

ARTICLE 2

ORGANIZATIONAL SECURITY / ASSOCIATION RIGHTS

2.1 New Bargaining Unit Member Information

2.1.1 a) The District shall provide MDEA with information pertaining to newly hired employees in the bargaining unit within thirty (30) days of the hire date. The information will be provided to MDEA electronically via a mutually agreeable secure File Transfer Protocol (FTP) site or service or its equivalent. This contact information shall include the following items:

1. Employee first and last name
2. Job title
3. Department and work location
4. *Home and Cell telephone numbers
5. *Personal e-mail address
6. *Home address
7. Employee ID number
8. Hire date
9. Full-time Equivalent (FTE) status
10. Employment Status (Probationary, Permanent, Temp, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional Internship Permit "PIP" or University Internship, etc.)
12. Work telephone number

*Pursuant to Government Code section 6254.3(c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written requests prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address.

This information shall be provided to MDEA regardless of whether the newly hired employee was previously employed by the District.

In the event no one is hired on any particular month, the District shall send an e-mail to MDEA confirming they did not hire any new staff that month.

b) Periodic Update of Contact Information: The District shall provide MDEA with information pertaining to all employees in the

bargaining unit on or about the last working day September, January, and May. The information will be provided to MDEA electronically via a mutually agreeable secure (FTP) site or service or its equivalent. This contact information shall include the following items:

1. Employee first and last name
2. Job title
3. Department and work location
4. *Home and Cell telephone numbers
5. *Personal e-mail address
6. *Home address
7. Employee ID number
8. Hire date
9. Full-time Equivalent (FTE) status
10. Employment Status (Probationary, Permanent, Temp, etc.)
11. Type of Credential (i.e., Clear, Preliminary, Short-Term Staff Permit, Provisional internship Permit "PIP" or University Internship, etc.)
12. Work telephone number

*Pursuant to Government Code section 6254.3(c) or as otherwise provided by law, the District is not obligated to provide this information for employees who have submitted written requests prohibiting the disclosure of their home address, home telephone number, personal cellular telephone number, or personal email address.

2.2 New Bargaining Unit Member Orientation for Employees Starting After the Beginning of the School Year

- 2.2.1 The District shall inform new employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.
- 2.2.2 The District shall notify the MDEA President, or designee, via email no fewer than 10 days in advance of when such orientation/onboarding meetings are scheduled with the new employees, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the employer's operations that was not reasonably foreseeable.
- 2.2.3 New Employee Orientations: In the event the District conducts orientations with new employees after the beginning of the school year, the Association shall have up to forty-five (45) minutes of exclusive presentation time during the orientation session. Administration shall not be present during Association time, unless

the Association requests specific administrators remain present. The Association shall not be present other than during their forty-five (45) minute section, unless so requested by the District.

2.2.4 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of new bargaining unit member orientations/onboarding meetings, and will have access to existing District audio/visual equipment for Association presentations.

2.2.5 New Hire Information Packet: The District shall provide a physical copy or a link to a digital copy of the MDEA / MDUSD certificated collective bargaining agreement in the new employee orientation packet.

2.3 New Bargaining Unit Member Orientation for Employees Starting Prior to the Beginning of the School Year

2.3.1 The District shall provide an annual new bargaining unit member orientation for all newly hired bargaining unit members to take place within seven (7) calendar days prior to the beginning of the school year, except when no new bargaining unit members are commencing employment at the beginning of a given school year.

2.3.1.1 The Association and the District (the Parties) shall jointly plan the annual District New Staff Orientation day. The agenda for the New Staff Orientation day shall be structured to ensure the Association is provided forty-five (45) minutes of access to newly hired MDEA bargaining unit members in groups of 30 or fewer. If there are more than 30 newly hired MDEA bargaining unit members present at the New Teacher orientation day they will be separated in "break-out" groups for this section of the agenda, with no break-out group having more than 30 people.

2.3.1.2 The Parties shall collaborate on how this access time will be scheduled to ensure that the Parties have an opportunity to deliver their respective orientation presentations within the time allocated for the annual New Staff Orientation day. During years when the District hires a large number of new teachers, such scheduling may require that two or more employee orientation sessions on the same topic be scheduled during the same time period, to ensure all new hires attend all orientation day sessions offered during the District's annual New Staff Orientation day.

- 2.3.2 The District shall inform new employees of their employment status, rights, benefits, duties and responsibilities, and other employment-related matters.
- 2.3.3 The MDEA President, or identified designee, shall be notified via email when the New Staff Orientation Day is scheduled. The MDEA President, or designee(s) shall be provided access to meaningfully communicate, in person, with new hires to the bargaining unit during the District's annual New Staff Orientation. This access shall comply with §2.3.1.1 and §2.3.1.2, above, and will provide the MDEA President and/or designees the opportunity to discuss the rights and obligations created by the contract and the role of the representative, and to answer new hire questions, per Gov't Code 3555. (**District administration shall not be present during the Association's time, unless the Association requests specific administrator(s) remain present.)
- 2.3.4 The District shall provide written notice of the date, time and location of the District's annual New Staff Orientation day by email to the Association President and Vice President no later than ten (10) calendar days in advance of the District's annual New Staff Orientation Day. If, however, the District can demonstrate that an urgent need critical to the employer's operation that was not reasonably foreseeable impacted the District's ability to provide timely notice per §2.3.3, the Association shall be provided as much notice as possible.
- 2.3.5 The Association is entitled to invite California Teachers Association (CTA) endorsed vendors and CTA Staff to the Association portion of New Staff Orientation Day held prior to the start of the school year and may request access to District audio/visual equipment for Association presentations.

2.4 Dues Deduction

- 2.4.1 The right of payroll deduction for payment of membership dues, initiation fees and general assessments shall be accorded exclusively to the Association. The District shall deduct other voluntary payments as authorized by unit members and the Association. Association members who currently have authorization cards on file for the above purposes need not be resolicited.
- 2.4.2 Pursuant to valid dues deduction authorization as communicated by the Association to the District, the District shall deduct one-eleventh (1/11) of such dues from the regular salary check of the unit member each month for eleven (11) months. Deductions for unit members who sign such authorization after the commencement of the school

year shall be appropriately prorated to complete payment by the end of the school year.

- 2.4.3 With respect to all sums deducted by the District pursuant to sections §2.4.1 and §2.4.2 above, the District agrees to remit such moneys promptly to the Association accompanied by an alphabetical list of unit members, including their names, addresses, work locations, employee number and amount deducted, for whom such deductions have been made.

2.5 Hold Harmless

- 2.5.1 The Association shall indemnify, defend, and hold harmless the District, against any court action and/or administrative action before Public Employment Relations Board challenging the legality of constitutionality of this Article, per Education Code 45060 (e), (f).
- 2.5.2 The Parties shall negotiate in order to determine whether any such action or proceeding referred to in §2.5.1 shall or shall not be compromised, resisted, defended, tried or appealed in the event the defense and indemnity in §2.5.1 above is accepted.