

ARTICLE 3 - ASSOCIATION RIGHTS

Section 1. Relation to Statute

It is understood that there is a statute generally requiring a Service Fee in all school district bargaining units; however, it is understood and agreed that the terms of this Article shall be deemed paramount and controlling, as among the Association, the District and the employees, as to all matters relating to union security and service fee.

Section 2. Membership Dues Authorization

Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of unified membership dues, initiation fees and general assessments of the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the employee each month for ten (10) months. Deductions for employees who sign such authorization after the commencement of the school year shall be prorated in such manner that the employee will pay membership dues only in proportion to the number of school months during the school year in which the employee is a member of the Association. Any fraction of a month of membership shall be counted as a full month. Such authorization shall continue in effect from year to year unless revoked in writing. An employee who revokes authorization for the payroll deduction of dues, fees and assessments shall comply with the provisions of this Article.

Section 3. Service Fee

Any employee who is not a member of the Association, or who does not make application for membership within thirty (30) days of the effective date of this Agreement, or within thirty (30) days from the date of commencement of assigned duties, shall either become a member of the Association or pay to the Association a service fee unless exempted under Section 4 or 5 below. The service fee amount is to be determined by the Association consistent with applicable law, and shall be payable to either the Association in one lump sum payment or by authorized payroll deduction as provided for in Section 2.

In the event that an employee does not either pay such fee directly to the Association, or authorize payment through payroll deduction, the District shall upon request of the Association immediately begin automatic payroll deduction as provided in Education Code Section 45061, subject to the pro-ration provision of Section 2 above, and in the same manner as set forth in this Article.

Section 4. Religious Exemption

Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. However, in lieu of the service fee, such employee shall annually pay a sum equal to such service fee to one of the non-religious, non-labor organization charitable funds listed in Section 6. Donations of property or services shall not satisfy this obligation.

Proof of payment pursuant to this section and a written statement of objection along with evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, shall annually made to the Association and the District, as a condition of continued exemption from the provisions of Sections 2 and 3 of this Article. Proof of

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payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented to the Association and the District within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the commencement of assigned duties. Payroll deductions for this section shall be available on to the extent permitted by District payroll procedures.

Section 5. Principled Objector Exemption

Any employee who objects, as a matter of personal, fundamental principle, to joining or financially supporting labor organizations shall not be required to join or financially support the Association as a condition of employment. However, in lieu of the service fee such employee shall annually pay a lump sum equal to such service fee to one of the non-religious, non-labor organization, charitable funds listed in Section 6. Donations of property or services shall not satisfy this obligation.

To be eligible for this exemption, the employee shall submit to the District and the Association a written statement, signed under penalty of perjury, establishing the basis for the principled objector exemption. The objection must be based upon a belief of sincere and enduring nature; mere dissatisfaction with the quality or the Association's representation will not qualify. This statement shall not be subject to review or examination unless there is evidence that it was not filed or maintained in good faith.

Proof of payment pursuant to this section and the written statement of objection described above shall annually be made to the Association and the District, as a condition of continued exemption from the provisions of Sections 2 and 3 of this Article. Proof of payment shall be in the form of receipts and/or canceled checks indicating the amount paid, date of payment, and to whom payment in lieu of the service fee has been made. Such proof shall be presented to the Association and to the District within thirty (30) days of the effective date of this Agreement or within thirty (30) days of the commencement of assigned duties.

Section 6. Charitable Funds

Employees exempt from service fee pursuant to either Section 4 or 5 above shall make their annual, in-lieu, payment to one or more of the following non-religious, non-labor organization charitable funds exempt from taxation under Section 501 (c)(3) of Title 26 of the Internal Revenue Code:

- American Heart Association
- American Cancer Society
- Ronald McDonald Cancer Fund
- Foundation to Assist California Teachers
- United Way
- Habitat For Humanity
- Martin Luther King, Jr. Memorial Scholarship Fund
- Parent Teachers Association

- Glendale Healthy Kids
- American Red Cross
- City of Hope
- Others, by mutual agreement

Section 7. Information

- a. The Association and District shall upon request furnish to each other any information needed to fulfill the provisions of this Article.
- b. With respect to all deductions by the District pursuant to this Article, the District agrees to promptly remit such monies to the Association accompanied by an alphabetical list of employees for whom such deductions have been made, categorizing them as to membership, service fee payer, or charity donation and indicating any changes in personnel from the list previously furnished. There shall be no charge to the Association for any payroll deductions made pursuant to this Article.

Section 8. Indemnity

The Association agrees to pay to the District all reasonable fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the service fee provisions of this Agreement or their implementation. The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

Section 9. Organizational Rights

The District and Association recognize the right of employees to form, join, and participate in activities of employee organizations and the right of employees to refuse to join and participate in activities of employee organizations.

The Association, its officers, agents and members, and the District, its officers and agents, shall neither intimidate nor coerce employees into joining or not joining, continuing membership or not continuing membership, in any employee organizations.

Neither the District nor the Association shall impose or threaten to impose reprisals on employees, discriminate against or otherwise unlawfully interfere with, or coerce employees because of their exercise of rights guaranteed by the Educational Employment Relations Act, except as such rights may be limited or defined by this Agreement.

Section 10. Personnel Information

- a. The District shall provide the Association with three copies of the District directory.

