250) copies of this Agreement for the Union, **and shall post the contract on the District's website.**~~