

ARTICLE IV

UTLA RIGHTS

1.0 Access: Any authorized UTLA representative shall have the right of reasonable access to District facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at a work site, the representative shall first report to the office of the site administrator and state the intended purpose and length of visit. The representative may contact employees during duty free lunch periods, before and after employees' hours of service or when the employee is not engaged in duties. The representatives shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: UTLA shall have the right to post notices UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use at each work site where employees are assigned.

3.0 Distribution of Material: Pursuant to United States Postal laws, the school mail is not available for distribution of UTLA material. Material or literature distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of the law.

4.0 Released Time for Negotiations: Up to seven negotiating team employee representatives designated by UTLA shall be released from duty with no loss of pay or benefits for the purpose of attending negotiation meetings with the District pursuant to Article II, Section 1.0. UTLA and the District may agree that additional employees shall receive such released time.

5.0 Organizational Leave: A maximum of seven elected officers of UTLA shall, upon request of both UTLA and the employee, be placed on leave of absence for a period of one semester or more.

6.0 Released Time at UTLA Expense: In minimizing the disruption to school sites, upon reasonable advanced notice of three work days prior to the first day of the scheduled release, with the understanding that sufficient advanced notice of two weeks is required to process releases for twenty or more employees. UTLA may request the release of designated employees from their regular duties with no loss of pay for the purpose of attending to UTLA matters, with the expense of the substitute or replacement to be borne by UTLA. Such releases shall be submitted to the Office of Labor Relations for processing. Such released time shall be limited to 25 days per year for any individual employee. If the site administrator objects to the release of any particular employee based upon instructional needs, the matter shall be referred to the Office of Labor Relations and UTLA for resolution. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the District at the base rate for substitutes (see Article XIX) or at the average teachers' rate for replacement teachers; such time will be taken in increments of

Article IV – UTLA Rights

not less than one-half day. The parties agree that UTLA will remit all outstanding release reimbursements to the District within 90 days from ratification of this Agreement.

7.0 Exclusivity: UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.

8.0 UTLA Chapter Chairpersons: At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair (see also Section 8.3). At the school sites the UTLA Chapter Chair is the exclusive local representative of the faculty in matters relating to enforcement and administration of the Agreement between UTLA and the District. The Chapter Chair shall also be the official on-site representative of UTLA in contract enforcement matters and as such shall have the following rights:

a. Upon request of an employee, have the right to represent the employee in grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X-A, Section 3.0 e.

b. When an employee reports an injury or assault and files the required written report, the site administrator shall notify the Chapter Chair of the reported injury unless the employee requests that the matter not be so disclosed.

c. Be permitted reasonable use of the school telephone for local calls involving representation matters, so long as such use does not interfere with normal office business at the location;

d. Have the exclusive right to coordinate UTLA meetings, which may be held in school buildings at times before or after the school day or during employees' duty free lunch period, subject to availability of facilities and provided that there is no interference with other scheduled duties or events. Administration shall not schedule required meetings of employees after school on Wednesday in order to avoid conflict with UTLA meetings, except in compelling circumstances or when a majority of the affected employees consent.

e. Have the exclusive right to initial and date any official notices to be posted on the UTLA site bulletin board;

f. Have the right, subject to reasonable advance administrative approval, to make appropriate brief announcements, via the school bulletin and/or public address system, of UTLA-related meetings, special

Article IV – UTLA Rights

events, in-service/staff development, and the like. Such use of the public address system shall be limited to the time before or after student hours. The above rights do not encompass advocacy material of any nature, or statements covering inappropriate topics (e.g., personnel matters, grievances, collective bargaining, or personalities).

g. Have the right to inspect non-exempt public records maintained at the work site which relate to administration of this Agreement, and shall have the right to receive, upon request and within a reasonable time not to exceed 5 working days, a copy of up to 50 pages of such documents at no cost each school year. If the documents do not relate to contract administration, the cost of copies shall be borne by the Chapter Chair.

h. Have the right, upon prior request and at reasonable intervals on non-classroom teaching time, to meet with the site administrator to discuss contract enforcement matters, safety matters, or any other matters related to the operation of the school;

i. Have the right to propose agenda items for faculty meetings. The Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

j. While there are not to be any negotiations at the site level (such activity being limited to the designated representatives of the Board of Education and UTLA), when faculty views are sought by the site administrator with respect to subject matters which fall within the scope of negotiations under the Educational Employment Relations Act, the UTLA Chapter Chair is to be treated as the sole representative of the faculty;

k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair; and

l. Have the rights set forth in Article XXVII - Shared Decision Making.

m. Have the right to provide input to the site administrator regarding the process used for the selection of certificated teaching staff at the school-site.

