

ARTICLE 5. EMPLOYEE ORGANIZATION RIGHTS

Section 5.1: USE OF DISTRICT FACILITIES

The Association shall have the right to reasonable use of school buildings and facilities upon reasonable notice by the Association to the District. Every unit member will be provided a mail box.

Section 5.2: BULLETIN BOARDS

The District will make available one bulletin board at each site for Association use in a location mutually approved by the principal and the Association. The Association may provide additional bulletin boards by mutual agreement with the site administrator. Bulletin boards will be placed in areas which are not normally used by students and public, but where unit members congregate.

Section 5.3: ACCESS TO DISTRICT PREMISES

Authorized officials and staff of the Association, not assigned to the site, shall be granted access to district premises for the purposes of administration of this Agreement, for the processing of grievances, and for conduct of appropriate association business under the following conditions:

- 5.3.1. Visits to unit members for the purpose of conducting official association business shall be confined to non-working hours. For unit members on a six (6) hour, thirty five (35) minute workday, non-working hours are defined as before and after the assigned hours of work and during lunch periods. When the on-site workday includes a designated rest break, the rest break shall be considered non-working time.
- 5.3.2. The principal or department head, or his/her designee, shall be notified immediately upon arrival of the association staff representative and prior to the conduct of association business.
- 5.3.3. Visits to unit members for the purpose of processing grievances may be made during working hours by prearrangement with the principal or department head. The principal or department head shall provide areas for such grievance processing. Such visits shall be scheduled at a time which will not interfere unreasonably with the operation of the District's business and will comply with notice rights stated in Section 5.3.2.
- 5.3.4. Visits shall be conducted in appropriate rooms, areas, or work locations not impinging on the work or privacy of other employees, and the location shall be determined by mutual agreement between the designated association representative and principal or department head, or designee. The District shall make every reasonable effort to provide a convenient and appropriate location suitable for the purpose of the association staff representative's business.
- 5.3.5. When mutually agreed between the Association and the Human Resource Services Division, matters of common concern to the Association and the District may be discussed with unit members at appropriate times and places on school sites or in district departments.
- 5.3.6. Authorized officials and staff of the Association, not assigned to the site, may conduct official association business with principals and department heads at any time which is mutually agreed.

- 5.3.7. In the event that there are problems or concerns with the Association's access to district premises, either on the part of the District or the Association, these issues shall be brought to the Contract Administration Committee for resolution.

Section 5.4: ASSOCIATION LEAVE

- 5.4.1. Upon request of the Association, the District will grant one (1) unpaid leave of absence to a member of the Association. This leave will be for two (2) years. Upon request of the Association, this leave shall be extended for two (2) years.
- 5.4.2. The Association may request additional days of unpaid, released time for members of the bargaining unit.
- 5.4.3. The Association shall have an unlimited number of workdays per fiscal year (July 1 - June 30) of leave to use for association business. However, the number of days used by an individual unit member for association business cannot exceed ten (10) days. The Association will reimburse the District for the cost of each visiting teacher's salary. In the event that there are problems or concerns with the implementation of association leaves, either by the District or the Association, these issues shall be brought to the Contract Administration Committee for resolution.
- 5.4.4. The length and time of the leave shall be by mutual agreement of the Association and the division head, Human Resource Services Division, in consultation with the site supervisor.
- 5.4.5. The Association shall submit written requests for all such leave sufficiently in advance of the request to ensure that consultation/notification can take place with the site and provisions made for visiting teacher coverage.
- 5.4.6. Summer school unit members elected as NEA delegates may attend scheduled activities if unit members find a qualified visiting teacher to replace them. Absences for such activities shall not exceed five (5) workdays.

Section 5.5: BARGAINING UNIT NAME/ADDRESS LISTS

The District will provide the Association with names and addresses of all unit members in alphabetical order within cost center no later than October 15 each year. Available addresses and telephone numbers will be provided in those cases where privacy has not been requested. These lists shall be updated and forwarded to the Association, without cost, on a monthly basis, October through June. The District will supply the Association with an alphabetical list of the available names and addresses of unit members no later than September 15 of each school year.

Section 5.6: ASSOCIATION REPRESENTATIVES

The Association shall designate, in writing, one (1) association representative and one (1) official alternate for each work location.

- 5.6.1. The Parties agree that the association representatives shall have the following responsibilities:
- 5.6.1.1. To represent the Association at the site, center, or program to the site administrator or supervisor.

