

## ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS

- 5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable State Laws and Regulations. The PARTIES recognize the right of unit members to join and participate in the legal activities of the ASSOCIATION, and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.
- 5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:
- 5.2.1 ~~RIGHT OF ACCESS.~~ **ACCESS TO EMPLOYEE WORK AREA.** Authorized A reasonable number of ASSOCIATION representatives shall have the right to of access to the areas in which bargaining unit members work during non-duty hours, such as lunch and rest periods, provided there is no undue interference with DISTRICT operations. at reasonable times for the purpose of contacting bargaining unit members and transacting ASSOCIATION business, provided such business or activity does not interfere with the school programs and/or duties of bargaining unit members and other DISTRICT employees. Upon arriving at a work site, any such representative shall first report to the office of the appropriate management person to announce their presence and state the purpose for their visit and the bargaining unit members they intend to contact.
- 5.2.2 **COMMUNICATION WITH MEMBERS.** Authorized The ASSOCIATION representatives shall have the right to reasonable use of ASSOCIATION may use boards, mailboxes, and other means of communication subject to reasonable regulations by the DISTRICT. Prior to posting on bulletin boards, a copy of the communication shall be furnished to the DISTRICT. All terms to be posted shall bear the date of posting and the name and authorization of the ASSOCIATION and shall be removed by the ASSOCIATION when applicability ceases. located at the Police Station, including the use of official POA bulletin boards without charge, provided that all postings for bulletin boards or items for school mailboxes contain the name of the person and organization responsible for its promulgation. In the event the ASSOCIATION does not identify a specific individual for receipt of such material, the material shall be placed in an area frequented by ASSOCIATION members.
- 5.2.3 **USE OF DISTRICT FACILITIES.** Authorized The ASSOCIATION representatives shall have the right to use designated DISTRICT facilities, equipment and buildings at reasonable times during non-duty hours, providing provided that

~~advance permission is secured from such use does not interfere with the school programs and/or duties of bargaining unit members and other DISTRICT employees. Requests for the use of facilities shall be submitted in advance to the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor/or designee.~~

5.2.4 **COPIES OF THE CONTRACT.** The DISTRICT shall maintain this Agreement on the DISTRICT'S website in order to provide access to all employees.

5.2.5 **FINANCIAL INFORMATION.** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to finances which are relevant to the representation of the bargaining unit, after adoption by the Board of Trustees.

~~5.2.6 **BOARD AGENDA.** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.~~

5.2.7 **PAID RELEASE TIME.** All requests for ASSOCIATION release time in this Article require the ASSOCIATION to provide written notice to the Chief of Police and the Vice-Chancellor of Human Resources via email no less than ten (10) days in advance, when possible, prior to the requested release time.

5.2.7.1 **RELEASE TIME FOR ASSOCIATION BUSINESS.** The President of the ASSOCIATION or designee shall be granted one-hundred (100) hours of paid release time per fiscal year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining unit members other than the President to use portions of this allocation. ~~5.2.7.1~~ The DISTRICT shall provide the ASSOCIATION the following release time to unit members **subject to the following requirements:**

~~a. A written notice must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.~~

~~b. a. Any hours beyond the one-hundred (100) hours requires approval of the DISTRICT and will require the unit member to use their personal leave(s) for those hours.~~

~~c. b. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons. [moved from 5.7.2.4]~~

~~d. c. Any hours used by unit members as Presidential ASSOCIATION Paid Release Time shall be noted as "PART" on the unit member's work report.~~

5.2.7.2 Release time for statutory representational time, such as negotiations, mediation, disciplinary meetings and attendance at grievance hearings shall not be charged against time as described in 5.2.7.1 above.

5.2.7.3 Individual unit members may not use more than five (5) ASSOCIATION leave days per calendar fiscal year.

5.2.7.4 The DISTRICT shall allow two (2) ~~duly-elected~~ ASSOCIATION members ~~delegates~~ paid time off to take a maximum of five (5) days, if necessary, to attend POA Leadership Training sponsored by Peace Officer Research Association of California (PORAC) Legal Defense Fund (LDF) Panel Attorneys. The days for this training shall not count against the maximum number of hours as described above. Out of state training/travel must receive specific approval from the Chancellor/or designee. ~~Additionally, at least 10 business days' notice to the Chief of Police is required, and the Chief will have the discretion to restrict attendance for safety/shift coverage reasons.~~ The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements:

~~5.2.7.5 Requests for ASSOCIATION. Leave must be presented to the Vice Chancellor of Human Resources and Police Services Division by 10 a.m. three (3) business days in advance of leave. Business day is defined as a day during which the District office is open to the public for business.~~

- a. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons. [moved from 5.7.2.4]
- b. Any hours used by unit members as Leadership Training Paid Release Time shall be noted as "LRT" on the unit member's work report.

**5.2.7.5 RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements: ~~An authorized ASSOCIATION officer or representative shall be released from their regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.~~

- a. An authorized ASSOCIATION officer or representative shall be released from their regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours. [moved from 5.7.2.5]

- b. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons. [moved from 5.7.2.4]
- c. Any hours used by unit members as Release Time for Grievance Processing shall be noted as “GGRT” [refer to existing code] on the unit member’s work report.
- d. ~~For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.~~

**5.2.7.6 RELEASE TIME FOR NEGOTIATIONS PROCESSING.** The ASSOCIATION shall have the right to designate two (2) ~~employees~~ **unit members** who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. **In addition, each ASSOCIATION negotiations unit member will receive reasonable time for travel to and from the negotiations site and shall receive five (5) hours per week to work on proposals and/or counterproposals, not to include travel and scheduled break times. Additional time may be requested through the Vice Chancellor of Human Resources. The Chapter President ASSOCIATION may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT. The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements:**

- a. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons. [moved from 5.7.2.4]
- b. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as “GNRT” [refer to existing code] on the unit member’s work report.
- c. ~~For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such release.~~

**5.2.7.7 RELEASE TIME FOR NEW HIRE EMPLOYEE ORIENTATION.** Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on POA membership at new-hire employee orientations. When possible, an ASSOCIATION representative(s) will be designated by the President to attend the DISTRICT scheduled orientation to be conducted. **The DISTRICT shall provide the ASSOCIATION this release time subject to the following requirements:**

- a. The Chief of Police will have the discretion to restrict attendance for safety/shift coverage reasons. [moved from 5.7.2.4]
- b. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as “CRT” “NEO” on the unit member’s work report.
- ~~e. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, when possible, prior to such.~~