

ARTICLE V: CSEA RIGHTS AND DISTRICT RIGHTS

- 5.1 CSEA shall have the following rights in addition to the rights contained in any other portion of this Agreement.
- 5.1.1 The right of access during non-working hours in areas in which the employees work.
 - 5.1.2 The right to reasonable use, without charge, of institutional bulletin boards and mail boxes for posting or transmission of information or notices concerning CSEA matters. All materials posted or mailed shall contain the name(s) of the CSEA representative authorized to do the posting or mailing. A copy shall be provided to the office of the Assistant Superintendent/Vice President for Human Resources on the day of the posting or mailing.
 - 5.1.3 The College District shall provide CSEA with the use of office space, equipped with a desk, chairs, a computer with Internet connection, printer, fax, software WIN 95, MSOffice, a telephone without charge, and photocopies at eight cents (\$.08) each.
 - 5.1.4 The right to review employee's personnel files and any other records dealing with employment, when accompanied by the employee, or on presentation of written authorization signed by the employee.
 - 5.1.5 The Association's duly authorized campus representatives shall have the right to use college facilities, without charge, at any time which does not conflict with College 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 College District at the established community-use rate for any excess costs generated by the Association's use of the facility. The College District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month (in addition to 5.1.7) to attend a scheduled CSEA Chapter meeting. Additionally, the College District agrees to release Bargaining Unit employees for a maximum of one (1) hour per month to attend meetings of the Classified Senate. Bargaining Unit employees shall submit a written request for release time to their immediate supervisor at least forty-eight (48) hours prior to the meeting. The employee shall have the right to appeal the supervisor's decision through the "Complaint/Open Door Policy." Chapter meetings shall be scheduled at times least disruptive to College District business.
 - 5.1.6 CSEA shall be provided, without charge, two (2) copies of the Tentative and Adopted Budget as provided to the County Department of Education.

5.1.7 For each fiscal year for which this Agreement is in effect, the College District agrees that the CSEA President shall be released for not more than forty percent (40%) of their assigned duty time in order to attend meetings related to the performance of their presidential duties. The CSEA Secretary shall be released up to ten percent (10%) and the CSEA Vice Presidents shall be released up to twenty (20%) of their assigned duty time to perform the duties related to their official positions. The College District will provide a maximum of 40% backfill to CSEA to cover the operational needs of the College District to be shared as determined by CSEA. CSEA Chapter Officers will be provided reasonable periods of release time for purposes of employee representation, investigation or processing of grievances, potential or actual disciplinary meetings, and for purposes of conducting negotiations. In addition to the foregoing, the College District shall continue its practice of permitting designated CSEA Officers release time to attend meetings scheduled by the College District. Additionally, the College District shall annually release five (5) CSEA members from their assigned duties, without loss in pay, to attend the CSEA State Conference. The release from duty shall not interfere with the efficient operation of the College District. In the event release time is used so that CSEA employees may serve as Chapter delegates to the CSEA State Conference or as a CSEA State Board/Committee Member, the employee's supervisor shall be given five (5) workdays advance written notice of such release time. Employees using released time pursuant to this section shall report their released time to their Supervisor each month on a "Released Time Report" form.

Consistent with existing laws, the College District will not engage in interference with a Unit Member's exercise of rights guaranteed under the Educational Employment Relations Act (EERA) and, as provided by the EERA, the College District will not engage in any retaliation or reprisal against a Unit Member based on the exercise of such rights.

5.1.8 Any field staff of CSEA who wishes to enter the college campus during hours in which students are present shall notify the office of the Assistant Superintendent/Vice President for Human Resources of their identity.

5.1.9 CSEA has the right to participate in the New Employee Orientation (Appendix E).

5.2 **Distribution of Contract** - Within thirty (30) days after the execution of this Contract, the College District shall print or duplicate and provide, without charge, a copy of this Agreement to every employee in the Bargaining Unit. Any employee who becomes a member of the Bargaining Unit after the execution of this Agreement shall be provided with a copy of this Agreement by the College District, without charge, at the time of employment. Each employee in the Bargaining Unit shall be provided by the College District, without charge, a copy of any written changes agreed to by the parties to this Agreement during the life of this Agreement.

5.3 **College District Rights**

5.3.1 It is understood and agreed that the College District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in, but not limited to, these duties and powers, are the exclusive right to: determine its organization; direct the work of its employees; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the

methods and means of providing them; establish its educational policies, goals and objectives; ensure the rights and educational opportunities of students; determine staffing patterns; determine the numbers and kinds of personnel required; maintain the efficiency of College District operations; determine the curriculum; build, move, or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; contract out work consistent with State statutes; and take action on any matter in the event of an emergency as defined in 5.3.3 below. In addition, the College District retains the right to hire, classify, transfer, assign, evaluate, promote, terminate, and discipline employees.

5.3.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the College District; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with law.

5.3.3 An emergency shall be defined as an unforeseen set of circumstances that would constitute imminent danger to personnel and property, such as fire, flood, and other acts of God. The determination of whether or not an emergency exists is solely within the discretion of the Governing Board and is expressly excluded from the provision of Article XVI: Grievance Procedure.