- 5.6.1.2. To conduct association business on the school site, center, or program at reasonable and appropriate times and places.
- 5.6.2. The principal or immediate supervisor of each site, center, or program which employs unit members shall meet upon request with the official association representative to discuss questions relating to the implementation of this Contract. These meetings shall be at a time mutually agreed upon within the representative's regular, on-site workday, but not during instructional time.
- 5.6.3. The Parties agree that the association representative shall have the right to reasonable use of the District's phones and other means of communication as available for the purpose of communicating with respect to matters of District-Association business. The use of these machines should not disrupt the work of site staff and shall be cost neutral.
- 5.6.4. In recognition of the workload of the association representative, the site administrator and the association representative will mutually develop an annual collaborative plan to support successfully meeting the requirements of the association representative's responsibilities in the administration of this Agreement within existing site resources. The plan will be reviewed with the unit members at the site for input and discussion. When mutually developing the plan, the site administrator will take into consideration specific site needs and the association representative will consider unit member needs.
- 5.6.5. The District and the Association believe that effective labor relations between the Parties, especially at the site level, are critical in supporting and enhancing the instructional program. An effective relationship between the site administrator and the association representative is essential in furthering this goal. Therefore, the District and the Association agree to plan and sponsor appropriate collaborative training opportunities such as new contract orientation, shared decisionmaking implementation, and performance evaluation training jointly attended by the site administrator and the association representative throughout the term of this Agreement.
- 5.6.6. Copies of District circulars and other materials which have an impact on the bargaining unit, including vacancy and post and bid announcements, shall be addressed to the association representative. Principals will make site budget information available to the association representative upon request. Problems concerning the implementation of this Section shall be referred to the Labor Relations Department for resolution.
- 5.6.7. The Parties will encourage resolution of disputes between the association representative and the site administrator at the site level. When the association representative and/or the site administrator believe that effective problem-solving is not occurring, either party may request that the appropriate division head and the association president, or their designees, assist them in resolving the issue(s).

Section 5.7: COMMITTEE REPRESENTATIVES

The Association shall be responsible for appointing or electing representatives to committees charged with making decisions or recommendations which affect the terms and conditions of employment of unit members covered under this Agreement. Excluded from this provision are committees that are advisory in nature only.

Section 5.8: ASSOCIATION MEETINGS

- 5.8.1. At the request of the Association, two (2) Wednesdays per month shall be reserved for association meetings. Exceptions may be made when mutually agreed. The Association shall notify the Human Resource Services Division of the selected dates prior to the first day of school each year.
- 5.8.2. On one (1) day per month, upon mutual agreement between the principal and association representative, an association site meeting may be held. Meetings shall not conflict with instructional or supervisory duties.
- 5.8.3. Districtwide programs which elect association representatives such as Speech-Language Pathologists, Counselors, School Nurses, or School Psychologists shall be entitled to conduct association meetings of reasonable duration immediately prior to or upon the conclusion of job-alike meetings called by the District.

Section 5.9: RELEASE TIME FOR ASSOCIATION MEETINGS

Unit members serving as delegates to the Representative Council of the Association, or as members of the Association's Board of Directors, or as members and/or alternates of the Association's bargaining team, shall be allowed to leave their respective buildings as soon as their responsibilities related to the health and welfare of the children are completed on those days when meetings of the Representative Council and the Board of Directors are regularly scheduled. The District shall release Child Development Center and Extended Day Magnet teachers who are elected to the Association's Representative Council or Board of Directors in order to represent their constituents at these meetings by providing visiting teacher coverage, rearranging schedules, compensating another unit member providing coverage at the pro rata rate, or other appropriate action.

Section 5.10: OFFICIAL REPRESENTATIVE LIST

The Association agrees to provide the division head, Human Resource Services Division, with a list of council representatives and their alternates, officially-designated association representatives and their alternates, association bargaining team members and their alternates, and board of directors members by name and location as soon as possible following the commencement of the school year and any subsequent changes. Recognition will be granted only to those persons whose names appear on the most recent official list supplied by the Association. The Association shall provide the District with a schedule of meetings of Council Representatives and Board of Directors by September 15 each year.

Section 5.11: SALARY SCHEDULE PLACEMENT SUMMARY

Not later than November 25, the District shall furnish the Association with a numerical summary of the placement of personnel on the respective bargaining unit salary schedules as of mid-October.

Section 5.12: DISTRICT BUDGETS

The District will give the Association two (2) copies of the planning and final budgets annually.

Section 5.13: ASSOCIATION REPORTS AND ANNOUNCEMENTS

After the close of faculty meetings, the Association shall be given the opportunity to present reports and announcements.