



STATE CENTER COMMUNITY COLLEGE DISTRICT  
Human Resources

Tentative Agreement <b># 2</b>	District  Julianna D. Mosier	SCFT  Maria Ortiz
	Date Signed: 9/11/18	

District Counterproposal  
Part-Time Faculty Bargaining Unit Agreement  
Article IX – Federation Rights  
September 11, 2018

### ARTICLE IX – FEDERATION RIGHTS

#### Section 1. PUBLIC INFORMATION:

The Federation shall be provided, upon written request, with materials and data that are available to the public. The Federation shall pay reasonable photocopying costs for documents requested pursuant to this section.

#### Section 2. NEW EMPLOYEE ORIENTATION:

~~“New Employee Orientation” is a process which includes means the onboarding meeting (which is separate from the New Employee Orientation (NEO) meeting) of a newly hired public employee, whether in person, online or through other means or mediums, in which unit members are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment related matters. Orientation of newly hired public employees includes an onboarding process in which employees, whether in person, online, or through other means or mediums, are advised of their employment status, rights, benefits, duties and responsibilities or any other employment related matters, and a New Employee Orientation (NEO) meeting.~~

When the District or College holds a ~~new employee orientation~~NEO meeting for part-time faculty, the District shall provide the Federation access to its ~~new employee orientation~~NEO meeting, and the Federation shall receive not less than ten (10) days-notice in advance of any District or College ~~new employee orientation~~NEO meetings.

During ~~new employee orientation~~NEO, the Federation shall be entitled to a five (5) minute period scheduled on the orientation agenda, as well as one (1) thirty (30) minute period for the Federation to meet with new hires, immediately before or after the orientation meeting set by the District.

The District shall provide the Federation with the numbers of new employees attending the ~~orientation-NEO~~ no less than ten (10) business days prior to the ~~orientation~~NEO, so that the Federation can prepare to provide each new unit member with information about the Federation and its benefits.

### Section 3. EMPLOYEE LISTS:

The District shall provide the Federation with the names, mailing addresses, telephone numbers and college/worksite location of unit members at intervals not to exceed twice per academic year upon the Federation's written request. Additionally, newly-hired unit members' names, mailing addresses, telephone numbers and college/worksite location shall be furnished as hired during the academic year.

### Section 4. FEDERATION OFFICIALS:

The Federation shall furnish annually, and update as required, a list of all officials and representatives authorized to act on the Federation's behalf. The list shall show the name and the title of these officials. The District is obligated to recognize or allow reasonable access to any work location by any Federation official or representative when they appear on the official list submitted, subject to the following limitation:

Authorized Federation officials and representatives shall be allowed work location access to unit members only when unit members are not engaged in classroom or other assigned responsibilities.

### Section 5. MAILBOX USAGE:

Duly authorized communications may be placed by the Federation in the mailboxes of unit members. Such communications must be dated and bear Federation identification as the distributor. The Federation agrees to use the District's mail service in compliance with California Education Code section 7054 (Political Activities).

### Section 6. BULLETIN BOARD USAGE:

Duly authorized communications may be placed by the Federation on the bulletin boards of each college. Such communications must be dated and bear Federation identification as the distributor. Reasonable space and time limitations may be invoked by the District when necessary.

### Section 7. EQUIPMENT USAGE:

The Federation shall pay for its own supplies whenever the use of District equipment is approved for producing Federation materials. The Federation shall pay a reasonable fee for such use. The fee shall be set by the college administration and shall represent the cost to the District, including staff time and maintenance. The District requirements shall, at all times, have priority over that of the Federation.

### Section 8. FACILITIES USAGE:

Upon advance request, and with approval, the Federation will be granted the use of facilities, depending upon availability of space and conformity of Civic Center Act.

### Section 9. POSTAGE MACHINE:

The Federation shall not be granted the use of the District postage machine.

#### Section 10. TELEPHONE USAGE:

The Federation shall not cause any long distance telephone or any other charges to be billed to the District.

#### Section 11. DUES AND DEDUCTIONS & ORGANIZATIONAL SECURITY:

~~As a condition of employment, all eligible unit members covered by this Agreement shall execute a choice to designate for payroll deduction one (1) of the following: (A) Federation membership dues; (B) fair share service fee; or (C) a contribution to a non-religious, non-labor charitable fund under Section 501(c)(3) of Title 26 of the Internal Revenue Code, if he/she qualifies for a religious accommodation. Any dispute over the eligibility of a unit member shall be resolved at any step in the following procedure: (1) investigation by the Federation; (2) meeting(s) between the Federation and the unit member; and (3) the Grievance Procedure of this Agreement.~~