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- b. Changes in name, address, telephone, work location, and track assignment of employees covered by this Agreement shall be provided monthly to the Association beginning July 1 of each school year.
- c. The District shall make available to the Association the names, addresses, telephone, work locations, and track assignments of employees who have not previously been employed in the District on a monthly basis beginning June 15th of each school year.
- d. Within thirty (30) days after the beginning of each semester, the District shall furnish to the Association a list of all unit members on leaves of absence, together with a list of all Long-Term Contract Substitute teachers and Temporary Contract Substitute teachers.
- e. Not later than October 15th, the District shall furnish the Association a document indicating the placement of personnel on the respective salary schedules as of October 1st.
- f. The District shall provide the Association with a list of all employees by school site (showing track assignment if applicable) by June 15th (for YRE) and by September 1st (for Traditional).

Section 11. Bulletin Boards

The District shall provide the space at each school for one bulletin board provided by the Association for its use. The Association may use the District mail service and its designated representative may deposit materials in unit members' assigned mailboxes.

- a. All such notices for posting or distribution shall bear the date of posting or distribution and the Association identification together with the designated authorization by the Association president, executive director, committee chairpersons or designated faculty representative.
- b. A copy of such notice for posting or distribution shall be delivered to the Office of the Superintendent and given to the site administrator at the same time as posting or distribution.
- c. The Association assumes sole legal responsibility for the content of material posted or distributed by the Association or its representatives.
- d. The District shall, as part of its regular school mail delivery service, deliver Association mail to the GTA Office at 3233 North Verdugo Road, Glendale, CA 91208.

Section 12. Released Time for Grievances

Refer to Article 6 - Grievance Procedures for released time allocation to grievant, authorized representative of grievant, and witnesses testifying at a Step Three grievance hearing.

Section 13. Other Released Time

Any employee who is designated by the Association to attend meetings, during working hours, of the affiliate organizations directly related to the Association must receive prior approval from the District. Employees attending such meetings shall do so without loss of salary and with no payment by the District of the employee's expenses. A total of twenty-five (25) released days per year shall be allotted to the Association for such use. The District may in its discretion permit additional released days, in which event the Association shall pay the District for each such day an amount equal to the daily substitute rate (whether or not a substitute is employed).

Should an employee be elected as an officer of the National Education Association (NEA), additional released days may be utilized for the purpose of said employee's attendance at required meetings of said organization, in which event the Association shall pay the District for each such day an amount equal to the daily substitute rate (whether or not a substitute is employed).

The President of the Association shall have available 20% of each semester of released time, non-accumulative at the District's expense, for the purpose of community relations and Association/District communications.

Section 14. Other Voluntary Payroll Deductions

The District shall, upon receipt of an employee's individually signed authorization card provided by the District, deduct from such employee's earnings the amount specified by the employee for the following: Glendale Area Schools Federal Credit Union (including the District approved 457 Deferred Compensation Plan); First Financial Credit Union; Glendale Scholarship Endowment; United Way; Tax Sheltered Annuities approved by the Los Angeles County Office of Education; U.S. Savings Bonds; American Fidelity Section 125 flexible benefit plan; CTA Unum Provident Insurance; CTA Unum Provident Income Protection; Pacific Educators Insurance Agency, Inc. (but no new enrollments permitted); Met Life Insurance Company; Foundation to Assist California Teachers and the NEA Fund for Children and Public Education.

Section 15. Use of School Facilities

Upon prior approval of the designated site administrator, the Association shall have the right to utilize individual school facilities for the conduct of meetings with employees of that specific school. Requests to utilize District facilities for the conduct of meetings with District employees from more than one location shall be made on District Civic Center forms. Approval will be subject to prior requests for the utilization of such facilities by groups entitled to their use. Such meetings shall in no way conflict with the work of District employees nor with school programs or activities.

Section 16. Request for Documents

The District shall furnish the Association, upon request, any non-confidential documents in the possession of the District which are necessary for the Association to carry out its bargaining responsibilities.

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Section 17. Employee Representation

When an administrator has a conference with an employee where it is evident that the employee is the focus of a possible disciplinary action or a probable "does not meet standards" overall evaluation rating, the employee shall be permitted, upon request, to be accompanied and represented by an Association representative. Non-availability of the representative for more than a reasonable time shall not delay the conference.

Section 18. Board of Education Agenda

The District shall make available to the Association three copies of the Board of Education agenda and such detailed supporting material as is available, with the exception of personnel reports, after 3:00 p.m. on the day prior to all Board of Education meetings. The material will be available in the Superintendent's Office at the designated time, and if not obtained prior to the meeting will be available at the meeting place.

Section 19. Committee Representation

The following existing District-wide advisory committees (only), Committees constituted by the Board of Education; Elementary English Language Arts Committee; K-12 History/Social Science Committee; Curriculum and Staff Development Coordinating Council (including sub committees); School Planning Committee (including sub committees), and future committees of a similar nature, shall have as members at least as many teachers and/or support services employees as they have administrators. The Association shall have the right, upon request, to appoint each of those employees. For committees that have already been established under previous agreements, the Association shall designate an existing committee member as its spokesperson.

As to those site-based committees, leadership teams, councils and advisory bodies which include teachers, the GTA Faculty Representative shall be permitted to designate one of the faculty members who has been selected to such committee to serve also as the representative of GTA relating to the committee's activities. In the alternative, the GTA Faculty Representative shall be permitted to serve and participate as an ex-officio nonvoting member of any such committee.

Section 20. Certificated Management Interview Panel Representation

The Association shall be permitted to appoint a teacher representative to all District certificated management interview panels.