

ARTICLE 2

ASSOCIATION RIGHTS

1. The Association agrees that its employees and officials, including, but not limited to, job and field representatives shall have the ability to communicate with members of the bargaining unit about Association business or activities during regular working hours as long as it does not interfere with members' work hours other than duty-free time (scheduled breaks and/or lunch). Such communication shall be limited to times other than the respective unit members' working hours. The District shall grant the Association access to areas in which employees work outside of normal working hours. Prior to contacting the school site supervisor or their designee to arrange an agreed upon time for a visit, CSEA will notify the Personnel Department.
2. Any communication posted on a staff bulletin board, sent through the Board of Education system of distribution, or placed in employee mailboxes, shall include the name of the Association, the date of posting or distributing the notices, and the signature of the responsible officer. A copy shall be forwarded to the Superintendent at the same time.
3. *A written list of Association officials and representatives, including names **and mailing addresses,** shall be furnished to the **Assistant Superintendent of Personnel or designee Board of Education** at least annually, and the Association shall promptly notify the **Assistant Superintendent of Personnel or designee Board of Education** of any interim changes of such officials and representatives.*
4. The District shall allow necessary time off from work without loss of salary or other compensation for members of the Association's negotiating committee, up to six (6) members, ~~and a designated person to take notes on behalf of CSEA~~ when they are functioning as negotiators for the Association in scheduled meetings with the District. Any additional members must be mutually agreed upon by the Association and the District. The Association's negotiating committee shall receive their entire workday in paid status for preparation as part of a full-day negotiations session including preparation.
5. A maximum of seven (7) chapter delegates shall be granted up to a total of thirty-five (35) release days to attend the annual CSEA conference. Delegates shall be the President and six (6) members of the Association or designees of the President. The delegates shall use accrued vacation, compensatory time off, or personal leave without pay beyond thirty-five (35) days with full pay to attend the

said conference. Only delegates in paid status at the time of conference attendance shall be eligible for paid release time, which includes employees assigned to District summer employment at a rate that reflects the current work assignment from which the members are released to attend the conference. The president shall notify the District fourteen (14) days in advance of the names of the employees elected to attend the conference.

6. The ~~District Board of Education within 10 (ten) days within 72 hours shall within a reasonable time~~ preceding ~~its any Board of Education regular any Board of Education~~ meetings ~~(regular and special and emergency)~~ **shall** provide the Association with a copy of its proposed actions on classified personnel **on the same day the agenda is posted to the public. Proposed actions on classified personnel will** to include the following: name, classification, work location, and effective date of each:
 - 6.1. New employee
 - 6.2. Promoted employee
 - 6.3. Reclassified employees
 - 6.4. Laid-off employees, and
 - 6.5. Terminated employee.
7. The Board of Education authorizes the Association to use no more than 1/3 of the total area of each facility's designated official bulletin board(s). Such bulletin board area will be identified by the immediate supervisor of the facility and labeled "CSEA".
8. The Board of Education authorizes the Association to use the Board of Education's buildings and facilities at times other than normal working hours and hours of student instruction as long as the Association submits the appropriate Civic Center Act form to the Community Services Offices of the Board of Education and as long as the use of such buildings and facilities does not interfere with the instructional or activities programs or other Board of Education operations or other previously scheduled activities.
9. The Association may continue lawful use of the District's internal mail system, including classified employee mailboxes and emails, for the distribution of official Association material under the following limitations and conditions:

- 9.1. The materials distributed shall ~~not~~ be solely for the purpose of Association business,
- 9.2. The Superintendent or designee is provided a complete copy of the materials at the time they are deposited in the mail system,
- 9.3. Specific letters, notes, and other communications to individuals or materials solely for the purpose of Association business shall not be distributed unless appropriate postage is affixed,
- 9.4. CSEA reserves the right to access members for the "sole purpose of Association business," which shall be defined as including, but not limited to, (1) internal organizational business or (2) political or ideological activities as defined by applicable labor law.
- 9.5. The Superintendent specifically reserves the right to prohibit the distribution of mail which does not comply with these provisions or with the lawful use of the internal mail system; for purposes of this section, "solely for the purpose of Association business" shall be defined as including, but not limited to, (1) internal organization business or (2) political or ideological activities as defined by applicable labor law. CSEA will provide a copy of the notification to the Superintendent and Personnel Department at least 24 hours in advance.
- 9.6. Mailouts may not exceed one per week except with the prior approval of the Superintendent or designee,
- 9.7. The use of District material and postage is prohibited.
10. A mailbox designated for use of the organization representative shall be provided at each worksite where District mail deliveries are made, and it shall be the responsibility of the representative to distribute organization mail to its members. The deliveries must be made in such a manner as not to interfere with the work activity of any employee.
11. Deductions and/or voluntary deductions from salary warrants for unit members may be authorized by the Board of Education for the following purposes:
 - 11.1. Payment of premiums on group life, accident, health, or disability insurance,
 - 11.2. Payment of shares or obligations to regularly chartered credit unions,

