

FTA Counter Proposal January 31, 2017 Fresno Unified School District Proposal to Fresno Teachers Association

Article 3 – Association Rights

Modify Article 3 as follows:

1. The Association and its members shall have the right to make reasonable use of District buildings and equipment facilities when not otherwise in use, and during non-student contact time for Association business.

~~1.1 The Association shall pay a reasonable fee for additional expenses related to utilities, security, clean-up and any unusual wear or damages for the Association's or members' use of District buildings and equipment facilities.~~

2. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, at least one of which shall be provided in each school building in areas frequented by teachers. The Association may use the District mail service and teacher mailboxes for communication to teachers. It is understood that copies of all such information that is of a general nature shall be simultaneously routed to the Superintendent's Office. It is also understood that all published information of a general nature from the District, pertinent to members of the teacher unit, shall also be forwarded immediately to the Association Office.

~~2.1 The Association shall not post or distribute information electronically or otherwise which is knowingly derogatory or defamatory of the District or its personnel. Any material which is deemed by the District to be derogatory or defamatory may be removed immediately from the bulletin board(s) and/or teacher mailboxes by the District designee.~~

~~2.2 The Association shall not use the District mail service and teacher mailboxes to distribute partisan political campaign materials.~~

3. Authorized representatives of the Association shall be permitted, via prior scheduling clearance with the principal, to transact official Association business on school property, including site visits by authorized representatives of the Association, during non-teaching duty times (before and after the eight (8) hour work day and during lunch, in accordance with the following provisions:

- 3.1 Bargaining unit members shall not attend Association meetings at the beginning of the day later than ten minutes prior to the beginning of their morning classes.

- 3.2 Bargaining unit members shall not attend Association meetings at the end of the day until ten minutes after their last regularly scheduled classes are dismissed, or 4:00 p.m., whichever is earlier.

- 3.3 Utilization of non-teaching duty time for Association meetings shall be reasonable so as to avoid unnecessary frequency. The District will endeavor to shall not interfere with the Association's ability to carry out meetings pertinent to its function

of exclusive representative.

4. A "President's Leave" shall be granted to the President of the Association in conformance with Section 44987 of the California Education Code. Such leave will be granted for the term of office, and, upon reelection, an additional term. At the expiration of the leave, the teacher shall be returned to the position filled by the teacher when such leave was granted, unless the position was abolished or the teacher agrees to waive the return rights. The President shall be considered a member of the bargaining unit and as such will maintain all rights and benefits for the period of the leave. The Association shall reimburse the District for all salary/benefit costs that constitute the District's total obligation of employee expenses for the individual serving as Association President.
5. Names, addresses and telephone numbers of all District staff (who voluntarily provide such information to the District) shall be provided without cost to the Association and its members as soon as possible after the information is available to the District.
6. The District will furnish the Association such information as is necessary to allow the Association to carry out its function as exclusive representative. Such information readily available will be furnished at no cost to the Association. **This information is to include, but is not limited to, all electronic and digital data generated, utilized and produced by the district's databases.** If such information requires personnel or materials costs beyond normal procedure, the cost will be documented and the Association may be billed. The District will furnish all information that the ~~District-Association~~ deems will contribute to better communications between the District, the Association and the bargaining unit members, **including, but not limited to, access to all contact data for previous retirees, student achievement data, unit member retention, etc. The District will supply the Association with the requested documents within 15 business days of request.**
7. The Association shall be provided an account of ~~one hundred thirty-five (135)~~ **four hundred forty-five (445)** teaching days of substitute pay annually which persons designated by the Association may utilize for meeting and negotiating, processing grievances, participating in affiliate committees and workshops, or any other purpose directly concerned with the Association fulfilling its function as exclusive representative. **Any days unused in the first year shall be carried over for the second year. Any days unused in the second year shall be carried over into the third year. The association shall never lose unused days. If the Association exceeds the one hundred thirty five (135) teaching days of substitute pay for the purposes set forth in this section, the Association shall pay the full cost of the substitute(s) and members total compensation for those days in excess of one hundred and thirty five (135). Any days unused in the first year shall be carried over for the second year. Any days unused in the second year shall be carried over into the third year. This shall not be so construed to have first year unused days carried over into the third year. Five business days prior to the first day of school, the Association shall provide the District with the names of unit members who are authorized to use the release time provided in this section. The Association shall seek approval for such release time at least five (5) business days in advance of the request for release time. No individual employee shall be released for more than 12 days per year, except for the purpose of negotiating with the District. These days shall not be used to plan or engage in concerted activities or political campaigning for the support or defeat of any ballot measure or political candidate (Education Code section 7054).**
8. Association faculty representatives and executive board members shall be released from their schools to attend Association Representative Council meetings at 3:15 p.m., or after their last class is excused, whichever is later. Utilization of non-teaching duty time for Association Representative Council meetings shall be reasonable so as to avoid unnecessary frequency.

9. The district shall provide electronic copies of all staff PL and site meeting schedules, including changes to schedules, to the Association on a monthly basis.

10. The Association shall have the ability to take out up to 10 bargaining unit members per year on release-time leave to help conduct association business. At the expiration of the leave, the unit member shall be returned to the position filled by the unit member when such leave was granted. Release-time members shall be considered members of the bargaining unit and as such will maintain all rights and benefits for the period of the leave. The Association shall reimburse the District for all salary/benefit costs that constitute the District's total obligation of employee expenses for the individual/s serving on release-time.