

52 have been made, and indicating any changes in personnel from the list previously
53 furnished.

- 54
55 4.4 During each fiscal year the District shall grant CSEA 40 hours of release time, useable in
56 one (1) hour increments to be designated as "chargeable release time". Use will be
57 noticed to the user's supervisor prior to use on the District approved form bearing the
58 signature of the CSEA President of his designee.

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

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

- 73
74 4.6 The District shall release one employee at no loss of pay for up to five days for the
75 purpose of attending the CSEA annual conference. The District is entitled to ten (10)
76 working days' notice of the CSEA designee.

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

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

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

- 99
100 4.10 As used herein "working day" means days on which the District Administrative Offices
101 are open for business. Non-Instructional days indicated as "campus closure" dates on
102 the Academic Calendar shall not necessarily be considered non-work days.

103
104 4.11 Contracting Out

105
106 The District shall not contract out or assign persons who are not bargaining unit
107 employees any work, including overtime work, or any work normally performed by
108 bargaining unit employees except as permitted pursuant to California Education Code
109 88003 and 88003.1.

110
111 The District shall not contract out bargaining unit work except in accordance with
112 the terms of Article 4. In the event the District is considering contracting out
113 bargaining unit work, the District will notify the CSEA Chapter President, or
114 designee, in writing. The notification shall include a copy of the “Request to
115 Approve Outside Contractors” “Notice of Outside Contracting” form (see
116 appendix F) that will be submitted by the Director of Facilities and Construction or
117 his designee.

118
119 Such notice shall be given at least 30 days in advance to allow the parties to
120 exchange information and, if necessary, engage in meaningful negotiations over
121 any decision to contract out or transfer bargaining unit work and/or the negotiable
122 effects of any such decision. CSEA will respond within ten working days of receipt
123 of notification from the District, Director of Facilities and Construction, or
124 designee as to whether or not it desires to negotiate.

125
126 No supervisory or management employee may perform any work within the job
127 description of a bargaining unit employee which will result in the displacement,
128 reduction of hours, transfer or reassignment of any bargaining unit employee.

129
130
131 4.12 New Employee Orientation

132
133
134 The District shall provide new employee orientation to all new hires, after Board
135 approval. CSEA shall have the right to attend and present during the orientation. The
136 employees shall remain on paid time during CSEA's presentation and shall be required
137 to attend CSEA's section.

138
139 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the
140 end of orientation. The District shall provide one (1) hour of paid release time for two
141 CSEA representatives, to be chosen by CSEA president or designee. Said release time
142 shall not be counted against the total release time contained elsewhere in the collective
143 bargaining agreement. The CSEA Labor Relations Representative may also attend the
144 orientation.

145
146 The District shall include the CSEA membership application in any employee orientation
147 packet of District materials provided to any newly hired employee in the bargaining unit.
148 CSEA shall provide the copies of the CSEA membership packet to the District for
149 distribution.

150
151 4.13 Bargaining Unit Information

152

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

- 157 a. First Name;
- 158 b. Middle initial;
- 159 c. Last name;
- 160 d. Suffix (e.g., Jr., III);
- 161 e. Preferred name;
- 162 f. Job Title;
- 163 g. Department;
- 164 h. Primary worksite name;
- 165 i. Work telephone number;
- 166 j. Work Extension;
- 167 k. Home Street addresses (incl. apartment #);
- 168 l. Mailing address (if different);
- 169 m. City;
- 170 n. State;
- 171 o. ZIP Code (5 or 9 digits);
- 172 p. Home telephone number (10 digits) (if available);
- 173 q. Personal cellular telephone number (10 digits) (if available);
- 174 r. Personal email address of the employee (if available);
- 175 s. Hire date.

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

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

183
184 Signed and entered into this _____ day of _____, 2024.

185		
186	FOR THE DISTRICT	FOR THE ASSOCIATION
187		
188	_____	_____
189		
190	_____	_____
191		
192	_____	_____
193		
194	_____	_____

NOTICE OF OUTSIDE CONTRACTING

Purpose of Form: The College has an obligation not to contract out (CSEA) bargaining unit work in accordance with **EDC 88003.1**. This Form will serve as a mechanism to communicate each event in which the College intends to use an outside contractor to complete Public Works projects as defined by **California Public Contract Code § 22002(c)**.

The Director of Facilities, or their designee will provide notice of this intent to CSEA Chapter President or their designee for any Job estimated to be under \$15,000. This form does not need to be completed for any project in which a contract will be awarded by the board of trustees following a formal bidding process. Attach any additional documents to the back.

Type of work proposed: **Electrical** **Plumbing** **Painting** **A/C, HVAC**
 Carpentry **Gardening** **Skill Trades** **Locksmith**
 Custodial **Irrigation** **Other:** _____

Estimated cost of the work: \$

Describe the nature and scope of the work you proposed to contract out:

Describe any specialized equipment needed for the completion of the project:

List any certification required to perform the work:

Explain why the project cannot be performed by the college's classified trades:

Other information necessary to process this form attach to the back.

Name: _____ **Signature:** _____
Email: _____ **Date:** _____