##### ~~A. Organizational Security Through Union Membership and Fair Share~~

##### ~~1. Authorization for Deduction of Union Membership Dues and Fair Share Fees:~~

- ~~a. The Federation is solely responsible for distributing to, and collecting from, employees the dues deduction authorization forms. Employees will submit requests to start or stop dues deductions directly to the Federation and not to the District. The Federation is responsible for maintaining the dues deduction forms from individual employees. Questions regarding Federation membership, dues amounts, and payroll deductions must be directed to the Federation and not the District.~~
- ~~a.b. The District will deduct in uniform amounts from the pay of each ~~unit Federation~~ member and pay to the Federation the normal and regular monthly Federation membership dues and fair share service fees as voluntarily authorized, in writing, by the ~~unit Federation~~ member or fair share fee payer on the District approved form. The District will deduct from the amount transmitted to the Federation a reasonable cost associated with the administration of taking the deduction.~~
- ~~b.c. The Federation will provide the District by the first day of each month, a list of Federation members who have provided written authorization for payroll dues deductions to the Federation (“Dues Deduction List”). The Federation will identify new and continuing Federation members in the monthly Dues Deduction List (in Excel format), including the employees name, employee ID number or last 4 digits of employee social security number, and full-time or part-time status, noting any specific changes from the last list previously provided to the District. the term each written authorization will remain valid and the present classification, home address, and primary contact phone number of the Federation~~

~~members.~~ The Federation will also certify to the District, in each submitted Dues Deduction List, that the contents are accurate and that it has and will maintain individual employee written authorizations for payroll dues deductions to the Federation. The Federation will also immediately notify the District of any Federation member validly cancelling or revoking a dues deduction authorization, and will provide the District within ~~one~~ **five (5)** business days an updated Dues Deduction List reflecting that cancellation or revocation. By complying with these standards, the Federation will not be required to submit a copy of each individual employee's written authorization for the payroll dues deductions to be effective, unless a genuine dispute arises about the existence or terms of the written authorization(s). The District agrees to deduct dues in uniform amounts from all eligible Federation members and fair share service fee payers within the unit recognized and enumerated in Article II who have signed an authorization card for such deduction (dues/fee checkoff) in a form approved by the District, and subject to the following:

- ~~i.~~ Such deduction shall be made only upon the submission on a District approved form of a duly executed and revocable authorization by the unit member or fair share service fee payer in accordance with provisions outlined in Sections 12(A)(2) and 12(A)(3) below;
- ~~ii.i.~~ ~~The District shall not be obligated to put into effect any new, changed, increased, or discontinued deduction unless the Federation notifies the District change at least 14 calendar days prior to the effective date of the change. The Federation must also provide the District with a copy of the notification of the change in dues that was sent to all concerned employees. The District will not be obligated to implement the change is in the District payroll office prior to the tenth (10<sup>th</sup>) of the month; The District shall not be obligated to put into effect any new, changed, or discontinued deduction unless the change is in the District payroll office prior to the tenth (10<sup>th</sup>) of the month. The District will implement the change in the next pay cycle after the District receives the notification. The Federation shall provide the District with a copy of the notification of the change which has been sent to all concerned employees.~~
- ~~iii.ii.~~ Dues shall be deducted from warrants from each month of the twelve (12) month fiscal year.

## ~~2. Maintenance of Membership for Union Member~~

~~Every Union member, regardless of authorization date, shall maintain his or her membership in good standing with the Federation including the dues checkoff provision in A(1)(a) and A(1)(b) above, for the duration of the applicable collective bargaining agreement (CBA). However, any member has the right to terminate his or her membership within a period of thirty (30) days following the expiration of a written CBA, regardless of whether the Agreement has been extended or superseded. In such case, the member shall become an organizational security fair share fee payer, subject to the provisions of~~

~~this Agreement, the Federation's procedures, and the law.~~

~~3. Maintenance of Membership for Fair Share Service Fee Payer~~

~~A fair share fee covering non-members of the Federation, fair share fee payers, shall remain in effect unless it is rescinded pursuant to the procedures of the Educational Employment Relations Act (EERA), or if held invalid by operation of law or by a court of competent jurisdiction, as provided under Article VI (Severability and Savings) of this Agreement and shall be subject to the grievance and arbitration provisions of this Agreement, except that the arbitration shall be expedited.~~

~~B. Notwithstanding any other provision of this Article, any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment; except that such employee is required, in lieu of payment of dues or service fees to the Federation, to pay sums equal to such service fee to a nonreligious, nonlabor organization, charitable fund exempt from taxation under Section 501(c)(3) of Title 26 of the Internal Revenue Code, and chosen by such employee from the following list of such funds:~~

- ~~1. State Center Community College District Foundation~~
- ~~2. Community Food Bank~~
- ~~3. Marjaree Mason Center~~

