

Fairfield Suisun Unified Teachers Association (FSUTA)
Proposal to
Fairfield Suisun Unified School District (FSUSD)
Article 6 Organizational Security and Article 18 Assignment and Transfer
April 3, 2019

ARTICLE 6 - ORGANIZATIONAL SECURITY

- 6.1 The District shall withhold from the salary of each member of F-SUTA the dues in the Association (which shall include the dues in CTA and NEA, and the total of which shall be reported to the Assistant Superintendent/Human Resources by August 15 of each year) and shall transmit the funds withheld to the Association as instructed. Once a bargaining unit employee joins the Association, membership may only be discontinued according to the terms and conditions set forth on the authorization form developed by the Association. ~~during the month of September of each year covered by this agreement. Unless discontinued, the member shall remain a member for the duration of this agreement.~~ All deductions shall be made in ten (10) equal installments for the months of September through June. The unpaid balance shall be withheld from the final warrant of members leaving the employment of the District before June 30. This District shall not deduct the dues of any other organization from the salaries of members of this unit but it shall, at the request of any member, deduct payments for insurance, eligible tax-sheltered annuities, credit unions, etc., up to ten (10) deductions.
- 6.2 ~~Any unit member who is not a member of the Fairfield Suisun Unified Teachers Association/CTA/NEA, or does not make application for membership within thirty (30) days from the date of commencement of assigned duties within the bargaining unit, shall become a member of the Association or pay to the Association a representation fee in an amount not to exceed the standard initiation fee, periodic dues and general assessments, payable to the Association (local, state, national) in one lump sum cash payment in the same manner as required for the payment of membership dues provided, however, that the unit member may authorize payroll deduction for such fee in the same manner as provided in Section 6.1 of this article. In the event that a unit member shall not pay such fee directly to the Association, or authorize payment through payroll deduction as provided in Section 6.1, the Association shall so inform the District, and the District shall immediately begin automatic payroll deduction as provided in Education Code Section 45061 and in the same manner as set forth in Section 6.1 of this article. There shall be no charge to the Association for such mandatory agency fee deductions.~~
- 6.3 ~~Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join or financially support Fairfield Suisun Unified Teachers Association/CTA/NEA as a condition of employment, except that such unit member shall pay, in lieu of a service fee, sums equal to such service fee to (1) F-SUTA Scholarship Fund, (2) Assist-a-Grad, (3) F-SUSD Special Account. Such payment shall be made on or before October 30 of each school year.~~

6.4 ~~Proof of payment and a written statement of objective along with verifiable evidence of membership in a religious body whose traditional tenets or teachings object to joining or financially supporting employee organizations, pursuant to Article 6.3 above, shall be made on an annual basis to the Association and District as a condition of continued exemption from the provisions of Sections 6.2 and 6.3 above. Proof of payment shall be in the form of receipts and/or cancelled checks indicating the amount paid, date of payment, and to who payment in lieu of the service fee has been made. Such proof shall be presented on or before October 30 of each school year.~~

6.52 The Association shall provide the District with a list of members who have completed the authorizations developed by the Association. With respect to all sums deducted by the District pursuant to Sections 6.1, ~~6.2 and 6.3~~ above ~~whether~~ for membership dues ~~or~~ agency fee, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members for who such deductions have been made, and indicating any changes in personnel from the list previously furnished.

[New section] The Association and District agree to furnish to each other any information needed to fulfill the provisions of this Article. **The District shall provide the Association with a list of new hires, their position, site assignment and contact information ten (10) calendar days prior to the start of the school work year. For any new hires after the above list is published provided, the District shall provide the above information no later than on or before the date the new hire reports to their site assignment.** The parties agree that membership (adding new members, maintaining current members, or dropping members who complete the process with the Association to do so) is entirely a function of the Association, and no part of this Agreement may interfere with the union membership process.

6.6 ~~Any unit member making payments as set forth in Sections 6.2 and 6.3 above, and who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures. (Move revised language to 9.4.c – see below)~~

6.7 ~~A non-Association unit member may object to the use of any or all of the representation fee as provided in this section and applicable law. The Association shall establish procedures in accordance with the Educational Employment Relations Act, constitutional law, and Chapter 8, Sections 32992 through 32996, of the rules and regulations of the Public Employment Relations Board for (1) notification of non-Association unit members of the amount of representation fees, the basis for their calculation and the procedure for objecting to the use of all or any part of the fee, (2) the filing of financial reports, (3) appealing the amount of the fee, and (4) the placing in escrow of any representation fees in dispute.~~

6.83 Hold Harmless and Indemnity Provision

a. The Association, as defined by this agreement, shall hold the District harmless and shall fully and promptly reimburse the District for reasonable legal fees and costs incurred in responding to or defending against any legal or administrative actions which are actually brought against the District or any of its agents by other

than the Association in connection with the administration or enforcement of any section of this **article agreement pertaining to representation fee.**

- b. Upon notice that the District is going to seek indemnification or to be held harmless under this provision, the Association shall have the right to meet with the District regarding the reasonableness and merit of any suit or action for which the District seeks indemnification and shall attempt to agree whether any such action listed above in Section 6.8.a. shall be compromised, resisted, defended, tried, or appealed.
- c. The Association shall decide and determine whether any such action or proceeding referred to in Section 6.8.a. shall or shall not be compromised, resisted, defended, tried, or appealed as long as the District does not have a distinct and separate legal interest in the matter in dispute.
- d. The District shall not be entitled to be reimbursed for any fees or costs, unless Sections 6.8.b. and 6.8.c. are complied with, and shall not be entitled to such reimbursement when the District's efforts in defending against such action would be duplicative, or when the District is defending a separate and distinct legal interest, or when the District is defending an activity which is arguably subject to criminal liability on the part of any District administrator.

