

ARTICLE III

ASSOCIATION RIGHTS

Authorized representatives of the Association shall have the right to transact official Association business on school property in accordance with District Facilities Use Policies and only when it does not interfere with the school program or duties of the Bargaining Unit Members.

The Association shall have the right to use District facilities and related equipment in accordance with District Facilities Use Policies for Association meetings outside established work hours.

The Association shall have the right to use District facilities in accordance with District Facilities Use Policies during work hours when: (a) Association authorized representative secures advance permission from the site administrator for such use within established work hours (such permission shall not be unreasonably withheld); (b) Association meetings do not interfere with the school program or duties of bargaining unit members; (c) Association meetings do not interfere with the rights of bargaining unit members to refrain from listening to or speaking with Association representatives. The association shall have the right to the reasonable use of the District internal mail services and mail boxes so long as such use does not violate the U.S. postal service monopoly. The Association shall have the sole right to post and remove notices of activities and matters of Association concern on Association bulletin boards, one of which shall be provided by the District at each school site in an area frequented by Bargaining Unit Members.

Upon request, at least ten (10) calendar days prior, the District shall place on the agenda for any regular Board meeting an item for BTA public communication, so long as such agenda item does not violate the privacy interests of individuals and conforms with the Brown Act and the Education Employment Relations Act (EERA). The Association shall have the right to address unit members at appropriate times before or after faculty meetings.

~~New Employee Orientation:~~ **New Certificated Staff Orientation**

All new certificated staff will have three additional work days added to their calendar, during their first year of Employment to participate in three days of orientation. The days will be scheduled before the fall professional development days and will be compensated at the employees daily per diem. If a new employee begins after the school year begins, the employee will attend the three-day orientation the following school year.

~~—The District shall conduct a new employee orientation each school year. A new employee orientation is defined as the onboarding process of a newly hired certificated employee (within the first school year of their regular employment) in which an employee is advised of their employment status, rights, benefits, duties and responsibilities, and any other employment related matters.~~

During ~~any summer day-long~~ the three-day orientation, the Association shall have the exclusive use of the hour following the lunch period (one hour per day for the first two days only) ~~in the event orientation were to exceed one day~~. In the event, this orientation was less than four (4) hours in a given day, the Association shall have the exclusive use of the last thirty (30) minutes. In addition, the Association shall have the ability to invite new certificated employees to a voluntary unpaid lunch event off District premises during the lunch period.

During the school year and following summer orientations, if the District hires certificated employees, the District will ~~hold a monthly orientation (not to exceed four hours), and the Association will be entitled to the exclusive use of the final thirty (30) minutes of the orientation.~~ include a union membership packet with their new hire packet and invite the union president to any orientation that may occur. A new employee orientation is defined as the onboarding process of a newly hired certificated employee (within the first school year of their regular employment) in which an

employee is advised of their employment status, rights, benefits, duties and responsibilities, and any other employment related matters.

BTA will be notified of the dates and times of each new employee orientation. Notification shall occur a minimum of ten (10) days prior to any new employee orientation. By mutual agreement this timeline may be shortened, but in no event will the Association be given less than three (3) days' notice.

Sharing Employee Information:

Prior to each new employee orientation, the District shall provide the Association with a list of new hires invited to attend. Within thirty (30) days, the District shall provide the Association with the names, job title(s), departments, work sites, and if on file with the District, the home and personal cellular phone numbers, personal email addresses on file with the district, and home addresses of newly hired employees.

At the following times of year: the first calendared work day in September, the first calendared work day in January, the first calendared work day in May, the District shall provide the Association with updated lists of employees with the names, date of hire, job title(s), departments, work sites, and if on file with the District, the home and personal cellular phone numbers, personal email addresses, and home addresses of employees. When so requested by the Association, these lists shall be provided at other times and shall be provided in a timely manner.

The District, upon request by the Association, agrees to furnish, to the Association, all available public information concerning financial resources and professional staffing. Other than as specifically set forth in this agreement, the District shall not be obliged to provide any information or documents other than as regularly prepared in the ordinary course of business.

Whenever the District forms, revises, or dissolves any committee involving members from more

than one site, on which a Bargaining Unit Member may be selected to serve, the Association shall be notified. The District shall supply, without delay, a copy of the communication announcing such information, revision, or dissolution of the committee. Such communication shall be supplied to the BTA. President before any nomination or response shall be expected from the Association. When forming or revising the committee, the titles of District representatives serving on the committee, if known at the time, shall be made known.

Throughout the term of this Agreement, the District's record of all such committees, reflecting current membership and the name of the administrator servicing the committee, shall be accessible to the Association President and/or to his/her designee. ~~The Association President and its representative shall have a maximum of twenty-four (24) school days of leave during the year to utilize for local, state, or national conferences or conducting other business pertinent to~~

~~Association affairs, including contract maintenance and grievance processing, provided one (1) day's notice be given to the Superintendent prior to said leaves(s). No other Association member shall use more than ten (10) days during any contract year. These representatives shall be excused upon one (1) day's advance notification to the Superintendent by the Association President. Substitute costs of above leave shall be timely reimbursed to the employer by the Association. Under EERA 3543.1 (c) leave for negotiating, negotiation planning, and processing grievances shall have the right to have reasonable periods of release time without loss of compensation; in addition to the twenty-four (24) days of association leave.~~

Union Release Time:

~~The Association President During tenure of office the Association President shall be granted full-time release to perform Association-related duties. The release time will be paid for by District. Upon expiration of the term(s) of office, the President will, if possible, be returned to his/her previous position, or otherwise be afforded first choice of any available teaching positions for which he/she is qualified. The association president and ~~it's~~ its representative(s) shall be allowed without cost to the Association, up to thirty (30) person days per person of released time for purposes of conducting Association business to utilize for local, state, or national conferences or conducting other business pertinent to association affairs, including contract maintenance and grievance processing. **When possible**, these representatives shall provide~~

~~—upon one (1) three (3) day's advance notification to the Superintendent Human Resources by the Association President via AESOP the substitute platform system. Under~~

~~—EERA 3543.1 (c) leave for negotiating, negotiation planning, and processing grievances shall have~~

~~—the right to have reasonable periods of release time without loss of compensation, in addition to the~~

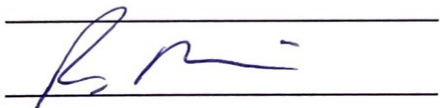
~~—twenty-four (24) thirty (30) days of association leave.~~

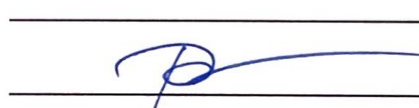
—In the event any union release time or substitute teacher cost is reimbursable from any agency, the association shall submit the appropriate documents to the Human Resources office.

No leave shall be authorized or requested for the purpose of planning, participating or encouraging strikes, boycotting, or work stoppages within the employer's jurisdiction. The Association shall have the exclusive right to represent members of the Bargaining Unit. The Association shall have the right to consult with the District on the definition of educational objectives, the determination of the content of courses and curriculum, staff development, methods of student evaluation, and the selection of textbooks. The composition of the consulting group representing the Bargaining Unit Members shall be determined by the Association, but shall not exceed four (4) Bargaining Unit Members. The meetings will be of mutual agreement. A district wide staff development needs assessment survey shall be distributed to Bargaining Unit members prior to May first of each year. Survey results shall be used collaboratively to plan staff development at district and/or site levels.

Date: 5/27/2022

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Mr. Randy Robinson
Lead Negotiator
Banning Teachers' Association (BTA)

Mr. Terrence Davis
Superintendent
Banning Unified School District