~~Proof of payment to any fund shall be made by the District on an annual basis to the Federation.~~

~~B. Indemnification of the District~~

~~The Federation shall indemnify and hold the District harmless for any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein, including claims for deductions made in reliance on the Federation's representations and certifications regarding valid employee written dues deduction authorizations.~~

Section 12. RELEASED TIME:

Released Time for Federation Officers

The District agrees to provide the Federation released time to a maximum of 0.20 FTE for the conduct of Federation/District activities. Such released time shall be agreed to and scheduled prior to the beginning of each semester as follows:

- A. A unit member may be released 0.20 FTE per year except in cases where the College/Campus President determines that such release would have a significant adverse impact upon a

college program.

- B. Such allocation shall be based on whole courses.
- C. Such 0.20 FTE released time shall be calculated based on the District load policy.
- D. All released time shall be reimbursed to the District by the Federation based upon Salary Schedule C1 Lecture, Class IV, Step 4.
- E. The cost of 0.20 FTE and any additional overages shall be billed to the Federation by the District at the end of the fiscal year for actual time used.

#### Section 13. FEDERATION/DISTRICT CONSULTATION:

The parties agree that communication involving employer-employee relations may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe 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) work days, notify the requesting party of agreement as requested or at another date, time or place mutually agreed upon to the meeting. Meetings shall be held during Federation members' nonworking hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. These meetings are not intended to bypass the Grievance Procedure and shall not constitute any invitation to renegotiate any provisions of the Agreement.

#### Definition:

Consult shall mean that the District or Federation shall seek advice, opinions, and/or information from the other party regarding items listed above. The District will give the Federation reasonable time to consider such items.

#### Section 14. FEDERATION ADVISEMENT:

- A. The Federation has the right to consult on the definition of educational objectives, institutional direction or purpose, and the determination of the content of courses and curriculum.
- B. To provide for the consultation process, the following channels may be used:
  - 1. The Federation shall have the right to add a representative to the following committees:
    - a. Educational Coordinating and Planning (ECPC)
    - b. Equal Employment Opportunity (EEO)
    - c. Curriculum and Instruction

2. The Federation/District consultation process (Article IX, Section 13) may be used by either party to discuss the subject areas covered under Section 14(A) of this article.
  3. Other committees to which appointments by the Federation can be made shall be determined only through mutual agreement between the Federation and the College/Campus President.
    - a. A unit member may be released one (1) FTE per year except in cases where the College/Campus President determines that such release would have a significant adverse impact upon a college program.
    - b. Such allocation shall be based on whole courses.
    - c. Such two (2) FTE released time shall be calculated based on the District load policy.
    - d. All released time shall be reimbursed to the District by the Federation based upon Salary Schedule C1 Lecture, Class IV, Step 4.
  4. The cost of one and one-half (1.5) and any additional overages shall be billed to the Federation monthly dues payments by the District at the end of the fiscal year for actual time used. The District shall be responsible for only the amount of up to one-half (0.5) FTE which shall be utilized before the Federation is charged.
  5. The Federation will provide the Chief Human Resources Officer with a list of officers and associated release time for the academic year three (3) weeks prior to the beginning of the academic year.
- C. For Federation Executive Council Members' or Delegates' Attendance at Conference and Seminars
1. The District agrees to grant the Federation Executive Council members or delegates released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.
  2. Such released time shall be requested to the Chief Human Resources Officer or designee, whenever possible, two (2) weeks or more in advance of such conference or seminar with a copy to the unit member's immediate supervisor.
  3. Such released time cumulatively shall not exceed one hundred and fifty (150) teaching hours during any fiscal year, and no one (1) member shall exceed one fifth of the total days.
  4. All such released time over fifty (50) teaching hours shall be reimbursed to the District by the Federation based upon Governing Board Policies, Salary Schedule C1 Lecture, Class IV, Step 4.

D. For Negotiations

1. A maximum of three (3) (or the same number as the District's team, whichever is greater) authorized unit members of the Federation Bargaining Committee shall be released from their regular work duties, with pay, if negotiation meetings with management are scheduled during the working hours of the unit members involved.
2. The District may, where required, provide substitutes for such classes as may be missed by these three (3) unit members (or the same number as the District's team, whichever is greater)

E. For Member Representation

1. The Federation Vice President for Grievance at each college shall be released from his/her regular work duties, with pay, if grievance resolution meetings are scheduled with management during the working hours of the Federation Vice President involved. The parties shall seek to schedule grievance resolution meetings at times when the Federation Vice President is not assigned to classes.
2. A reasonable number, not exceeding five (5) members within the District of the Grievance Committee, shall be released from their regular work duties with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee.