

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,**
78 **safety, or operations; (b) training, demonstration, evaluation, or oversight of bargaining**
79 **unit work; (c) temporary absences, vacancies, or active recruitments; (d) incidental,**
80 **intermittent, or de minimis work performed in the ordinary course of supervisory duties;**
81 **(e) work also within the supervisor's or manager's own job description, or historically**
82 **performed by both classifications; (f) pilot programs, short-term projects, or work**
83 **involving new technology or processes prior to classification assignment; and (g) work**
84 **performed by confidential, short-term, substitute, student, or volunteer employees as**
85 **authorized by law.**

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

88

89 4.12 New Employee Orientation

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

93 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the end of
94 orientation. The District shall provide one (1) hour of paid release time for two CSEA

95 representatives, to be chosen by CSEA president or designee. Said release time shall not be
96 counted against the total release time contained elsewhere in the collective bargaining
97 agreement. The CSEA Labor Relations Representative may also attend the orientation.

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

101 4.13 Bargaining Unit Information

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

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

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

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

132 **4.14 Artificial Intelligence and New Technologies in the Workplace**

133 **The District and CSEA affirm that the responsible introduction of technology must**

134 protect employee rights, ensure transparency, preserve privacy, and uphold fair working
135 conditions. This policy establishes a balanced framework that supports innovation while
136 safeguarding the dignity and security of all District employees.

137 **4.15** Definition of Technology

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

144

145 **4.16** Right to Disconnect

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

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

154 **4.17** Advance Notice and Impact Bargaining

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

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

164

165 **4.18 Use of Cameras and Surveillance Equipment**

166 1. Purpose: Cameras and related recording equipment shall be used for ensuring safety and
167 security, deterring, and recording criminal and/or suspicious activity.

168 2. Notification and Transparency:

169 ○ Visible signage shall be posted in areas where surveillance may occur.

170 ○ No surveillance equipment shall be installed where there is a reasonable
171 expectation of privacy, such as restrooms, locker rooms, and break rooms.

172 ○ The District shall provide official communication to the designated CSEA
173 representative via email.

174

175 **4.19 Employee Data Privacy**

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

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

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

184

185 **4.20 Job Training and Technological Change**

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