

## ARTICLE 5

### ASSOCIATION RIGHTS

5.1 Association Director: The term "Association Director" as used in this Article refers to one (1) employee on each campus who has been designated in writing as the Director of the campus Association or their designee.

5.2 Association President: The term "Association President" as used in this Article refers to one (1) employee who has been designated in writing as the President of the Association. The Association President will receive full-time Association leave from their campus position. An employee on such a leave shall continue to earn service credit and retirement credit and shall have the right to return to his/her former position upon expiration of the Association leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.

While on full time Association leave, the Association President will continue to receive his or her base salary and all P.O.S.T. Certification Stipends pursuant to Articles 21.21 to 21.22 and Special Assignment Stipends pursuant to Articles 21.23 to 21.27. The Association President will not be eligible to work overtime pursuant to 13.12 -13.16 or otherwise engage in operational activities while on full time Association leave. To compensate the Association President for loss of the opportunity to earn overtime compensation, the base salary of the Association President shall be increased by two-steps pursuant to the salary schedule of the CBA for the period that they are on the full-time Association leave. The Association President shall be eligible to test for promotional opportunities while on full-time Association leave. When returning to active duty after the full time Association release ends the SUPA President's base salary will be reduced by the two step increase provided during the Association leave.

5.3 Association Representative: The term "Association Representative" as used in this Article refers to an employee of the Association or other representative of the Association who has been designated in writing as an official representative of the Association.

- 5.4 The Association Director shall have the authority to represent employees on the campus at which the Association Director is designated only in matters related to the investigation and presentation of grievances in accordance with the provisions of this Agreement. The Association Director may request to meet with the Chief of Police to discuss bargaining unit issues related to the implementation of this Agreement. The Association Director shall not have the authority to represent the Association in any statewide matters.
- 5.5 The Association President and the Association Representative may visit the CSU campuses to speak with bargaining unit employees during those employees' rest periods, lunch periods, or before or after their scheduled workshifts only. Rest periods may be taken at the beginning or end of a work period for this purpose subject to work needs. Prior to any visit, the Association President or Association Representative shall give notice to the Campus Police Chief of any such visit, unless the President or Representative is visiting their home campus. Notice shall include the identity of the visitor, the time of the visit, and the areas to be visited. Upon arrival on the campus, the Association President or Association Representative shall make his/her presence and destination known to the Campus Police Chief. Under no circumstances shall the Association President or Association Representative interfere with the work of an employee.
- 5.6 The Association President and the Association Representative may request to meet with management and/or supervisory employees on matters related to the investigation and presentation of grievances in accordance with the provisions of this Agreement and/or on bargaining unit issues related to the implementation of this Agreement. Prior to any such visit, the Association President and the Association Representative shall request an appointment and shall specify the reason(s) for such visit. Such requests for a meeting under this provision should not be denied unreasonably by the campus.
- 5.7 Except as provided for in Provision 5.8 below and in Article 7, Grievance Procedure, all Association activity shall be limited to rest periods, lunch periods, or before or after scheduled workshifts only. Rest periods may be taken at the beginning or end of a work period for the purpose of engaging in such Association activity subject to work needs.
- 5.8 A reasonable number of employees designated by the Association as Negotiation Committee Members shall be granted reasonable periods of release time for participating in meet and confer sessions. The CSU shall not be required to grant

release time to more than six (6) employees at any one time. Where leave is requested for more than one (1) employee at an individual campus, then reasonable release time shall be granted unless to do so would impact the operational needs of the campus. Where release time is denied for operational needs, the campus shall provide a written reason for the denial. Release time shall not include any compensation beyond an employee's straight-time rate of pay. Requests for release time shall be made well in advance of the negotiating sessions and shall be made directly to the Office of the Chancellor. Such requests shall include the employee's name, campus, classification, date(s) to be released, and the hours the employee is scheduled to work on the respective day(s).

- 5.9 Upon change the Association shall provide the Office of the Chancellor a written list with the names of the Association Directors, the Association President, Negotiating Committee Members, and Association Representatives who are officially authorized to represent the Association.
- 5.10 The CSU shall upon ratification, and annually on July 1 thereafter, credit 1500 hours into the Association Time Bank. Only the Association President may authorize use of the Association Time Bank.
- 5.11 The Association Time Bank may be used by any Association Representative as authorized by the Association President on notice to the relevant Chief of Police of not less than twenty-one (21) days. Subject to the operational needs of the campus the request shall be granted. Campuses shall waive the requirement for at least 21 days' notice in situations where:
- a. The underlying reason for requesting the leave only became known to the Association within 21 days of the requested leave date(s), and
  - b. There was no unreasonable delay on the part of the Association in making the request once they had such knowledge, and
  - c. The operational needs of the campus can be met.

In all other instances campuses may waive the requirement for at least 21 days' notice at the Chief's discretion.

The Association Time Bank time shall be used on an hour for hour basis unless the operational needs of the campus make it impractical for leave to be granted in a period of less than one (1) day. Where release time is denied on the basis of operational needs, the campus shall provide a written reason for the denial.

5.12 An employee on such a leave shall continue to earn service credit, retirement credit. An employee on such a leave shall have the right to return to his/her former position upon expiration of the leave. Such a leave shall not constitute a break in the employee's continuous service for the purpose of salary adjustments, sick leave, vacation or seniority.

5.13 The CSU shall be reimbursed by the Association for all the compensation paid to the employee in respect of such leave used in excess of the Association Time Bank. Reimbursement of salary by the Association shall be at the top step salary rate for a Police Officer, or at the actual salary rate, whichever is lower.

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