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# TENTATIVE AGREEMENT

## ECRA/UTLA

February 24, 2016

### ARTICLE IV - UTLA RIGHTS

- 4.1 **Access:** Any authorized UTLA representative shall have the right of reasonable access to ECRA facilities, including teacher mailboxes, for the purpose of contacting employees and transacting UTLA matters. Upon arriving at the 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.
- 4.2 **Bulletin Boards:** UTLA shall have the right to post notices of UTLA official matters on a bulletin board or a section of a bulletin board established for UTLA's exclusive use.
- 4.3 **Distribution of Material:** Pursuant to United States Postal laws, the School mail ~~and email~~ is not available for distribution of UTLA material. Material or literature, including email, distributed or posted by UTLA to employees shall be dated and shall not be defamatory, obscene, or violative of law.
- 4.4 **Released Time for Negotiations:** Up to five (5) 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 ECRA. UTLA and ECRA may agree that additional employees shall receive such release time.
- 4.5 **Organizational Leave:** A maximum of one (1) elected officer 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. UTLA shall fully reimburse ECRA for all costs, including but not limited to full salary, benefits, and retirement contributions, expended on behalf of the employee.
- 4.6 **Released Time at UTLA Expense:** 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 released time shall be limited to twenty-five (25) days per year. The site administrator may in his or her discretion deny the release of any particular employee based upon instructional needs. When staff are assigned in place of teachers absent on UTLA business, UTLA will reimburse the School at the base rate for substitutes or at the average teachers' rate for replacement teachers; such time will be taken in increments of not less than one-half day.
- 4.7 **Exclusivity:** UTLA and its authorized representatives shall be the exclusive representative of the employees in contract enforcement matters.
- 4.8 **UTLA Chapter Chairpersons:** UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair and one to serve as Co-Chair. To facilitate communication, he/she shall meet together with the site

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administrator whenever reasonably possible. 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 ECRA. 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 and in meetings relating to discipline as provided in this Agreement.
- 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 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 five (5) working days, a copy of up to fifty (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 designated Chapter Chair shall also have the right to make appropriate brief announcements within the first forty-five (45) minutes of such meetings or at least fifteen (15)

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

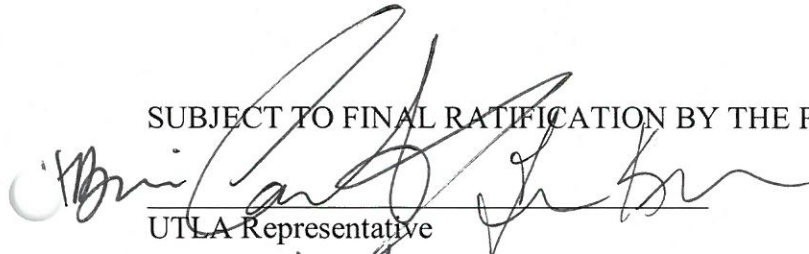
4.8.1 **UTLA Chair Release Time:** The ECRA Chapter Chair shall be granted up to two (2) paid release periods per semester for the purpose of conducting association business, and may delegate one (1) such period to the Co-Chair for such purpose. If the resulting class size in an affected department exceeds an average of thirty-five (35) students, approval by the affected department is required for each release period. Approval will be decided by a majority vote of the teachers of the affected department(s).

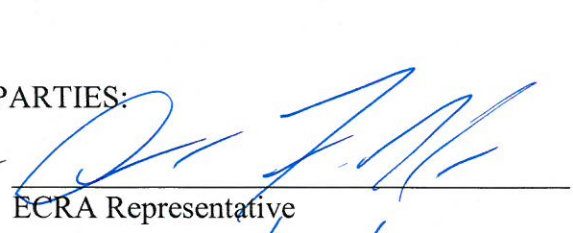
4.9 **Committee Appointments:** If ECRA decides that unit members are to be invited to serve on any School-wide committee, such appointments and related committee conditions are governed by the terms of the approved ECRA charter, any applicable bylaws or laws.

4.10 **List of Employees:** Annually, or upon reasonable request, ECRA shall provide to UTLA, via electronic format, a current list of names, employee numbers, job titles, addresses, telephone numbers, work location, salaries, and status (probationary or permanent) of all employees covered by this Agreement. This list will also include all employees newly hired into the bargaining unit during the preceding year and all bargaining unit employees who have separated during the preceding year.

4.11 **Consultation Rights:** ECRA shall meet and consult with UTLA on all subject matters specified in Government Code Section 35342.

SUBJECT TO FINAL RATIFICATION BY THE PARTIES:

  
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 UTLA Representative  
 Date: 2/24/16

  
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 ECRA Representative  
 Date: 2/24/16

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