

ARTICLE 4: ORGANIZATIONAL MEMBERSHIP

- 4.1** Any application or authorization of membership in the Temecula Valley Educators Association, CTA/NEA, shall be delivered to and maintained by the Association. The Association shall be responsible for notifying the District of unit members' authorization to deduct unified membership dues, initiation fees and general assessments in the Association. Pursuant to such authorization, the District shall deduct one-tenth (1/10) of such dues from the regular salary warrant of the unit member each month for the ten (10) months September through June. During the months September through June inclusive, any new, canceled or changed authorizations for payroll deductions submitted to the District prior to and including the 15th day of the month shall be applied to that month's pay warrant. Authorizations received after the 15th day of the month shall take effect in the following month. Any authorizations received after the 15th day of the month in June or during the months of July and August shall take effect in September.
- 4.2** Employee requests to cancel or change authorizations for payroll deductions for the Association shall be directed to the Association rather than to the District. The Association shall be responsible for processing these requests. The District shall rely on information provided by the Association regarding whether deductions for the Association were properly canceled or changed.
- 4.3** With respect to all sums deducted by the District pursuant to Section 4.1 above, the District agrees promptly to remit such monies to the Association accompanied by an alphabetical list of unit members including employee identification numbers for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. When dues monies are remitted to the Association and separately to CTA, the District shall notify the Association as in the manner described above for both parties including the amounts remitted to each.
- 4.4** The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.3 of this Article.
- 4.4.1** The Temecula Valley Educators Association shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. The Temecula Valley Educators Association shall bear all costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.
- 4.4.2** The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.4.1 above shall or shall not be compromised, resisted, defended, tried or appealed.
- 4.5** The Association's decision thereon shall be final and binding upon all Parties protected by Section 4.4. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently

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defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

4.6 The Association agrees to furnish any information needed by the District to fulfill the provisions of Section 4.5 of this Article.

4.6.1 The Temecula Valley Educators Association shall indemnify, defend, and hold harmless the District's Board of Education, including each individual School Board Member, and employees, agents, and representatives of the District against any and all claims, demands, suits or other forms of liability; including, but not limited to, wages, damages, judgments, fees, fines, court costs, attorney fees and any back pay, penalties or awards resulting from any court, arbitrator or PERB orders, judgments or settlement which may arise by reason of, or resulting from the operation of this article. The Temecula Valley Educators Association shall bear all costs defending against any and all such claims, demands, suits or other forms of liability; including, but not limited to, court costs, attorney fees and all other costs of litigation.

4.6.2 The Association shall have the exclusive right to decide and determine whether any such action or proceeding referred to in 4.6.1 above shall or shall not be compromised, resisted, defended, tried or appealed.

4.7 The Association's decision thereon shall be final and binding upon all Parties protected by Section 4.6. This paragraph shall not be construed as a waiver on the part of the District, Board of Education, or any individual protected by this Section of any claim against the Association for failing to act in good faith in settling a claim or any failure to competently defend and hold them harmless. Within ten (10) days of proper service of a claim, demand, suit, or other legal action against any protected Party, the District shall inform the Association and provide the Association with copies of any documents received as a result of the legal action. Upon request, the District shall provide the Association's legal counsel with documents and information reasonably related to providing a defense.

4.8 NEW EMPLOYEE ORIENTATIONS

4.8.1 Annual Orientation

The District shall provide written notice of the date, time and location of its annual bargaining unit member orientation by certified or electronic mail, to the Association president and vice president no later than twenty-one (21) calendar days in advance of the annual orientation meeting.

The Association shall be provided sixty (60) minutes of uninterrupted time to communicate with bargaining unit members at the annual new bargaining unit member orientations/onboarding meetings.

The Association will have access to District audio visual equipment for Association presentations.

4.8.2 Ongoing Orientations

The District will provide the Association President (or designee--funded through TVEA) with as much notice as practicable in advance of ongoing orientations that occur throughout the year.

The Association President (or designee—funded through TVEA), who is released from duty pursuant to Article 2 of the Collective Bargaining

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Agreement, may attend the ongoing new hire orientation and speak with members for thirty (30) minutes.

4.9 EMPLOYEE INFORMATION

4.9.1 The following new bargaining unit member information shall be delivered to the Association president in an Excel file and hard copy, sorted by seniority date, no later than 30 days after the date of hire:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. Work Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full Time Equivalent (FTE) status
10. Position Description
11. Employee ID

4.9.2 In addition, by September 1st, January 1st, and May 1st of each school year, District shall deliver to the Association president the following information in an Excel file and hard copy, for all bargaining unit members:

1. Name
2. Home Address
3. Phone Numbers – work, home and cellular
4. Personal (non-District) Email Addresses
5. Work Site
6. Grade Level/Assignment
7. Date of Hire
8. Seniority Date
9. Full Time Equivalent (FTE) status
10. Position Description
11. Employee ID
12. An indication of any Unit Members on Leave of Absence
13. An indication of whether the District is deducting dues for membership