

ARTICLE 4

ASSOCIATION RIGHTS

The Association shall have the following rights in addition to the specific rights guaranteed in any other portion of this Agreement:

- A. The right of access at reasonable times to areas in which unit members work, provided that such access does not interfere with a unit member's execution of assigned Superintendent duties and also provided that the Association Representative gives notice to the immediate supervisor that he/she wishes to transact Association business on the job site.
- B. The right to use without charge institutional bulletin boards, mailboxes, and the use of the Superintendent of Schools' Office mail system/e-mail system for the posting or transmission of information or notices concerning Association matters. The Association shall not use the provisions of this section to transmit or post notices that defame or ridicule the Board or its agents, nor shall the Association use such provisions to present a partisan point of view in a local elective process in which the Superintendent of Schools Office is a party without the mutual consent of the Superintendent.
- C. The right to use without charge institutional facilities and buildings under Civic Center Act provisions, at reasonable times when not otherwise in use.
- D. The right to be supplied with a complete roster of all bargaining unit members upon request. The roster shall indicate the initial employment date, present classification and primary job site, address, and telephone number.
- E. The right upon request to receive a copy of any non-confidential budget or financial material on the approximate date it is submitted to the Governing Board.
- F. The right to review upon request non-confidential written material of the Superintendent of Schools Office that is reasonably related to the Association's role as the exclusive representative.
- G. The Chapter may designate up to six (6) representatives, two (2) alternates and one (1) scribe to serve on the negotiations team, not to exceed six (6) members at the negotiation table at any given time. Negotiation hours shall be during the employee's work hours. If negotiations extend before or after the members regularly scheduled work hours, the employee shall coordinate with their supervisor to flex their work hours for the day to accommodate the negotiations schedule.

H. Restriction on Office Negotiations and Agreements:

The Superintendent shall conduct no negotiations nor enter into any agreement with any other organization on matters that are in direct violation of a specific provision of this Agreement.

I. Distribution of Contract:

Within thirty (30) days after the ratification date of this contract, the contract will be posted on the county office Website and notification of such posting will be mailed to each unit member indicating article revisions to the contract. If a unit member prefers a hardcopy of the contract, they may request it through the Human Resources Department at no charge. Each unit member on the negotiations team will be provided a hardcopy of all contract language changes. Unit members will be provided a copy of the bargaining unit agreement at the time of employment.

J. Board of Education Agenda and Minutes:

The Chapter President shall receive one (1) copy of the official agenda at least 24 hours prior to each regularly scheduled County Board of Education meeting and the Chapter President, or his/her designee, shall be given one (1) copy of the public support material packet when it is made available to the Board members. The Chapter shall receive one (1) copy of the approved minutes at the same time they are made available to the Board of Education members.

K. Office Policy Manual:

Upon written request, a current version of the policy manual shall be provided to the Chapter. Updated policies and procedures that may be enacted by the Superintendent or Board of Education shall be provided as they occur.

L. Chapter President and Designee Leave:

The Superintendent shall grant paid release time not to exceed five (5) days per year to attend to Chapter business to the President of the Chapter and one (1) day per year for each other Association Board Member. The Superintendent shall agree to allow two (2) designees to attend the CSEA Conference as delegates. This leave shall be granted as an additional paid leave if the delegates are scheduled to work when the annual CSEA conference is scheduled.

M. Past Practices: The rules, regulations, policies, and practices of the Superintendent relating to wages, hours, and other terms and conditions of employment that do not conflict with the terms of this Agreement shall remain in full force and effect unless changed by mutual agreement of CSEA and the Superintendent.

N. Employee Information:

“Newly hired employee” or “new hire” means any employee, whether permanent, full time, part time, hired by the Sutter County Superintendent of Schools (County), and who is still employed as of the date of the New Employee Orientation (discussed below). It also includes all employees who are or have been previously employed by the County and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the CSEA unit.

- O. The County shall provide CSEA with the contact information for the entire bargaining unit. The information will be provided to CSEA electronically in a machine-readable Excel format via the CSEA-designated FTP site or service by the last business day of each month. This contact information shall include the following items, with each field in its own column:
- i. First Name;
 - ii. Middle initial;
 - iii. Last name;
 - iv. Suffix (e.g. Jr., III)
 - v. Job Title;
 - vi. Department;
 - vii. Primary worksite name;
 - viii. Work telephone number;
 - ix. Work Extension;
 - x. Home Street address (incl. apartment #)
 - xi. City
 - xii. State
 - xiii. ZIP Code (5 or 9 digits)
 - xiv. Home telephone number (10 digits);
 - xv. Personal cellular telephone number (10 digits);
 - xvi. Personal Email address of the employee, if available;
 - xvii. Last four numbers of the social security number;
 - xviii. Birth date;
 - xix. Employee ID;
 - xx. CalPERS status (“Y” if in CalPERS; “N” if not in CalPERS);

xxi. Hire date.

P. New Employee Orientation:

“New Employee Orientation” means that portion of the onboarding process of a newly hired County employee, whether in person, online, or through other means or mediums, during which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

Q. When the County conducts a New Employee Orientation for an individual employee, the County shall provide CSEA mandatory access to any such orientation, and shall notify CSEA of the date of the orientation upon scheduling. In the event the County conducts a group New Employee Orientation, the County shall provide CSEA mandatory access to any such orientation. CSEA shall receive not less than ten (10) business days’ notice in advance of a group New Employee Orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the County’s operations that was not reasonably foreseeable.

R. In the event the County conducts a group New Employee Orientation, CSEA shall have one (1) hour of paid release time for one (1) CSEA representatives, which can include the Chapter President or designee, to provide CSEA orientation information during the New Employee Orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the New Employee Orientation session.

S. In the event the County conducts one-on-one New Employee Orientations with new employees, CSEA shall have thirty (30) minutes of paid release time for one (1) CSEA representative to provide CSEA orientation information during the New Employee Orientation session. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the New Employee Orientation session.

T. The New Employee Orientation session shall be held at a County property site during the workday of the employee(s), who shall be on paid time. During CSEA’s portion of the New Employee Orientation session, no County manager or supervisor or non-unit employee shall be present.

U. In addition to the provisions herein regarding County-conducted New Employee Orientations, CSEA shall have thirty (30) minutes of uninterrupted time to meet with each new hire at their assigned worksite during any period of their regular working hours for a CSEA orientation. The

new hire shall be relieved of their duties for the purpose of attending the orientation on paid time. The County shall provide CSEA a minimum of thirty (30) minutes of paid release time, in addition to reasonable travel time, for one (1) CSEA representative to attend the orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the orientation. During the orientation, no County manager or other non-unit employee shall be present.

- V. The County shall include the CSEA membership application and a CSEA provided link for an electronic application, in any employee orientation packet of County materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the County for distribution.
- W. The County and CSEA agree that Government Code 3540.1 define a “supervisory employee”.
- X. Any agreement with the County and any other bargaining unit that infringes on CSEA rights in the CBA and all applicable laws shall not be enforced against the Classified Bargaining Unit by the County.