Article 9 Grievance Procedure: Add new section (renumber current sections accordingly):
9.4.c Any unit member who is not a member of the Association who requests that the grievance or arbitration provisions of this agreement be used in his or her behalf, shall be responsible for paying to the Association the reasonable cost of using said grievance or arbitration procedures.

ARTICLE 18 - ASSIGNMENT AND TRANSFER

18.1 Definitions

- a. A transfer is ~~considered to be~~ the movement of a certificated person to a different school.
- b. An assignment is ~~considered to be~~ the position of a certificated person within a school.
- c. A reassignment is a change of position within a school or within the Special Education Department.
- d. A certificated vacancy is an unfilled certificated position.
- e. A day ~~is would be~~ a day the District is open for business, **unless otherwise specifically noted in this article.**

18.2 Procedure for Filling Vacancies-Voluntary Transfer and Reassignment

- a. ~~The Human Resources Office will complete on or before May 1 April 1 of each school year a list of all certificated employees requesting transfer, reassignment, or movement to an administrative vacancy for vacancies occurring after June 1. This list will be confidential information of the Human Resources Office.~~
- b. ~~Prior to April 1 the end of the traditional school year, the Assistant Superintendent/ Human Resources will publish a list of anticipated vacancies for the following school year.~~

- e.a. When a certificated ~~vacancy~~ **position** becomes available, the ~~vacancy~~ **reassignment** will be ~~made known~~ **emailed** to all certificated members assigned to the school. **Within three (3) days of notification, ~~so~~ any unit member assigned to the school may volunteer for the ~~vacancy~~ position.**
 - d. b. Personnel assigned to more than one site, ~~e.g., librarians, P.E. teachers, music teachers, program managers, etc. (except for special education personnel)~~, shall be assigned **a site as home base by October 1 on or before the 20th workday** of each school year ~~a site as home base~~. The site designated would usually be the site at which they are evaluated and/or spend the majority of their time. At the designated site, these personnel would be allowed to interview as in-house candidates provided they are credentialed for the position for which they are interviewing.
- Assignment of staff working at more than one site shall be considered a reassignment under this article.
- e. c. Within three (3) days of notification, any unit member assigned to the school may volunteer for the vacancy. If the principal appoints the volunteer to the vacancy, the vacancy closes.
 - f. d. A description of the vacancy still available after completion of Article 18.2.e.c. shall be **emailed to all unit members and posted on the District web site at all school sites and at the District Office** for a period of five (5) days. ~~During the school vacation periods, all certificated members who have indicated interest in the vacancy through the annual list shall be notified of the opening.~~ It shall be the unit member's responsibility to leave appropriate contact information **including home email and phone number** ~~self-addressed envelopes with the Human Resources Office~~ or to call the designated vacancy telephone number and follow instructions concerning openings
 - g. e. **If the vacancy has only one applicant in district after completion of Article 18.2.e and 18.2.f, the unit member shall be given the voluntary transfer.**
 - g. f. If the vacancy still exists after Article 18.2.f.d. above, the Superintendent or designee may assign a newly-hired person for the vacancy.

18.3 Criteria and Procedures for Involuntary Reassignments and Involuntary Transfers

- c. It is agreed that the District will make involuntary transfers and involuntary reassignments according to the following bands: **Elementary** unit members shall be assigned within ~~Bbands according to credential~~. "Bands" as described herein shall be defined as primary elementary grade levels (TK-3), upper elementary grade levels (4-5), **and middle school elementary grade levels (6-8)**, ~~and~~ **Secondary** middle school levels and high school levels **shall be assigned** according to credential.

18.4 Procedures for Involuntary Transfers

DATE	EVENT
No later than February 1 st	Distribution of updated, revised seniority list. Two copies of the list shall be distributed -- a copy of the seniority list ordered by hire date for the entire unit and ordered by hire date for unit members at each site by site. These lists shall simultaneously be given to the Association. Each site administrator shall make the list available to all unit members at all times during school hours.

