

## ARTICLE IV

### LASPA RIGHTS

1.0 Access: Any authorized LASPA representative shall have the right of reasonable access to District facilities for the purpose of contacting employees and transacting matters. Upon arriving at a work 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 representative shall not interrupt any employee's duties or assignments.

2.0 Bulletin Boards: LASPA shall have the right to post notices of LASPA official matters on a bulletin board or a section of a bulletin board at each work site where employees are assigned.

3.0 Released Time for Negotiations: No more than three (3) negotiating team employee representatives designated by LASPA shall be released from duty with no loss of pay for the purpose of attending negotiation meetings with the District pursuant to this Agreement. LASPA and the District may agree that additional employees shall receive such released time.

4.0 LASPA shall be provided quarterly a listing of employees in the unit, including name, employee number, class code and title, work location, and mailing address.

5.0 LASPA Representative: LASPA will have the right to designate, pursuant to its own procedures, up to four (4) unit employees to serve as LASPA's representatives. LASPA shall inform the Office of Staff Relations in writing of each employee so designated. LASPA's representative shall have the right to:

- a. Represent another employee, upon request, in a grievance meeting as expressly provided for in Article V, Section 2.1 (Grievance Procedures).
- b. On his/her own time coordinate LASPA meetings, which may be held on the work site during unpaid time for any employee in attendance, subject to availability of facilities and provided that there is no interference with other scheduled duties or events;
- c. Post, initial, and date official LASPA notices on a bulletin board designated by the site administrator for such purposes; and

## Article IV -- LASPA Rights

d. Report to the appropriate administrator upon discovery and without delay any unsafe or unsanitary conditions at the work site.

6.0 Release Time Bank: An employee may voluntarily contribute any earned compensatory or benefit time, subject to the provisions of this Section, to a separate Release Time Bank to be maintained by the District and thereby waive his/her right to the usage of, or payment for, such compensatory or benefit time. Such irrevocable contributions shall be in hourly increments and shall be made on a signed District form submitted to the designated payroll clerk during the payroll period in which the time is earned. LASPA shall have the right, upon request, to be informed as to the balance of hours in the Release Time Bank. For purposes of this Article, for non-sworn employees, "compensatory or benefit time" shall include only earned vacation, and shall be contributed on the basis that each hour of vacation shall equal a one-half (1/2) hour contribution to the Release Time Bank. For sworn employees, "compensatory or benefit time" shall include earned vacation, and compensatory time accrued for holidays which fall on the employee's regular day off.

In addition to the voluntary contributions of earned compensatory and benefit time referenced above, the District shall transfer four (4) hours from each sworn employee's Fourth of July holiday pay to the Release Time Bank.

6.1 The Office of Staff Relations shall be informed in writing each school year as to the names of thirteen (13) employees designated by LASPA, pursuant to its own procedures, who shall be eligible to draw against the Release Time Bank. Up to three (3) designated employees at any one time may then use any contributed compensatory time-off in order to be released from duty without loss of pay to conduct official LASPA business, provided, however, that such usage does not conflict with the operations of the District. Such usage shall be in hourly increments of no less than one (1) hour. Exceptions may be made in the sole discretion of the District.

6.2 Use of the Release Time Bank shall be subject to at least two (2) days advance written notification on a District form to be submitted to the Chief Officer or his designee. Such notification shall include the reason(s) and estimated length of the requested release time. The Chief Officer may deny the request if it is contrary to the intent of this Section in which case the designated employee shall be informed as to the specific reason for such denial. The decision of the Chief Officer in such cases shall be final.

6.3 A status report shall be provided to LASPA every three (3) months as to the balance of hours in the Release Time Bank, once the information becomes available on-line through a computerized data retrieval system. Until the information is available on-line through a computerized data retrieval system, the information will be provide to LASPA every six (6) months.

## Article IV -- LASPA Rights

7.0 Release Time for District-Sponsored Committees or Meetings: When LASPA is requested by the District to designate an employee to attend or participate in a District-sponsored committee or meeting, one designated employee shall be given reasonable released time with no loss of pay to attend. Unless otherwise agreed to, expense of attending such meetings shall be borne by LASPA or the employee. Employees are expected to report to work before or after attendance, if practical. Additional employees may be released upon approval of the Assistant Chief, Support Services.

7.1 To minimize the impact on School Police operations, LASPA shall, whenever feasible, designate either an off-duty employee or a non-District individual to attend such meetings. To the extent that released time is needed, the supervisor and the employee shall make every effort, where practical, to modify the employee's work schedule so as to minimize the amount of released time required for attendance.

7.2 The parties understand that the immediate needs of the School Police Department may, at any given time, prevent the release of a particular employee, in which case LASPA will be advised and may designate another employee to attend.

8.0 Pursuant to and consistent with the provisions of California Education Code Section 45210, the District shall, upon request of the LASPA, grant the LASPA President 100% release time for a period of not less than one fiscal year, with the LASPA to timely reimburse the District for the full costs of such a release (including the costs of salary, health and welfare benefits and all other forms of compensation costs to the District) pursuant to the terms of Section 45210. Nothing in this Section 8.0 shall limit LASPA's rights under Education Code Section 45210.

8.1 The LASPA shall provide the above-referenced reimbursement to the District in the form of timely cash payment, but may augment that payment with the dollar value of release time from the LASPA Release Time Bank, based upon the dollar value of those hours calculated upon the donating officer's hourly rate.

9.0 The District agrees to provide to new regular employees in the unit at the time they are processed materials containing accurate information about LASPA which materials LASPA furnishes to the District for such dissemination.