

UNITED TEACHERS LOS ANGELES
Bargaining Proposal
May 4, 2017

ARTICLE IV

UTLA RIGHTS

8.0 UTLA Chapter Chairpersons: At each work location to which employees are assigned, UTLA shall have the right to designate, pursuant to its own procedures, one employee to serve as the UTLA Chapter Chair (see also Section 8.3). In year-round schools UTLA may also designate one employee to serve as Chapter Chair during the periods of time when the Chapter Chair is off-track. To facilitate communication, they shall meet together with the site administrator whenever reasonably possible. At the school sites 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 the District. 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 all meetings related to employee working conditions, including but not limited to grievance meetings and meetings potentially resulting in discipline, as defined by the Educational Employment Relations Act. ~~grievance meetings as expressly provided in Article V, Section 2.0, and in meetings relating to discipline as expressly provided in Article X, Section 11.0 e.~~
- 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;

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- 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 5 working days, a copy of up to 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 Chapter Chair shall also have the right to make appropriate brief announcements within the first 45 minutes of such meetings or at least 15 minutes prior to the end of the meeting if such meeting is less than an hour in length. Itinerant Chapter Chairs and Substitute Chapter Chairs shall have the same rights described above for any District-wide or Local District-wide meetings convened by the District for itinerant employees and Substitute employees.
- 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 Education 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;
- k. Prior to finalizing changes in bell schedules, the site administrator shall consult with the Chapter Chair; and
- l. Have the rights set forth in Article XXVII - Shared Decision Making and School-Based Management.

8.2 With regard to local site decisions which are reflected in documents forwarded to regional Local District or central District offices (e.g., ~~Chapter 4~~ local school budgets, changes in daily school schedules, waiver applications, and ~~changes in school calendar such as year-round school plans~~ school conversions) the following minimum procedures shall apply:

- a. Written disclosure to the faculty of the proposed plan or change, with at least ten (10) five (5) days of review time provided, prior to the documents being submitted to Local District or central District offices except in emergencies;
- b. Upon request, the Chapter Chair site administrator shall have the right to meet and consult with the administrator Chapter Chair regarding the content of the document(s), prior to the documents being submitted to Local District or central District offices;
- c. If the document provides for a faculty signature, The document(s) shall include space for the Chapter Chair or designee of the Chapter Chair to sign, indicating whether the procedures set forth in a. and b. above have been followed shall determine whether the document will be signed;
- d. The Chapter Chair shall have the right to submit a written position, dissent, or comments to the administrator. The administrator shall attach this statement to all copies of the official document being forwarded to the appropriate office.

Exempt from the above procedures are personal matters, confidential matters, and other matters, which do not generally involve changes in the basic working conditions of the entire faculty.

The procedures described above are the minimum requirements for Chapter Chair and bargaining unit member input on local site decisions which are reflected in documents forwarded to regional Local District or central District offices. Additional procedures may be required for more specific local school site decisions.

8.3 Itinerant Chapter Chairs

~~The District shall recognize one Chapter Chairs District-wide for each major employment category which is non-school based (one each for School Psychologists, PSA Counselors, Nurses, Itinerant Special Education personnel, Non-Public School personnel and one for all other miscellaneous classifications combined). Substitutes shall have three Chapter Chairs, one for each of the three (3) calling areas. Activities of these new Chairs will be limited to non-site matters. Site-based issues will continue to fall under the purview of the school site Chapter Chair. Any released time for these non-school based Chapter Chairs will be in accordance with Article IV, Section 8.1d.~~

- a. The District shall recognize up to eight (8) Chapter Chairs District-wide for each of the following: School Psychologists, PSA Counselors, Psychiatric Social Workers, Nurses, Speech & Language Pathologists, Occupational & Physical Therapists, Secondary Counselors, and VAPA educators.
- b. The District shall recognize up to six (6) Chapter Chairs for Substitutes.
- c. The District shall recognize one (1) Chapter Chair District-wide for each of the other itinerant employment categories.

- d. UTLA shall annually provide written notification to the District Labor Relations Department identifying the bargaining unit members serving in itinerant and Substitute Chapter Chair positions.

9.0 Committee Appointments: If the District decides that unit members are to be invited to serve on any District-wide or Local District-wide committee, it shall notify UTLA and specify the background and experience required. UTLA shall then have the right to ~~designate one-half of such employee~~ appoint and/or replace all bargaining unit representatives, ~~and to replace those appointees.~~

- a. ~~Except as otherwise provided in this agreement, if the District decides that unit members are to be invited to serve on any committees (described below) that are District-wide or Local District-wide in scope and subject matter, it shall notify UTLA and specify the background and experience required for the committee.~~
- b. ~~UTLA shall then have the right to designate one-half of such unit members, and to replace those appointees, and the District shall have the right to designate (and replace) one-half of such unit members. Unit members who are appointed to a committee by the District, rather than UTLA, are not to be considered authorized representatives for UTLA.~~
- c. These committee appointment provisions apply only to: (i) unit member service on an advisory group (whether labeled committee, task force, focus group or other); and (ii) to committee service outside of the employee's regular job duties. However, ~~if the committee includes a combination of unit members invited to serve outside their regular assigned jobs, and the District shall have the right to assign bargaining unit members assigned to the~~ a committee as part of their regular assigned jobs, but such assignments shall not be considered the same as a UTLA appointment and bargaining unit members assigned to a committee shall not be considered a UTLA representative for purposes of the committee, the latter shall be counted toward the District's appointing authority under section b above.
- d. These committee appointment provisions do not apply to operational working groups whose activities are part of each of the group members' regular assigned jobs.