

ARTICLE III: ASSOCIATION RIGHTS

- 3.1 The Association's duly authorized campus representatives shall have the right to use college facilities at any time that does not conflict with District-scheduled activities. The Association agrees to schedule facilities through the administrative office responsible for facility allocation. The Association agrees to leave facilities in a reasonably clean and orderly condition incident to each use. The Association agrees to reimburse the District at the established community-use rate for any excess costs generated by the Association's use of the facility when the College is normally not in operation.
- 3.2 The District shall provide the Association with office space, and will provide reproduction services to the Association at the rate of eight cents (\$.08) per copy. Any change in Association office space assignment shall require the written approval of both the District and S.C.E.A.
- 3.3 The District shall set aside reasonable bulletin board space for Association use. Bulletin boards shall be located in the School workrooms or lounges. The Association shall be responsible for keeping material updated.
- 3.4 Unit Members who are duly authorized Association representatives shall be free to conduct official Association business, including grievance representation activities, on-campus property and as necessary to the performance of Association responsibilities to Members of the Bargaining Unit, providing that such activity not interfere with the instructional process and assigned duties of the Unit Members.
- 3.5 Within the provisions of adopted Governing Board policy, the President of the Association or his/her designee shall have the right to submit arguments and data relative to agenda items at the first consideration of that item by the Governing Board.
- 3.6 A campus faculty parking identification sticker shall be provided to the Association for its designated local staff representative(s).
- 3.7 The District will provide the Association five (5) copies of the tentative and adopted budgets. If developed by the Governing Board, a copy of the Preliminary Budget will be provided to the Association. Five (5) copies of the C.C.F.S.-311 of the Adopted Budget will be provided to the Association.
 - 3.7.1 At the request of the Association, the District shall provide the Association with the following information within twenty-four (24) hours after the information becomes available to the District.
 - 3.7.1.1 **Loading Reports:** When requested.
 - 3.7.1.2 **Census Week Class Loading Reports:** Six (6) weeks from the opening of each semester.
 - 3.7.1.3 **Board Agendas**
 - 3.7.1.4 Copies of any existing report that is available to the public, within twenty-four (24) hours of the request. No more than two (2) reports may be requested in any twenty-four (24) hour period of time.
 - 3.7.2 At the request of the Association, the District shall provide the Association with any documents/reports that require research, compilation, and/or retrieval from storage within ten (10) days of the request, provided the documents are disclosable public records.

3.7.3 At the request of the Association, the District shall provide the Association with any District salary information within ten (10) days of the request.

3.8 Paid staff representatives of the Association or its affiliates may meet with Unit Members on campus provided that no interruption of instruction results.

3.9 The Association shall have the right to use the faculty mailboxes and District email, consistent with the District acceptable use policies, for communication with Unit Members. A copy of all unit-wide communications distributed in the faculty mailboxes or via District email shall be delivered to the Superintendent/President's mailbox at the same time of the distribution. All communications will be labeled with the approval of the authorized Association officer.

3.10 DISTRICT NOTICE TO SCEA OF NEW HIRES

3.10.1 Provide SCEA With Notice of New Hires: The College District shall provide the SCEA with notice of any newly hired employee whose position falls under SCEA's representation, on the 1st and 15th of every month, via electronic mail. The notice shall include full legal name, date of hire, job title, and work location. Should the 1st or 15th fall on a holiday or weekend, notice shall be provided on the following business day or as soon as reasonably possible.

3.10.2 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, whether permanent, full time, or part time, hired by the College District, and who is still employed. It also includes all employees who are or have been previously employed by the College District and whose current position has placed them in the bargaining unit represented by SCEA. For those latter employees, for purposes of this agreement only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the SCEA Unit.

3.11 NEW EMPLOYEE ORIENTATION

3.11.1 **Definition of New Employee Orientation:** "New employee orientation" the means onboarding process of a newly hired public employee, whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

3.11.2 **Provide SCEA with Access to New Employee Orientation:** The College District shall provide SCEA access to its new employee orientations. Such access shall be limited to no more than 15 minutes of the orientation process. SCEA shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided as agreed upon and in specific instances where there is an urgent need critical to the College District's operations that was not reasonably foreseeable. Orientation sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator, and/or group orientation sessions.

3.11.3 On-boarding orientations may occur at any time subject to College District needs, but will typically occur on the day following the monthly Board meetings if that day is a business day and if new employees are on the Board's agenda. This on-boarding orientation procedure will begin during the Spring term 2018. When more than one employee is on-boarded, the orientation may be a group orientation and SCEA will have group access, rather than individual access. Orientations will not be delayed or cancelled due to inability or failure of SCEA representatives to attend. New employees are not compelled to attend the portion of the orientation accessed or conducted by SCEA.

