

ARTICLE 7

ASSOCIATION RIGHTS AND NON-DISCRIMINATORY PRACTICES

7.1 The District agrees not to negotiate with any other organization in matters upon which CSEA is the exclusive representative, and agrees not to negotiate with any member of the unit individually during the duration of this Agreement on matters subject to negotiations. There shall be no reprisal or retaliation against any Bargaining Unit employee for the exercise of any rights granted to them under the provision of this agreement.

7.2 Distribution of Materials

CSEA may distribute organizational literature on District property, provided there is no interference with District business. No one shall be allowed to distribute materials in a manner which distracts employees while performing their duties. Literature and similar materials may be distributed only at payroll distribution points, in site location(s) designated by the Chancellor or in mailboxes, upon CSEA request.

7.2.1 Posting of Materials

Posting of organizational recruiting notices, posters, and similar materials will be permitted only on designated bulletin boards or other appropriate areas as determined by the Chancellor or designee. Each work site shall have a bulletin board assigned to the CSEA for its exclusive use.

7.3 Employee Organization Contact Procedures

CSEA shall notify the Human Resources Office of the authorized representative of the organization. The authorized representative shall notify Human Resources and supervisor of their presence on campus. The authorized representative may not interfere with employees during hours of duty assignment.

7.4 Use of Facilities

Advance request for use of District facilities must be made in accordance with established District procedure whenever the CSEA Chapter 579 wishes to schedule use of a District facility to conduct organizational meetings. No rental charge will be made for use of District facilities immediately before or after the workday. Where special or additional costs for clean-up services are required, such services shall be charged to CSEA. The District shall provide office space, furniture, including computer(s) and related equipment and telephone installation for the use of CSEA. No rental charge will be made to CSEA for use of District facilities. CSEA will pay the monthly costs of the telephone service.

7.5 Contract Printing and Distribution

The District shall print and provide without charge a copy of this contract to the unit employees within thirty (30) working days after the parties have proof read and signed the document. Any employee who becomes a member of the bargaining unit after the execution of the Agreement shall be given a copy of this Agreement, without charge by the District, at the time of his/her employment. Each unit employee shall be sent, through District mail, without charge by the

District, a copy of this Agreement upon ratification by CSEA and the District. Copies of any written changes to this Agreement by the parties shall also be distributed to each unit employee.

7.6 Employee Lists and Relevant Data

The District agrees to furnish twice a year, upon request, a complete hire date roster of all unit employees, indicating employee class title, employee location and employment date of the employee within the District and present class, grade and step; and Board minutes and fiscal reports approved by action of the Governing Board. The District shall provide CSEA and the President with one copy of all Board policies and administrative regulations relating to classified personnel and transmit changes accordingly, as they occur.

7.7 Physical Examination

A unit employee may be required by the Chancellor to be examined by a District-approved physician at any time at District expense.

7.8 Release Time

The CSEA chapter president or designee shall be given release time of a minimum of 16 hours per week. During this time the chapter president may meet with unit employees or District representatives in regard to employer-employee relations matters.

7.9 State Conference

The District shall grant the CSEA's authorized delegates (up to a maximum of six (6), five (5) days' paid leave for the purpose of attending CSEA's annual conference.

7.10 Contracting Out

The District may contract out classified work in accordance with Education Code Section 88003.1

7.11 Transfer of Bargaining Unit Work

All bargaining unit work currently performed by the classified service shall not be transferred to non-bargaining unit employees.

7.12 Board Policies

The District shall provide CSEA and the President with copies of all Board policies related to classified personnel and update them as needed.

7.13 Discrimination Prohibited

No unit employee shall be discriminated against because of race, color, national origin, religion, or marital status and to the extent prohibited by law. No person shall be discriminated against because of age, sex, physical condition, Vietnam-era veteran status, sexual orientation, handicap, or disability. Any employee who feels he/she has been discriminated against may file a complaint under the District's affirmative action complaint procedure. Any employee, upon

request, may receive a copy of the District's affirmative action plan and complaint form. Discrimination complaints under this section are not grievable under Article 13 of this contract.

7.14 The CSEA Executive Board shall be granted release time to travel to Chapter meetings or for union business.

7.15 Job Stewards

The District recognizes the need and affirms the right of CSEA to designate Job Stewards from among classified employees in the unit. It is agreed that CSEA, in appointing such representatives does so for the purpose of promoting an effective relationship between the District and classified employees by helping to settle problems at the lowest level of supervision.

7.15.1 CSEA reserves the right to designate the number and method of selection of Job Stewards. Two (2) stewards shall be designated by CSEA as Grievance Chairpersons. CSEA shall provide the District with an up-to-date list of the names of the Job Stewards.

7.15.2 Job Stewards may schedule up to 16 hours each week to discuss possible grievances with unit employees or CSEA or to represent classified employees relative to the rights afforded under this Agreement.

7.15.3 A Job Steward shall be granted release time with pay to accompany a CAL -OSHA representative conducting an onsite walk around safety inspection of any area, department, division, or other subdivision for which the Job Steward has responsibilities as a Job Steward.

7.15.4 Job Stewards are entitled to seek and obtain assistance from CSEA Staff Personnel through the CSEA President for the purpose of processing grievances and matters related thereto and other reasons relating to wages, hours, and terms and conditions of employment covered by this Agreement.

7.16 In the event any CSEA member is elected or appointed to a CSEA statewide office or committee, the District agrees to negotiate appropriate release time for that individual.