

**OEA-P49**  
**OAKLAND EDUCATION ASSOCIATION**  
**PROPOSAL TO**  
**OAKLAND UNIFIED SCHOOL DISTRICT**  
**May 14, 2018**

Article 6 - ASSOCIATION RIGHTS

6.1.1 The Association shall have use of District facilities when not otherwise required for District business during regular business hours.

6.1.2 Association Communication with Members

6.1.2.1 The Association shall have the right to use of District delivery service and mailboxes for distribution of organizational material. The Association shall count, package, and label materials for convenient handling. Labels shall clearly indicate the recipient by name, and the name of the organization responsible for the publication and distribution. Rights herein are subject to postal regulations of U.S. Government. If the labels are not clear, the material shall be returned to the sending organization.

6.1.2.2 The Association shall have the right to use the District electronic mail service and unit member electronic mailboxes for communications to unit members without interference, censorship, or examination of such communications by the District, unless required by law. Such use shall be for the sole purpose of seeking to obtain unit member personal email addresses if such are not provided pursuant to section 6.1.6 below, or become outdated.

6.1.3 The Association shall have the use of the designated bulletin board for posting organizational literature at each school/center site and administrative building in areas frequented by employees, such locations to be selected by mutual agreement of the administration and the Association.

6.1.4 The Association shall be provided with a packet of materials for the regular Board meeting, which shall include agenda, contracts and agreements, new program proposals and supportive material. This packet shall be sent whenever such packets are mailed or delivered by the Employer.

~~6.1.5 The Employer shall provide the Association with a minimum of ten (10) days written notice of all new employee orientations events. A minimum of thirty (30) minutes of time shall be made available for the association to present during the orientation. In addition, a location with easy access to orientation participants shall be provided for the Association to provide materials including but not limited to membership forms.~~

6.1.5 The Employer shall provide the Association with a minimum of ten (10) days written notice of all new employee orientations events held at the beginning of each school year.

6.1.5.1 Up to thirty (30) minutes of time shall be made available for the Association to present during these beginning of the year orientations.

6.1.5.2 In addition, a location with easy access to orientation participants shall be provided for the Association to provide materials including but not limited to membership forms.

6.1.5.3 For orientation materials that are provided electronically, the Association shall be provided access to the presentation and an opportunity to insert its own materials in any virtual meetings, (Google hangouts, webinars, etc.) or electronic presentations (i.e. PowerPoint or other presentation software).

6.1.5.4 For new employees hired after the beginning of the year orientation, the Association shall have access to the District online calendar of orientations held throughout the year. A reasonable amount of time shall be made available for the Association to present during these orientations. The provisions of sections 6.1.5.2 and 6.1.5.3 shall also apply to these orientations

**6.1.5.5 If not released from instructional duties to attend orientation, new employees shall receive a stipend of one hundred dollars (\$100) for each day per diem compensation for of attendance at orientation events or 1.0 units of salary schedule credit per day.**

6.1.5.6 If the new employee orientation is held during student instructional days, the Employer shall provide release time, at Employer expense, for a minimum of two (2) Association representatives to attend the orientation. The Association shall reimburse the District the substitute cost for such release time.

6.1.6 The Employer shall provide to the Association on a monthly basis, ~~by the end of the second week of September,~~ a sortable list of available information including the names, date of hire, assignments (including site), employee ID#, and current contact information: home addresses, telephone number and **personal** email address of newly hired all bargaining unit members if such address is available. ~~A complete list of the above information for all newly hired bargaining unit members shall be provided by September 30. Thereafter, the information will be forwarded on a monthly basis.~~

6.1.7 The Employer will provide to the Association on or before 45 days into the new school year, copies on a monthly basis of the forms compiled by the Employer that contain names and credentials for substitute teachers. This information will include home addresses and telephone numbers unless authorized by the individual employee to be withheld.

~~6.1.7 In making additional duty assignments, the Site Administrator shall take into consideration the fact that a unit member has been elected or appointed as an Association Representative and will make every attempt to reduce extra duty responsibilities.~~

6.1.8

**Elected Site Representatives duties shall be counted for three (3) hours of professional activities and duties per month as per Article 10.2.8.**

~~a. Release time from non-instructional duties shall be provided to a Site Representative if the following conditions are met: a secret ballot election of the faculty shall be conducted by the Faculty Council, with the issue to be determined being whether a specific release time plan proposed by the Site Representative should be approved. The proposed plan is to provide for the Site Representative to be released from specified non-instructional duties and for the remainder of the staff to assume those duties. Non-instructional duties, as referred to above, are those non-classroom duties which are normally shared and distributed among the staff, and for this purpose may also include advisory teacher duties. In addition, Site Representatives at elementary schools shall be released from instructional duties when other certificated personnel take the site representative's class for instruction, as applicable and when in the normal rotation of services.~~

~~b. A proposed plan may also permit release of the Site Representative from instructional duties subject to the following additional conditions:~~

~~(1) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period or other certificated personnel; and~~

~~(2) The proposal is separately approved by the specific teachers, whose workload will be directly affected by the operation of the plan, voting in a separate election.~~

~~c. Regarding paragraphs a and b, a majority of those voting shall determine the outcome. The election results shall be binding for the school year unless a majority requests a new election, or unless a new Site Representative is designated. The Site Representative may be assigned duties during this released time, in emergency situations.~~

6.1.8 The Employer shall provide to the Association as soon as possible and not later than October 15, the names of the unit members by site and by alphabetical order. Such list shall include assignment, home address, telephone number, unless authorized by the individual unit member to be withheld. During the second week of the second semester, a list of new unit members not included in the above list will be provided as above. A fee not less than the cost of preparation will be charged the Association for this service. Such information is required to be confidential.

6.1.9 Board rules and regulations and administrative bulletins shall be made available to unit members at the work site upon request.

6.1.10 Authorized representatives of the Association shall have the right of access to unit members and areas in which unit members work for the purpose of transacting official business, provided that this shall not interfere with or interrupt normal school operations or assigned employee duties.

6.1.11 Authorized representatives of the Association shall notify the administration office at the site immediately upon arrival.

6.1.12 After school hours on the first unit member work day Monday of each month shall be reserved for Association organization.

6.1.13 The Employer shall make every reasonable effort to promptly provide all requested public information to the Association to fulfill its role as the exclusive bargaining representative.

6.1.14 The Association shall have the right to distribute Association materials to all new unit members. The Employer will notify the Association of the date and time of the General Orientation Meeting and upon the Employer's invitation will allow the Association to distribute the Association materials during the meeting.

6.1.15 The designated Association Site Representative shall have time for Association reports and business after the close of the school/site faculty meeting.

6.1.16 The Employer shall provide release time up to five days, with the cost of substitutes to be borne by the Association, for up to three teachers with assigned duties ~~in 12-month positions~~ who are elected to serve as official Association Representatives to the National Education Association Convention.