- 3.11.4 The College District agrees to hold a minimum of two (2) orientation sessions during the academic year. The SCEA Labor Relations Representative may also attend the orientation.
- 3.11.5 The orientation sessions shall be held on District property.
- 3.11.6 Upon request of SCEA, during the SCEA's 15-minute portion of the orientation session, no District manager or supervisor, or non-unit employee shall be present.
- 3.11.7 **New Hire Information Packet:** The College District shall include the SCEA membership application (and a SCEA provided link for an electronic application where applicable) in any employee orientation packet of District materials that is provided to any newly hired employee. SCEA shall provide the copies of any SCEA literature/membership applications to the College District for distribution. The District will inform SCEA if additional printed materials are needed at least five (5) working days before the orientation.

3.12 EMPLOYEE INFORMATION

- 3.12.1 **Provide SCEA With New Hire Contact Information:** On the last business day of each month, the College District shall provide to SCEA, via mutually agreeable secure format, the name and contact information on the new hires except that personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain such information privately.
- 3.12.2 This information shall be provided to SCEA regardless of whether the newly hired employee was previously employed by the College District.
- 3.12.3 The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:
 - i. First Name;
 - ii. Middle Initial;
 - iii. Last Name;
 - iv. Suffix (e.g. Jr., III);
 - v. Job Title/Classification;
 - vi. Department;
 - vii. Primary Worksite Name;
 - viii. Work Telephone Number;
 - ix. Home Street Address (Incl. Apartment #);
 - x. City;
 - xi. State;
 - xii. ZIP Code (5 or 9 Digits);
 - xiii. Home Telephone Number (10 Digits);
 - xiv. Personal Cellular Telephone Number (10 Digits);
 - xv. Personal Email Address of the Employee;
 - xvi. Last Four Numbers of the Social Security Number;
 - xvii. Birth Date;
 - xviii. Employee ID;
 - xix. Applicable retirement system status;
 - xx. Hire Date.
- 3.12.4 **Periodic Update of Contact Information:** The District shall also provide SCEA with a list of all bargaining unit members' names and contact information described above

on, or within three (3) business days of, the last working day of September, January, and May. The information shall be provided to SCEA, via a mutually agreeable secure FTP site or service.

- 3.13 The Association shall be granted yearly the following amount of release time which shall be used exclusively during the fall and spring semesters.
- 3.13.1 Association President shall be granted eighty percent (80%) release time annually starting January 1, 2019 for the purpose of processing grievances, contract administration, consultation with management, and attendance at federal, state and local meetings. The Vice President, Secretary, Treasurer and Part-Time Representative shall be granted twenty percent (20%) release time during the fall and spring semesters.
- 3.13.2 The District shall provide the Association with the following release time for grievance processing, representation and contract negotiations: (A) a Unit Member appointed by the Association as its Grievance Chair shall be granted twenty percent (20%) release time for two (2) semesters during the college year in which the Unit Member serves in this position; (B) a maximum of five (5) Unit Members may be designated annually by the Association to receive twenty percent (20%) release time for two (2) semesters during the college year that the Unit Member serves as a Member of the Association negotiating team; and (C) a Unit Member appointed by the Association as its Tenure Review Coordinator shall be granted one hundred percent (100%) release time during the fall and forty percent (40%) release time during spring semesters. With agreement between the District and the Association and the concurrence of the Unit Member involved, release time granted by the Association may be converted into a stipend paid at the appropriate hourly rate of the Unit Member receiving the stipend. Contract provisions that provide for banking of hours shall also apply to release time granted under this contract sub-section. See Appendix C for other release time allocations and provisions.
- 3.13.2.1 If the Association President is a 10-month employee, he/she will also receive a stipend equal to the amount of 40% of their contract load for the 11th month of the academic year. For Summer 2018, said 40% stipend will be reduced by the amount of stipends already paid by the District to the Association President for that time period.
- If the Association Grievance Chair is a 10-month employee, he/she shall receive a stipend equivalent to 20% of their contract load for the 11th month of the academic year. For Summer 2018, said 20% stipend will be reduced by the amount of stipend already paid by the District to the Grievance Chair for that time period.
- 3.13.3 The use of release hours shall be authorized by the President of the Association.
- 3.13.4 The Unit Member granted release hours by the Association shall notify the office of his/her Dean forty-eight (48) hours prior to the planned absence from assigned duties.
- 3.13.5 Release time shall be granted for ten (10) months for 10-month employees, and for eleven (11) months for eleven (11)-month employees, unless otherwise provided by the express terms of the Agreement.
- 3.14 The Board shall not reduce or eliminate any current provisions, Board policies and/or rules and regulations within the scope of representation provided Unit Members as of the date of this Agreement, unless otherwise provided by the express terms of the Agreement.

- 3.15 The District shall deduct the dues established by the Association from the monthly salary of each Bargaining Unit Member. Aggregate deductions will be remitted monthly to the Association. An adjustment may be made if a Unit Member is a dues paying member of another district in which CCA, CTA or NEA is the recognized representative for said Bargaining Unit Member.