

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.

55
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.

60
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.

69
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.

73
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 Executive Director – Facilities and Construction Services or his/her designee
78 prior to use on the District approved form. Meetings will be rescheduled to accommodate
79 District needs.

80
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.

89
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.

95
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.

99
100 4.11 Contracting Out

101

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

106
107 The District shall not contract out bargaining unit work except in accordance with
108 the terms of Article 4. In the event the District is considering contracting out
109 bargaining unit work, the District will notify the CSEA Chapter President, or
110 designee, in writing. The notification shall include a copy of the “Request to
111 Approve Outside Contractors” “Notice of Outside Contracting” form (see
112 appendix F) that will be submitted by the Director of Facilities and Construction or
113 his designee.

114
115 Such notice shall be given at least 30 days in advance to allow the parties to
116 exchange information and, if necessary, engage in meaningful negotiations over
117 any decision to contract out or transfer bargaining unit work and/or the negotiable
118 effects of any such decision. CSEA will respond within ten working days of receipt
119 of notification from the District, Director of Facilities and Construction, or
120 designee as to whether or not it desires to negotiate.

121
122 No supervisory or management employee may perform any work within the job
123 description of a bargaining unit employee which will result in the displacement,
124 reduction of hours, transfer or reassignment of any bargaining unit employee.

125 126 127 128 4.12 New Employee Orientation

129
130 The District shall provide new employee orientation to all new hires, after Board
131 approval. CSEA shall have the right to attend and present during the orientation. The
132 employees shall remain on paid time during CSEA's presentation and shall be required
133 to attend CSEA's section.

134
135 CSEA shall be provided with a minimum of 30 minutes during the orientation or at the
136 end of orientation. The District shall provide one (1) hour of paid release time for two
137 CSEA representatives, to be chosen by CSEA president or designee. Said release time
138 shall not be counted against the total release time contained elsewhere in the collective
139 bargaining agreement. The CSEA Labor Relations Representative may also attend the
140 orientation.

141
142 The District shall include the CSEA membership application in any employee orientation
143 packet of District materials provided to any newly hired employee in the bargaining unit.
144 CSEA shall provide the copies of the CSEA membership packet to the District for
145 distribution.

146 147 4.13 Bargaining Unit Information

148
149 The District shall provide the CSEA with contact information for unit members as a list of
150 the following information, with each field in its own column, for all bargaining unit
151 members within five (5) days of the last payroll date of September, January, and May as
152 follows:

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

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


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

179
 180 Signed and entered into this 12th day of June, 2024.

181
 182 FOR THE COLLEGE DISTRICT

183 
 184 [Robert Blizinski \(Jun 19, 2024 12:19 PDT\)](#)


185 Robert S. Blizinski,
 186 Vice President, Human Resources

187
 188 


189 Brian Cummins,
 190 Director, Human Resources

191
 192

FOR CSEA


[Gregory Zemanek \(Jun 18, 2024 01:40 PDT\)](#)

Gregory Zemanek,
 CSEA, Chapter 777 President



[Joseph Zacklin \(Jun 18, 2024 15:43 PDT\)](#)
 Joseph Zacklin,
 CSEA Labor Relations Representative

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:** _____