	<p>Within ten (10) working days after the seniority list is distributed, unit members who report that their seniority date is incorrect shall inform the District for resolution; District informs FSUTA. Unresolved disputes shall be resolved in a meeting with the District, F-SUTA and the unit member. An updated, revised seniority list will be distributed.</p>
No later than May + April 5	Site administrators develop assignments for upcoming school year, based on student projections at that time and notify unit members whose assignment will be different.
Between May 1 April 5 and May 31 April 15	District identifies and notifies the Association of those sites with anticipated openings of new positions or of excess unit members by no later than May 21 April 15 , and the anticipated number of excess unit members at those sites. Unit members at those sites are notified in writing of the number of anticipated open positions or excess unit members.
ROUND ONE	
Between May 1 April 15 and May 31 April 30	Impacted unit members and voluntarily displaced unit members provided list of current District vacancies with descriptions (Round One List).
Between May 1 April 15 and May 31 April 30	Unit members review list for a minimum of ten (10) five (5) work days.
District and Association mutually agree to the beginning date of Round 1.	Round One: Impacted involuntarily transferred unit members and voluntarily displaced unit members may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
	All unit members, including impacted involuntarily transferred unit members and voluntarily displaced unit members who did not select a vacancy in Round One, may also seek voluntary transfers.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
ROUND TWO	
District and Association mutually agree to the beginning date of Round 2.	Involuntarily transferred impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One provided list of all current District vacancies including ALL vacancies management has become aware of since Round One (Round Two List). Unit members review the list for a minimum of five (5) days.
	All bargaining unit vacancies “frozen” – no vacancies filled during this time period for vacancies for which displaced unit members are qualified (appropriate credential).
No later than June 15 May 15	Impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One may select, in seniority order, vacant positions. Selection to take place at a mutually agreeable location, with F-SUTA representative present.
After the completion of Round 2	District may fill vacancies as per collective bargaining agreement. All unit members, including any involuntarily impacted unit members and voluntarily displaced unit members who did not select a vacancy in Round One or Two may seek voluntary transfers.

After the completion of Round 2	District assigns involuntarily transferred impacted and voluntarily displaced unit members who did not select a vacancy in Round One or Two to positions for which they are credentialed and qualified. Unit members shall be assigned within Bands by seniority. "Bands" are defined in section 18.3.c. above. District and F-SUTA representatives shall be present for this assigning of positions.
After the completion of Round 2	<ol style="list-style-type: none"> 1. If it is determined that positions were not posted or made known to unit members in accordance to these procedures, said position will be able to be filled by displaced teachers on a seniority basis. 2. If the original position of a displaced unit member becomes vacant, the displaced unit member shall be able to return to their original position at their original school site anytime within the next school year.
The Association and the District may adjust any timeline in this involuntary transfer provision by mutual agreement.	

NOTE: (1) As enrollment projections fluctuate or secondary class sections need to be added or deleted, it may be necessary to identify further "impacted unit members" who will then be eligible to select vacancies in Rounds One, Two, etc. **If unit members become displaced after Round Two has been completed, all bargaining unit vacancies for which displaced unit members are qualified (appropriate credential) shall be "frozen" – no vacancies filled until the displaced members have chosen a position (in seniority order) from those currently vacant.**

(2) **Teachers On Special Assignment (TOSA) Curriculum and Instruction Coaches K-12 and Consulting Teachers** positions shall not be filled by using this process (see ~~Appendix Q and Appendix O~~).

~~18.5 Procedure for Filling Vacancies – Voluntary Transfer and Reassignment In Special Education~~

- ~~a. On or before May 1 of each school year, the Special Education Department will complete a list of all certificated employees submitting a written request to the Special Education Department for transfer, reassignment, or movement to an administrative vacancy for permanent full-time vacancies occurring after June 1. This list will be confidential information of the Special Education Department.~~
- ~~b. Special education will notify staff of openings in requested areas as they occur during the summer months. It shall be the unit member's responsibility to leave self-addressed envelopes with the Special Education Department.~~
- ~~c. Prior to the end of the traditional school year, the Assistant Superintendent of Human Resources will publish a list of anticipated special education vacancies for the following school year.~~
- ~~d. Vacancies occurring during the traditional school year in the Special Education Department will be flown throughout the District for five (5) days. Volunteers from the Special Education Department will be interviewed and considered first for such vacancies.~~

18.56 Rights

- a. All unit members may apply and interview for any vacancy for which they are qualified after 18.2.a.e. has been completed. Between the first F-SUTA work day, and April 15, of each year, out-of-district applicants shall only be considered after District staff who have requested transfer or reassignment have been interviewed.
- b. Unit members who have been involuntarily transferred or reassigned shall receive, upon request, a written explanation of the transfer or reassignment from the principal or designee.
- c. Unit members who have requested reassignment or transfer and have been denied have the right to request and receive a specific written explanation of the denial from the Assistant Superintendent/Human Resources or designee within seven (7) days.
- d. Unit members who are involuntarily transferred shall be allowed the daily per diem rate of pay equal to three (3) days.
- e. The District shall provide timely assistance in the moving of the member's materials.
- f. The District shall provide an adequate supply of moving materials (boxes, packing materials, tape, etc)
- g. The District shall assure that unit members have textbooks, materials, bulletin boards, storage units, instructional displays, desks, chairs, and other classroom furniture in accordance with provisions of Article 37, Professional Working Environment.
- h. After notice and confirmation of their new assignment, unit members shall be included in the site decision-making to the same extent as other staff members.