

51 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in
52 one (1) hour increments to be designated as "chargeable release time". Use will be
53 noticed to the user's supervisor prior to use on the District approved form bearing the
54 signature of the CSEA President or his designee.

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

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61 4.5 CSEA shall have the right to use all District bulletin boards normally used for the posting
62 of notices to employees in the unit. Any such posting shall be on official CSEA
63 letterhead, or otherwise prepared in a manner to indicate that they are authorized and
64 approved by CSEA. CSEA shall have the right to use inter-district mail, employee
65 mailboxes, e-mail, and the incidental or occasional use of Fax machines for the purpose
66 of official communications bearing the CSEA designation. CSEA shall have access to
67 reproduction equipment and/or services subject to CSEA reimbursing the District for any
68 costs incurred.

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70 4.6 The District shall release one employee at no loss of pay for up to five days for the
71 purpose of attending the CSEA annual conference. The District is entitled to ten (10)
72 working days' notice of the CSEA designee.

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74 4.7 The District shall release one designated CSEA officer or steward from duty for the
75 purpose of grievance meetings, disciplinary meetings and evaluation appeal meetings as
76 the employee's representative. All release time use shall be noticed to and coordinated
77 with the ~~Vice President, Facilities and Construction Services-Executive Director –~~
78 ~~Facilities and Construction Services~~ or his/her designee prior to use on the District
79 approved form. Meetings will be rescheduled to accommodate District needs.

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81 4.8 All bargaining unit members shall have the right to adjust their lunch period for the
82 purpose of attending the monthly CSEA meeting. All bargaining unit members shall be
83 released from duty up to one hour for the purpose of attending a contract ratification
84 meeting. These release times and hours adjustments shall be granted only if the
85 meeting falls within the employee's working hours and if the time is consistent with and
86 not conflicting with District needs as determined by scheduling with the Director of
87 Facilities or his designee. All release time in this section shall be accounted for on the
88 District approved form.

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90 4.9 During the term of this Agreement, CSEA will maintain records of the use of chargeable
91 release time under Section 4.4 of this article. The parties will review those records and
92 will review the current amount of CSEA chargeable release time at the end of that year.
93 The District shall be entitled to reimbursement for release time exceeding the limits set
94 forth in Section 4.4.

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96 4.10 As used herein "working day" means days on which the District Administrative Offices
97 are open for business. ~~Non-Instructional days indicated as "campus closure" dates on~~
98 ~~the Academic Calendar shall not necessarily be considered non-work days.~~

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101 4.11 Contracting Out

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103 The District shall not contract out or assign persons who are not bargaining unit
104 employees any work, including overtime work, or any work normally performed by
105 bargaining unit employees except as permitted pursuant to California Education Code
106 88003 and 88003.1.

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108 **In the event the District is considering contracting out bargaining unit work, the**
109 **District will notify the CSEA Chapter President, or designee, in writing.**

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111 **The notification shall include a copy of the “Notice of Outside Contracting” form**
112 **(see appendix F) that will be submitted by the Director of Facilities and**
113 **Construction or his designee.**

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115 **Such notice shall be given in advance to allow the parties to exchange information**
116 **and if necessary, engage in negotiations over any decision to contract out or**
117 **transfer bargaining unit work and the negotiable effects of any such decision.**

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119 **When a genuine emergency arises that threatens to halt District operations and/or**
120 **the safety of District sites, and it is not feasible for bargaining unit members to**
121 **perform the work due to availability and/or qualification, the District shall notify**
122 **CSEA in a timely manner of its immediate need to contract out. Should**
123 **contracting out proceed under this provision, it shall be on a one-time basis and**
124 **non-precedent setting. The District shall redirect work to bargaining unit members**
125 **once the emergency is under control.**

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127 **No supervisory or management employee may perform any work within the job**
128 **description of a bargaining unit employee except under the following conditions:**

- 129 1. **Emergencies**
130 2. **The work has historically been performed by the supervisory or management**
131 **employee.**
132 3. **The work is performed in the course of instructing or training employees.**

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135 4.12 New Employee Orientation

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

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142 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the
143 end of orientation. The District shall provide one (1) hour of paid release time for two
144 CSEA representatives, to be chosen by CSEA president or designee. Said release time
145 shall not be counted against the total release time contained elsewhere in the collective
146 bargaining agreement. The CSEA Labor Relations Representative may also attend the
147 orientation.

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149 The District shall include the CSEA membership application in any employee orientation
150 packet of District materials provided to any newly hired employee in the bargaining unit.
151 CSEA shall provide the copies of the CSEA membership packet to the District for
152 distribution.

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4.13 Bargaining Unit Information

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

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g., Jr., III);
- e. Preferred name;
- f. Job Title;
- g. Department;
- h. Primary worksite name;
- i. Work telephone number;
- j. Work Extension;
- k. Home Street addresses (incl. apartment #);
- l. Mailing address (if different);
- m. City;
- n. State;
- o. ZIP Code (5 or 9 digits);
- p. Home telephone number (10 digits) (if available);
- q. Personal cellular telephone number (10 digits) (if available);
- r. Personal email address of the employee (if available);
- s. Hire date.

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

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

Signed and entered into this _____ day of _____, 2023.

FOR THE DISTRICT

FOR THE ASSOCIATION