- 11.3. Payment of contributions to any charitable organization for which employees may be solicited during working hours,
- 11.4. Payment of contributions to the Board of Education approved tax-sheltered annuity plan,
- 11.5. Such other deductions as the Board of Education may from time to time authorize.**
12. The Association shall indemnify and hold the District harmless against all suits, claims, or demands arising out of the administration and implementation of this Article.
13. The Association shall have the right to receive, by January 1st of each year, a complete list of unit members by current classification, primary job site, and date of hire. CSEA shall also receive an updated seniority list of unit members if layoffs are contemplated by the District in any classification. A current seniority list of those unit members involved shall be provided at least sixty (60) forty-five (45) calendar days or as otherwise provided for by law, prior to the effective date of layoffs.
14. The "Agreement" shall refer to all Successors, and Reopeners, and Memorandum of Understanding. Within thirty (30) days after ratification by the Board of Education, the District shall transmit a full and complete copy of this agreement, incorporating any and all agreed-upon changes, to the aAssociation for final review and approval. Annually ~~T~~the District shall thereafter post online via the District website a copy of this the agreement with any and all changes within ten (10) business days of the receipt of written notice of the Association's confirmation that the final printed document conforms to all agreements, ~~and, if~~ requested by the Association, a printed/hard copy of this the Agreement shall also be provided to every site/department member of the bargaining unit. Any employee who becomes a member of the bargaining unit after the execution of this the Agreement shall be provided with a copy of this the Agreement with amendments, if any, without charge. New members of the bargaining unit shall be provided with a copy of this the Agreement with amendments, if any, at the time of employment.
15. The District will coordinate a meeting involving CUEA, CSEA, and district representatives to discuss work year calendars. Calendars and designated employee holidays shall be negotiated annually in order for all parties to agree, such that three work years are settled no later than January 31st. No employee holiday may be scheduled on a day when TK-12 students are in session.

15.1 At the same annual meeting where when the work calendars and employee holidays are discussed, a CSEA work schedule and calendar will be created and added to the corresponding as appendix D, reflecting the outcome of this negotiation.

16. No discrimination is permitted on account of CSEA activity. Neither the District nor CSEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of their right to engage or not to engage in lawful CSEA activity.
17. Covina-Valley Unified School District shall treat its classified employees in a professional manner at all times. The District's management shall make every effort to provide a safe environment. All disciplinary actions shall be conducted confidentially.
18. It is understood that we are all professionals, and there shall be a level of mutual respect amongst all of the employees of the Covina-Valley Unified School District.
19. The president of the Association and their designee(s) shall be provided a minimum of twenty five (25) release days for the purpose of accomplishing Association business. Such time will include, but not be limited to, consulting about issues, conferring with employees, and promoting membership. The District shall hire a substitute to release the unit member upon Association request. When practical, the president or designee(s) shall provide their supervisor with at least two days' notice prior to taking release time for Association business. Designees will obtain approval from the President prior to taking release time for Association business.
20. The District will only contract out work normally performed by bargaining unit members that comply with the Education Code. Examples of some exceptions are when an emergency situation exists, timely action is necessary, safety concerns exist, and/or the District does not possess the capacity to perform the work due to lack of equipment or manpower. The District will **make a concerted effort to communicate with the Association 5 (five) business days 7 (seven) business days** prior to the work being scheduled. An emergency is defined as an unforeseen circumstance or combination of circumstances or the resulting state that calls for immediate action.

CSEA to District – 10.24.2025, Revised
CSEA to District – 11.20.2025 at 8.30a
CSEA to District – 12.12.2025 at 8.30a

DO Counter to CSEA – 10.24.2025 at 1:25pm
DO Counter to CSEA – 11.20.2025 at 11:30am
DO Counter to CSEA - 12.12.25 at 10:00am



Angelina Cabrera

Chapter 49 President
California School Employees Association

12.12.2025
Date



Michele Doll

Assistant Superintendent of Personnel Services
Covina-Valley Unified School District

12.12.25
Date



Michelle Ruiz

Labor Relations Representative
California School Employees Association

12/12/25
Date