## **ARTICLE V**

## **ASSOCIATION RIGHTS**

- A. The Association shall have the right to use school equipment, buildings, and facilities without charge subject to conditions governing Civic Center usage.
- B. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by members of the unit.
- C. Authorized representatives of the Association shall be permitted to transact official Association business on school property at times other than during hours of duty.
  - 1. By September 1 of each year, the Association shall provide the District with the names of authorized representatives.
  - 2. Association representatives shall report to the principal or his/her designee upon initial entrance on site to provide identification.
  - 3. District and other site meetings, including in-service meetings, scheduled on Tuesdays shall be concluded no later than 3:00 p.m. so as not to interfere with Association meetings.
- D. The Association may use the District mail service and employee mailboxes for communication to its members.
- E. The District and the Association shall not discriminate against any employee on the basis of membership in an employee organization or participation in the activities of an employee organization.
- F. Names, address, and telephone numbers of employees, as provided to the District, and employment status, shall be provided without cost to the Association no later than October 15 and March 1 of each school year. Upon request, the Superintendent agrees to discuss with the Association President, the feasibility of publishing a District Directory, which would include school site and employee assignments.
- G. As soon as practical, and no later than October 30, the Superintendent shall provide the Association with a list of names of all employees who have been transferred. The list shall designate whether the transfer is employee or District initiated, the site the employee vacated, and the site to which the employee transferred.
- H. The District, upon request of the Association to the Superintendent, shall furnish the Association with public information that is relevant to the Association's role as the exclusive bargaining representative. The information requested shall be provided within five (5) working days of receipt of the request. Information shall include two (2) copies of county and state required reports, copies of budget reports and other public information. The District retains the right to charge for its costs of reproduction in excess of two (2) copies.
- 1. Not later than November 1, the Board shall furnish the Association with the placement of employees on the salary schedule as of October 1.

## J. <u>Association Leave</u>

- The Association President will have release time up to one hundred percent (100%) of his/her contract consistent with a two-year term of office. The cost of the release time borne by the Association shall be equivalent of a teacher on Step 1, Class 1 on the salary schedule to include health and welfare benefits costs for that salary/employee, but not statutory benefits.
  - The District shall pay the release time officer's salary and fringe benefits at rates in accordance with the existing collective bargaining agreement between the Association and the District. The Association President shall be eligible for salary advancement and reclassification during the release period. The Association shall reimburse the District for all salary and benefits associated with any release time. The District shall make all STRS contributions as if the President were serving in his/her regular assignment. The President shall also maintain his/her seniority and shall accrue sick leave in the same manner as all other bargaining unit members.
  - a. The Association shall notify the district in writing by April 15 of each year of the Association's intent to utilize the release time as outlined in this section. Such notification shall consist of the President submitting a leave

- of absence request form to the Assistant Superintendent of Human Resources.
- b. If the request is for a 100% leave, the President shall be released for a two-year term and upon completion of that year shall be placed in a comparable position, school, and grade level (depending upon vacancies) upon returning to his/her classroom assignment. The returning teacher shall have priority consideration as stated in Article XIII E.5 for positions open throughout the district for which he/she is qualified.
- 2. Annually the Association shall be credited with a total of fifteen (15) days of release time to be used by employees who are representatives of the Association, such use to be for local, state, or national meetings of the Association.
- 3. Up to 30 additional days of release time may be purchased by the Association on an as-needed basis at the daily rate of substitute pay. The Association will strive to use not more than five (5) days by any one person.
- 4. Association representatives shall be released from school duties upon two (2) days advance notification to the Superintendent or his/her designee by the Association President.
- 5. Release time with substitute cost provided shall be granted for up to three (3) Association representatives to attend Public Employee Relations Board (PERB) hearings pertaining to EEEA/EUSD issues.
- K. The District shall meet and consult with the Association pursuant to the items specified in Government Code Section 3543.2.