Article IV – UTLA Rights

8.1 Released Time for Chapter Chairs:

a. Released time from ~~non-~~instructional duties shall be provided to a Chapter Chair if the following conditions are met:

- 1) A proposed plan of neutral cost to the District is submitted by the Chapter Chair to the principal in the spring prior to finalizing the master schedule for the fall semester of the following school year. The plan shall include, at a minimum, the specific teachers, whose workload will be directly affected by the operation of the plan, and the plan shall be in alignment with required staffing certifications and class size norms.
- 2) A secret ballot election of the faculty shall be conducted by the principal and a teacher designated by the Chapter Chair, with the issue to be determined being whether a specific released time plan proposed by the Chapter Chair should be approved. The Chapter Chair participates as a voting member during the faculty vote.
- 3) ~~The proposed plan is to provide for the Chapter Chair 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 homeroom teacher duties. In addition, Chapter chairpersons at elementary schools shall be released from instructional duties when certificated itinerant music, art, P.E. teachers, etc., take the chapter chairperson's class for instruction, as applicable and when in the normal rotation of services.~~
- 4) At the secondary level, release time from instructional duties is limited to one instructional period daily.

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

- ~~(4) Such release is limited at the secondary level to one instructional period daily, and at the elementary level to an established shared instructional period (Physical Education or Music); and~~
- (2 5) 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.

Article IV – UTLA Rights

~~c~~ **b.** 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 Chapter Chair is designated. The Chapter Chair may be assigned duties during this released time, in emergency situations.

d. Site-based eight hour chapter chairperson may, with prior approval of the site administrator and when their duties reasonably permit, alter their work schedule by reporting to work not to exceed 30 minutes early, and leaving work not to exceed a corresponding 30 minutes early, for the purpose of attending UTLA Area and House meetings.

8.2 With regard to local site decisions which are reflected in the following documents forwarded to ~~Local District~~ **Region** or central District offices: local school budgets under the purview of committees on which UTLA members are eligible to participate, changes in daily school schedules, school-based waiver applications, and school conversions, the following procedures shall apply:

a. During the budget development process, a school-based budget training and access to school-site budget allocations shall be provided to the Chapter Chair.

~~a~~ **b.** Written disclosure to the faculty of the proposed plan or change, with at least seven (7) days of review time provided prior to the documents being submitted to the ~~Local District~~ **Region** or central District offices, except in emergencies;

~~b~~ **c.** Upon request of the Chapter Chair, the site administrator shall consult with the Chapter Chair regarding the content of the document;

~~e~~ **d.** The document(s) shall include space for the Chapter Chair to sign, indicating whether the procedures set forth in a. and b. above have been followed;

~~d~~ **e.** The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty.

Article IV – UTLA Rights

8.3 Itinerant Chapter Chairs

a. The District shall recognize one Chapter Chair for each ~~Local District~~ **Region**, or similar governance structure, for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech and Language Pathologists, Occupational & Physical Therapists. ~~and Visual and Performing Arts (VAPA) educators.~~

b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.

c. The District shall recognize one (1) Chapter Chair District-wide for each of the other itinerant employment categories.

d. UTLA shall annually provide written notification to the District Office of Labor Relations identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.

e. For any District-wide or ~~Local District~~ **Region**-wide meeting convened by the District for itinerant employees or Substitute employees, a representative Itinerant Chapter Chair or Substitute Chapter Chair shall have the right to propose agenda items for such meetings. One representative Itinerant Chapter Chair or Substitute Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length.

f. The District shall recognize one Arts itinerant for the disciplines of Dance, Music, Theatre, and Visual Arts, for a total of four Districtwide.

Activities of these Chapter Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d. In accordance with Section 6.0 of this Article, UTLA-paid released time shall be provided to all Itinerant Chapter Chairs identified in Sections a, b and c above for member representation purposes, as needed.

9.0 Committee Appointments: If the District decides that unit members are to be invited to serve on any District-wide committee, it shall notify UTLA and specify the background and experience required. UTLA shall then have the right to designate one-half of such employee representatives, and to replace those appointees.

Article IV – UTLA Rights

a. Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are District-wide or ~~Local District~~ **Region**-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.

b. UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.

c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and unit members assigned to the committee as part of their regular assigned jobs, the latter shall be counted toward the District's appointing authority under section b above.

d. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.

10.0 Meetings: Participants in any administrative Region-wide or District-wide meetings of employee representatives other than UTLA designates, called or sponsored by the District, shall not discuss interpretations of the Agreement, proposed changes to the Agreement, or alleged violations of the Agreement.

11.0 Recruiting Table: The District shall provide UTLA space for a recruiting table adjacent to the central Personnel Office at a location which is readily accessible to employment applicants and new hires, subject to Fire Marshal directives.

12.0 Consultation Rights: The District shall, upon request of the President of UTLA, or designee, meet and consult with UTLA regarding the subject matters specified in Government Code Section 3543.2. Also, with regard to the development by the District (Central or ~~Local District~~ **Region**) of new or revised student assessment systems, or changes in instruments or frequency of assessment, the District shall during the design and deliberation stages give UTLA written notice of its intentions and plans, and include UTLA as one of the principal participating stakeholders in such process. In addition, UTLA may itself initiate consultations with the District regarding such matters.