

ARTICLE 9

ASSOCIATION RIGHTS

- 9.1 Equipment Usage – CEFA shall pay for its own supplies whenever using District office equipment. CEFA shall have free usage of typewriters and computer equipment when such are not otherwise in use.
- 9.2 Communications – CEFA is authorized to utilize such bulletin board space as is available at each District-owned site and to provide at its own expense CEFA bulletin boards of a reasonable size, number, and location. Communications placed on District bulletin boards by CEFA shall bear CEFA identification, be dated, and be subject to space and time usage and removal. CEFA shall have, without charge, reasonable use of intra-District mail system and email system, and may place CEFA-authorized communications in mailboxes. CEFA will be provided a designated telephone number which will be listed in current publications and a dedicated space at CEC and OEC. Each unit member shall be provided a mailbox.
- 9.3 Facilities Usage – Upon advance request, and with approval dependent on other District requirements, CEFA shall be granted usage of building facilities. Such usage shall be without cost unless special or additional costs are incurred by the District as a result of such usage.
- 9.4 Association Business – CEFA shall provide the names and official position of CEFA representatives authorized to discuss organizational matters with District employees.

Representatives not employed by the District shall, upon arriving at District locations, notify the administrator in charge and indicate the approximate length of their visit.

Representatives may engage in organizational activities provided they do not interfere with students or other unit members during hours of duty assignments.

Unit members may be contacted only during off-duty periods unless otherwise approved by the site administrator.

- 9.5 Board Minutes/Public Information – District shall furnish CEFA with one (1) copy of all official Board minutes and one (1) copy of each Board agenda “packet”, excluding all confidential information or materials as defined by law. Such “packets” shall be furnished at the same time as sent to the Board.

District shall furnish CEFA once each fiscal year, a copy of the District staff directory, if such is published. District shall furnish CEFA each October and April an alphabetical roster of unit members indicating assignments, work locations, and addresses and telephone numbers. District shall furnish CEFA each September 1 and February 1 a seniority list of unit members indicating seniority hire dates.

- 9.6 Release Time

9.6.1 Negotiations – A maximum of five (5) authorized unit members of the CEFA Collective Bargaining Committee shall be released from their regularly assigned duties, with pay, only when negotiating meetings are scheduled with Board representatives during regular working hours of the unit members involved.

9.6.2 Grievance Processing

9.6.2.1 CEFA shall furnish annually to the Director of Personnel, and update as required, a list of all officials and representatives authorized to act on CEFA's behalf. The list shall show name, title, campus location, and nearest campus phone contact.

9.6.2.2 An authorized CEFA official or representative appearing on a current furnished list shall be released from his/her regular assigned duties, with pay, only when grievance processing meetings are scheduled with management during the official or representative(s) regular working hours.

9.6.3 District Affairs -- In addition to the current release time for the processing of grievances and for negotiations, the Association shall have thirty additional released hours per contract year paid by the District to the Association President and/or President's designees for participation in official District/CEFA business. These hours will be paid when CEFA/District business (including grievances and negotiations) is conducted outside of the CEFA representatives' regular teaching /working hours.

9.6.4 Association business – in addition to articles 9.6.1, 9.6.2, 9.6.3, the district shall pay the reassign time at the current non-instructional rate for CEFA officers to complete CEFA business on a monthly basis to be reimbursed by CEFA at the end of each semester. The district shall pay all payroll costs. Said reassign time shall not count as part of the individual's teaching load.

9.7 Reprisals – District shall not take or permit any reprisals against unit members or representatives while engaged in legal association activities.

9.8 Calendar – District reserves the right to establish the days of instruction in consultation with CEFA for years subsequent to this Agreement.

9.9 Consultation – The parties agree that continuing communications involving employer-employee relations, specifically including administration of the contract in force, may be facilitated by consultation meetings.

Either party may request a consultation meeting where it believes a resolution of a problem or problems may be feasible.

The party requesting such a meeting shall, in writing, submit an agenda with sufficient detail to allow an understanding of the problem to be discussed or resolved, and, the date, place, and time requested. The receiving party shall, within five (5) workdays, notify the requesting party of agreement or nonagreement to the meeting.

Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. It is agreed that these meetings are not designed to, not intended to, bypass or substitute in any way for the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

All unit members shall be provided written copies of any changes approved as a result of these meetings.

- 9.10 Unit Handbooks – District will furnish each unit member (either electronically or in printed form) a unit handbook. Sufficient copies of the unit handbook shall be supplied to CEFA for CEFA representatives' usage.
- 9.11 Copies of Agreement – The District shall print or duplicate and provide without charge, a copy of the Agreement to all unit members. Each unit member shall also be provided without charge a copy of any written changes agreed to by the parties during the life of this Agreement. The district shall be responsible for distribution of the contract. The District shall provide each newly hired unit member with a copy of this agreement.
- 9.12 Job Openings – When full-time, tenure track position openings occur, notices shall be distributed to CEFA and all unit members' via email and shall be posted on appropriate bulletin boards. Openings shall be announced for a minimum of ten (10) days before the deadline date for contract positions, and whenever possible, shall be announced for a minimum of ten (10) days before the deadline date for other positions.

Any unit member who possesses the necessary minimum qualifications may apply and be given consideration for such position. Unit members who are not selected for a full-time/tenure track opening may request information from the district Human Resources Department regarding the recruitment process and criteria used for the selection of candidates.

- 9.13 Assignments –

Scheduled Assignments will be given thirty (30) days in advance of the first day of instruction. When an assignment is changed, the unit member shall be informed as soon as possible and reasons for the change may be requested in writing. When a new assignment is created outside of the normal scheduling process or becomes available, unit members will be notified as soon as possible.

New or vacated Coordinator positions shall be distributed via email to unit members and shall be posted for a minimum of five (5) days before the deadline date to apply.

- 9.14 Complaints – Unless other investigation procedures are prescribed by applicable code or regulation, the following procedures shall be used to address complaints by and against unit members.

Whenever a unit member has a complaint about another unit member, student, community member or colleague, the unit member shall present the complaint either verbally or in written form to the supervising administrator. If the unit member does not receive a response to the complaint within ten (10) working days, the unit member may forward the complaint to the appropriate vice president.

Whenever complaints about a unit member are made to the district's administration and/or Governing Board by students, community members, colleagues, administration or special funding agencies, the unit member shall be informed in a timely manner.

If any individual or group, as cited above wishes to file a complaint against a unit member, the unit member is entitled to the following due process:

1. The signed written complaint shall be delivered to the unit member(s) about whom the complaint is regarding. In the event that a complaint is oral, a summary of the

complaint will be written by the responsible administrator, and shall be delivered to the unit member(s) about whom the complaint is regarding.

2. The unit member shall have the right to meet with and discuss the complaint with the responsible administrator, and may request the meeting include the complaint(s) and/or witnesses.
3. The unit member shall have the right to present evidence in his or her own behalf.
4. The unit member shall have the right to be represented by CEFA.
5. No negative employment decision will be made by the district on the basis of a complaint unless the above process has been followed.

- 9.15 Faculty Meetings – Any faculty meeting for unit members shall be scheduled, whenever possible, when minimal number of classes are in session, shall not exceed one-half (1/2) hour if held during one-hour lunch periods, and shall be announced in advance. Management may authorize classes to be dismissed up to one-half (1/2) hour early for the purpose of mandatory faculty meetings.

Unit members attending meetings during their non-scheduled work hours shall be compensated at the non-teaching hourly rate for such attendance.

- 9.16 Professional Conferences – Unit members may be given released time to attend professional conferences when it is deemed by the district that such attendance would be mutually advantageous to the District and the member.
- 9.17 Representation – CEFA upon request of a unit member, shall have the right to represent that member in any meeting with any supervisor or the Board of Trustees if the unit member has reasonable cause to believe that the subject of the meeting may be disciplinary in nature.
- 9.18 Advisement of Assignment Expectations – When a unit member is offered an assignment at an outside agency (such as a community based organization or special funding agency) he/she shall be advised of District expectations and special requirements agreed upon by the District and the agency.