

- 3.3 Funds deducted for SEIU dues pursuant to this article will be remitted to SEIU within five (5) working days of the close of the preceding pay period, provided the District shall not be responsible for delays beyond its control.
- 3.4 The District will provide SEIU with a statement accompanying the remittance, indicating the amount of dues deducted during the preceding pay period and the amount to be remitted to SEIU, with a list of employees for whom dues were deducted.
- 3.5 SEIU shall indemnify and hold the District harmless from any and all claims, demands, or suits, or any other action arising from the provisions of this article.
- 3.6 Any regular classified employee who is not a member of the Union, or who does not make application for membership within thirty (30) days of the effective date of this article or within thirty (30) days of the commencement of employment, shall pay a service fee to the Union.

The obligation to pay a service fee may be met by a monthly deduction from the classified employee's wages and salary or, if the classified employee is a religious objector, by complying with the terms of Section 3.7.

- 3.7 Any employee 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 the Union or pay a service fee. In lieu of a service fee, such employee shall be required to pay an amount equal to the service fee to a nonreligious, non-labor organization charitable fund exempt from taxation under section 501(c)(3) of Title 26 of the Internal Revenue Code.

Any classified employee paying an amount equal to the service fee to one of the organizations above shall submit proof to the Union of such payments on an annual basis, as a condition of continued exemption from the requirement of financial support to the recognized employee organization.

- 3.8 If a classified employee covered by the terms of this agreement who claims a religious objection as provided for in Section 3.7 above does not make application for membership within the prescribed time and does not submit proof of payment to a charitable organization, the Union shall inform the classified employee of his/her obligation to do so. If, after proper notice, the classified employee does not comply with the provisions of Section 3.7, the Union shall notify the District. Upon receipt of such notice, the District shall withhold the service fee from the classified employee's wages and salary and submit such fee to the Union as specified in this article.

#### ARTICLE IV SEIU RIGHTS

- 4.1 SEIU shall have the right of access to areas in which employees work; the right to use institutional bulletin boards, mail boxes, District mail services, and other means of communication, provided that employees' work and District operations are not interrupted. The use of electronic communication must not interfere with District operations, including disrupting normal e-mail service or traffic flow of routine business related communications. SEIU shall have the right to use institutional facilities, provided that such use or access shall not interfere with nor interrupt normal District operations. Arrangements for use of District facilities shall be made in accordance with established District procedures.

- 4.2 On a quarterly basis, the District shall furnish SEIU with a current roster of employees in the bargaining unit, which includes name, date of hire, position number/location, job title, job classification, grade/step, next step date, percentage of load, number of months of employment, VCCCD mail address (if applicable), and home address. Within fifteen (15) days of commencing employment, the District shall provide the Union with the following regarding the new employee: name, home address, VCCCD e-mail address (if applicable), employee ID number, date of hire, job classification, position number/location, months per year, percentage of load, and grade/step.
- 4.3 In addition to other information to be provided under this article, District management shall make reasonable efforts to provide authorized SEIU representatives with access to all documents of public record that would assist SEIU in carrying forth its duties of representation and administration of this Agreement.
- 4.4 SEIU shall be entitled to an ex-officio representative at all public board meetings.
- 4.5 The District shall not implement any recommendation of any advisory committee in a manner that is inconsistent with the terms of this Agreement.
- 4.6 Sufficient copies of this Agreement shall be printed by the District to assure availability of a copy for each existing unit employee, and to each new unit employee during the term of this Agreement.
- 4.7 SEIU may select and appoint three (3) stewards from each campus and one (1) steward from the District Administrative Center. SEIU may select and appoint one (1) Chief Steward. Reasonable release time will be provided for employee-steward consultations and for processing grievances. Any such release time shall be scheduled by mutual agreement of the employee and the supervisor so as to minimize interruption of the operations of the department while recognizing the needs of the employee.
- 4.8 a. The committees listed below, or those established for the purpose of taking action on issues within the scope of bargaining as determined by the EERA, shall have an SEIU appointed representative.
- Safety  
Consultation Council (Participatory Governance)
- b. The Chancellor/President or designee shall determine the need for classified representative(s) to all other new and existing committees and task forces not listed above in 4.8.a. The Chancellor/President or designee shall notify the Union and the Union shall notify all classified employees of the opportunity to serve and request volunteers. The Chancellor/President or designee and the Union shall jointly select the committee member.
- 4.9 The District shall notify the Union via e-mail of the proposed creation, modification and elimination of classifications and positions prior to Personnel Commission or Governing Board action. Notification for the purposes of this section shall be made as early as practical but not later than public notice/posting of Personnel Commission/Governing Board meeting agendas.
- 4.10 The District will provide copies of this Agreement to all managers and supervisors. The District will plan training for managers and supervisors in the terms and conditions of the Agreement upon its ratification. Two (2) hours of release time per year during Fall Flex

Week shall be granted to classified employees covered by this Agreement for training conducted by the Union on the terms and conditions of the Agreement.

- 4.11 The District shall include materials supplied by the Union in the packet given to all new employees within the scope of this Agreement. The packet shall be in a form ready for distribution by the District and include materials related to Union membership, benefits, and activities and employees' contractual rights and obligations under Article 3.
- 4.12 The Chief Steward or his/her designee shall be entitled to released time up to a total of twelve (12) hours per month for Union activities such as meetings and conferences, as determined by the Union.
- 4.13 Notwithstanding any other provisions of this agreement, upon sixty (60) days' notice from the Union, the District may grant a leave of absence of up to three (3) months to an employee for the purpose of participating in Union activities. The college or district administration, as applicable, will recommend approval or disapproval of the leave request. Any recommendation for disapproval shall include adequate documentation explaining why the leave should be denied. The Union will reimburse the District for the employee's wages and benefits during this period of leave. The leave will not be considered a break in service. The Union will not request such leave for more than one (1) employee per year.
- 4.14 The parties agree that employee-employer relations may be facilitated by meetings between Union representatives and the Chancellor or his/her designee and presidents. Either the Chancellor or his/her designee, the president or the Union may request to schedule meetings as needed. Such meetings are not intended to bypass the grievance procedure nor be considered as negotiations. No matters which are, at the time, the subject of negotiations shall be discussed during these meetings.

## ARTICLE V DISTRICT RIGHTS

- 5.1 Except as expressly limited by a specific provision of this Agreement, the District retains the right, powers and authority exercised or had by it prior to the execution of this Agreement to adopt, modify, amend or rescind such policies, rules and regulations as the Governing Board deems necessary.
- 5.2 Except as limited by the terms of this Agreement and by applicable law, it is understood and agreed that the District retains all of its power and authority to direct, manage and control to the full extent of the law. Included in but not limited to those 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 number of personnel required; maintain the efficiency of District operations; build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; take action on any matter in the event of an emergency; and to hire, classify, assign, transfer, evaluate, promote, terminate, and discipline employees.
- 5.3 Reference to laws, policies, rules, codes, statutes, and regulations in this article shall not be deemed to make such matters subject to the Grievance Article of this Agreement.