



32 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in one (1)  
33 hour increments to be designated as "chargeable release time". Notice will be provided to the  
34 user's supervisor prior to use on the District approved form bearing the signature of the CSEA  
35 President or their designee.

36 Additionally, the District shall grant CSEA two hours of release time for the CSEA Safety  
37 Committee Chair to prepare for the CSEA Safety Committee meetings. Such release time shall  
38 be granted only for each meeting actually held. Maximum release time for a fiscal year shall be  
39 twenty-four (24) hours.

40 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting of  
41 notices to employees in the unit. Any such posting shall be on official CSEA letterhead, or  
42 otherwise prepared in a manner to indicate that they are authorized and approved by CSEA.  
43 CSEA shall have the right to use inter-district mail, employee mailboxes, e-mail, and the  
44 incidental or occasional use of Fax machines for the purpose of official communications bearing  
45 the CSEA designation. CSEA shall have access to reproduction equipment and/or services  
46 subject to CSEA reimbursing the District for any costs incurred.

47 4.6 The District shall release one employee at no loss of pay for up to five days for the purpose of  
48 attending the CSEA annual conference. The District is entitled to ten (10) working days' notice of  
49 the CSEA designee.

50 4.7 The District shall release one designated CSEA officer or steward from duty for the purpose of  
51 grievance meetings, disciplinary meetings and evaluation appeal meetings as the employee's  
52 representative. All release time use shall be noticed to and coordinated with the Director, Facilities  
53 and Construction Services or their designee prior to use on the District approved form. Meetings  
54 will be rescheduled to accommodate District needs.

55 4.8 All bargaining unit members shall have the right to adjust their lunch period for the purpose of  
56 attending the monthly CSEA meeting. All bargaining unit members shall be released from duty up  
57 to one hour for the purpose of attending a contract ratification meeting. These release times and  
58 hours adjustments shall be granted only if the meeting falls within the employee's working hours  
59 and if the time is consistent with and not conflicting with District needs as determined by  
60 scheduling with the Director, Facilities and Construction Services or their designee. All release  
61 time in this section shall be accounted for on the District approved form.

62 4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable release  
63 time under Section 4.4 of this article. The parties will review those records and will review the  
64 current amount of CSEA chargeable release time at the end of that year. The District shall be

65 entitled to reimbursement for release time exceeding the limits set forth in Section 4.4.

66 4.10 As used herein "working day" means days on which the District Administrative Offices are open  
67 for business. Non-Instructional days indicated as "campus closure" dates on the Academic  
68 Calendar shall not necessarily be considered non-work days.

69 4.11 Contracting Out

70 The District shall not contract out or assign persons who are not bargaining unit employees any  
71 work, including overtime work, or any work normally performed by bargaining unit employees  
72 except as permitted pursuant to California Education Code 88003 and 88003.1. ~~except as~~  
73 ~~permitted pursuant to California Education Code 88003 and 88003.1.~~

74 **No supervisory or management employee shall perform work exclusively within the**  
75 **bargaining unit where such work directly and substantially results in the layoff or**  
76 **reduction of regularly scheduled hours of a bargaining unit employee.**

77 ~~This Section does not apply to: (a) emergencies or work necessary to protect health, safety, or~~  
78 ~~operations; (b) training, demonstration, evaluation, or oversight of bargaining unit work; (c)~~  
79 ~~temporary absences, vacancies, or active recruitments; (d) incidental, intermittent, or de minimis~~  
80 ~~work performed in the ordinary course of supervisory duties; (e) work also within the supervisor's~~  
81 ~~or manager's own job description, or historically performed by both classifications; (f) pilot~~  
82 ~~programs, short-term projects, or work involving new technology or processes prior to~~  
83 ~~classification assignment; and (g) work performed by confidential, short-term, substitute, student,~~  
84 ~~or volunteer employees as authorized by law.~~

85 **Nothing in this Section limits the District's rights under EERA, the Education Code, or**  
86 **Article 5 (District Rights).**

87

88 4.12 New Employee Orientation

89 The District shall provide new employee orientation to all new hires, after Board approval. CSEA  
90 shall have the right to attend and present during the orientation. The employees shall remain on  
91 paid time during CSEA's presentation and shall be required to attend CSEA's section.

92 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the end of  
93 orientation. The District shall provide one (1) hour of paid release time for two CSEA  
94 representatives, to be chosen by CSEA president or designee. Said release time shall not be

95 counted against the total release time contained elsewhere in the collective bargaining  
96 agreement. The CSEA Labor Relations Representative may also attend the orientation.

97 The District shall include the CSEA membership application in any employee orientation packet of  
98 District materials provided to any newly hired employee in the bargaining unit. CSEA shall provide  
99 the copies of the CSEA membership packet to the District for distribution.

100 4.13 Bargaining Unit Information

101 The District shall provide the CSEA with contact information for unit members as a list of the  
102 following information, with each field in its own column, for all bargaining unit members within five  
103 (5) days of the last payroll date of September, January, and May as follows:

- 104 a. First Name;
- 105 b. Middle initial;
- 106 c. Last name;
- 107 d. Suffix (e.g., Jr., III);
- 108 e. Preferred name;
- 109 f. Job Title;
- 110 g. Department;
- 111 h. Primary worksite name;
- 112 i. Work telephone number;
- 113 j. Work Extension;
- 114 k. Home Street addresses (incl. apartment #);
- 115 l. Mailing address (if different);
- 116 m. City;
- 117 n. State;
- 118 o. ZIP Code (5 or 9 digits);
- 119 p. Home telephone number (10 digits) (if available);
- 120 q. Personal cellular telephone number (10 digits) (if available);
- 121 r. Personal email address of the employee (if available);
- 122 s. Hire date.

123  
124 In lieu of providing the information above in the form of a list, the District may meet this obligation  
125 by providing CSEA access to a secure electronic site within which the above information is  
126 available. Names, addresses, and telephone numbers will be provided only in those cases where  
127 privacy has not been requested.

128 The District shall provide a list of the names and information described above for all newly hired  
129 employees within the bargaining unit within five (5) days of the last payroll of the month in which  
130 they were hired.

131 4.14 Artificial Intelligence and New Technologies in the Workplace

132 The District and CSEA affirm that the responsible introduction of technology must  
133 protect employee rights, ensure transparency, preserve privacy, and uphold fair working

134 conditions. This policy establishes a balanced framework that supports innovation while  
135 safeguarding the dignity and security of all District employees.

136 **4.15** Definition of Technology

137 The term “technology” includes, but is not limited to: all forms of automation; robotics;  
138 artificial intelligence; large language models; information technology (software and  
139 hardware); augmented or virtual reality; electronic devices and equipment such as  
140 phones, cameras, computers, tablets, listening devices, GPS, or any monitoring systems  
141 that replace, alter, improve, track, monitor, or evaluate the type or manner of work  
142 performed by employees.

143 **4.16** Right to Disconnect

144 CSEA bargaining unit members have the right to disconnect from Employer-owned  
145 technology outside of regular work hours, including when personal devices are used to  
146 access District systems. Employees shall not be disciplined for failing to respond outside  
147 of their scheduled hours unless authorized and compensated in accordance with the  
148 collective bargaining agreement.

149 This Section does not apply to employees in on-call status, standby assignments, or  
150 emergency response roles, or to communications regarding emergencies or urgent  
151 operational matters.

152 **4.17** Advance Notice and Impact Bargaining

153 ~~Facilities management~~ The District shall provide CSEA reasonable notice before  
154 introducing, expanding, or modifying any technology or surveillance systems—including  
155 but not limited to cameras, GPS, RFID, biometric scanners and facial recognition, that  
156 would affect employee terms or conditions of employment.

157 CSEA and the District will meet to negotiate the impacts and effects of such technology on  
158 employees, including but not limited to changes in job duties, work schedules, work  
159 location, staffing levels, classification hierarchy, employee discipline, privacy, and  
160 promotional opportunities. ~~Implementation shall not be delayed by the pendency of impact~~  
161 ~~163 bargaining, provided the District bargains in good faith.~~

162

163 **4.18** Use of Cameras and Surveillance Equipment

- 164 1. Purpose: Cameras and related recording equipment shall be used for ensuring safety and  
165 security, deterring, and recording criminal ~~and/or suspicious~~ activity.
- 166 2. Access and Review: Direct access to live feeds or recordings is limited to law enforcement  
167 agencies ~~the Chief Police, campus police, police dispatcher, and Executive Director of~~  
168 Facilities only in response to a suspected or confirmed incident of criminal activity.  
169 Reviews shall be limited to footage within 48 hours of the alleged incident.
- 170 3. Notification and Transparency:
- 171 ~~o The District shall provide CSEA with an updated list of camera, audio, and facial-~~  
172 ~~recognition equipment locations and quantities within 30 working days of this~~  
173 ~~agreement and shall update it in good faith as changes occur.~~
  - 174 o Visible signage shall be posted in areas where surveillance may occur.
  - 175 ~~o~~ No surveillance equipment shall be installed where there is a reasonable  
176 expectation of privacy, such as restrooms, locker rooms, and break rooms. ~~offices,~~  
177 or classrooms.
  - 178 o The District shall provide official communication to the designated CSEA  
179 representative via email.

180

#### 181 4.19 Employee Data Privacy

182 All data collected via employer-owned technology—including any personal data required  
183 to access District systems—shall be used for legitimate/legal business purposes.

184 The District shall not request or require employees to disclose login credentials or access  
185 personal social networking, email, or phone accounts, nor compel employees to add  
186 District personnel to their personal contacts.

187 Employees have the right to access, review, and request correction of any personal data  
188 held by the District. Strict data security measures, including encryption and restricted  
189 access, must be maintained.

190

#### 191 4.20 Job Training and Technological Change

192 The District and CSEA recognize that emerging technologies may alter job duties or  
193 required skills. The District shall provide paid training during regular work hours to ensure  
194 employees have the necessary skills to perform their positions. No employee shall be laid  
195 off or reduced in hours due to technological change without the opportunity for training  
196 and transition support.