

## **Article 5      UNION RIGHTS**

### **§ 5.1      Definition of a Unit Member**

A unit member is any regular District classified employee, whether permanent, probationary, full-time or part-time, who is not a temporary, substitute, short-term, student employee, professional expert, or a member of the management team.

### **§ 5.2      Dignity Clause**

All employees are entitled to a workplace where, regardless of their classification, they are treated with dignity, respect and courtesy.

### **§ 5.3      Services Provided**

SEIU shall have the following rights in addition to the rights contained in any other part of this Agreement:

**§ 5.3.1**      Use without charge of institutional bulletin boards, daily bulletin, mailboxes, digital resources and collaboration tools as long as there is no additional cost to the District for the use, and the use of the District mail and email system for the posting or transmission of information or notices concerning SEIU matters, including surveys, polls, and elections;

**§ 5.3.2**      Access to unit members at their place of assignment when such access will not interfere with assigned duties of unit members;

**§ 5.3.3**      Permission to use projectors, computers, servers, media and teleconferencing equipment, or District facilities, when not otherwise used for instructional purposes, without charge for SEIU meetings, subject only to submission of the standard application for Civic Center permit in accordance with Board rules and regulations.

### **§ 5.4      Hire Date and Classification Roster**

**§ 5.4.1**      The District shall provide SEIU upon request a roster of all bargaining unit members every August and January which would include unit member's name, hire date, grade and step placement, job title, departmental assignment, job site, and percent of full time equivalency.

### **§ 5.5      Copies of Documents**

**§ 5.5.1**      The District shall provide SEIU with a digital copy of the Annual Budget for SEIU to fulfill its duties and obligations as the exclusive representative of bargaining unit members covered by this Agreement.

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### **§ 5.6      SEIU Conferences, Unit Meetings, and Membership Meetings**

**§ 5.6.1**      Unit members shall be provided with a total of twenty-four (24) hours paid release time and a reasonable number of unpaid release hours at District discretion per fiscal year to attend SEIU conferences. Prior approval must be obtained for this release time from the unit member's supervisor and the Vice President of Human Resources.

### **§ 5.6.2      SEIU Unit Meetings and SEIU Membership Meetings**

Unit members shall be provided a total of one (1) hour paid release time per month to attend SEIU Unit Meetings and Membership Meetings.

### **§ 5.7      Copies of Agreement**

**§ 5.7.1**      District shall provide a copy of this Agreement, and any amendments thereto, to all bargaining team members, CEC members, and upon request, those unit members who are not able to access an on-line version of the Agreement. SEIU shall pay for one-half of the expenses for printing the Agreement. SEIU and the District shall agree as to final format and where the contract shall be printed.

### **§ 5.8      Classified Executive Council**

**§ 5.8.1**      The District recognizes the Classified Executive Council (CEC) as the governing body of the Santa Rosa Junior College Classified Chapter of SEIU, Local 1021.

**§ 5.8.2**      Beginning with the academic year 2006-2007, the District will provide a total of 0.5 FTE of re-assigned time to the CEC President. Beginning July 1, 2006 SEIU will redirect 0.08% of the COLA in Article 7.1.3 of the 05/06 SEIU/District contract to provide SEIU's portion of the 0.5 FTE reassigned time, and the District will provide the remaining funds.

Beginning with the academic year 2023-2024, the District will provide a total of 0.5 FTE of re-assigned time to the CEC Vice-President/Lead Negotiator. Beginning July 1, 2023 SEIU will redirect 0.08% of the COLA in Article 7.1.1 of the 23/24 SEIU/District contract to provide SEIU's portion of the 0.5 FTE reassigned time, and the District will provide the remaining funds.

In the event that the CEC President and Vice-President/Lead Negotiator position is less than 1.0 FTE, the remaining reassigned time shall be distributed in a manner requested by the CEC.

Notification of the designated unit member(s) and amount of reassigned time shall be submitted to the District by July 1 of each year. Additional reassigned time may be mutually agreed upon for special studies or projects.

**§ 5.8.3**      The District will provide the department(s) of the designated unit member(s) identified in §5.8.2 with the funding necessary to provide coverage for the 1.0 FTE of re-assigned time or in the amount needed to adequately offset the impact on the department of the re-assigned time.

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**§ 5.8.4**      In addition, one (1) hour per month of release time will be provided for members of the Classified Executive Council to attend business meetings. An additional two (2) hours for a total of three (3) hours per month of release time will be given to members of the Classified Executive Council who must commute from other District locations to the Santa Rosa Campus to attend business meetings.

### **§ 5.8.5      Job Steward**

**§ 5.8.5.1**      SEIU shall notify the District in writing of those members of SEIU designated as Job Stewards and any subsequent changes. No more than six (6) members shall be designated as Job Stewards.

**§ 5.8.5.2**      Job Stewards shall be released upon request for a maximum of sixteen (16) hours, travel time inclusive, per month.

**§ 5.8.5.3**      The Job Steward shall request release from the supervisor in charge and shall report in upon return to duty. That release shall not be unreasonably denied.

**§ 5.8.5.4**      Upon entering another work location, the Job Steward shall identify themselves, if possible, to the supervisor in charge of that location and state the purpose and expected duration of the visit.

**§ 5.8.5.5**      The Job Steward may be denied permission by the District's representative to talk to the unit member on their duty time if that will unduly interfere with the unit member's work. Any disagreement over this access shall be immediately referred to the Vice President of Human Resources, or designee, for determination. Provision of this remedy shall not bar use of the Grievance Procedure.

**§ 5.8.5.6**      The Job Steward shall use their own time to perform any duty requirements that exceed the amount of released time granted in this section. If a Job Steward is required, because of the sixteen (16) hour limitation, to pursue a duty requirement that includes meeting with a management representative after regular working hours, management shall make reasonable efforts to have a representative available for such a meeting outside normal working hours.

**§ 5.8.5.7**      Stewards shall report use of release time with the online Notice of Absence (NOA) form. The NOA for this release time will be submitted monthly.

### **§ 5.9      Committee Assignments/interview Committees**

**§ 5.9.1**      The District recognizes and affirms the value of classified representation on District standing, ad-hoc, and interview committees, and will affirmatively encourage an atmosphere that provides unit members with a reasonable opportunity to participate on District committees.

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Whenever possible, participation will rotate inter- and intra-departmentally, encouraging more unit members to participate in standing, ad-hoc and interview committees, and to minimize the impact of unit members participation on any particular department.

**§ 5.9.2**      For Classified hiring, one classified appointment per screening and selection committee shall be made by each of the SEIU and Classified Senate Presidents, or their designee. For Management hiring, one classified appointment per screening and interviewing committee shall be made by the SEIU President, or their designee. Classified appointments to faculty hiring committees are optional and will be approved by the SEIU President, or their designee. Probationary unit members shall not participate on hiring committees. Exceptions to this provision must be granted in writing by the SEIU President and Classified Senate President.

SEIU will be granted representation on District committees related to terms and conditions of employment such as, but not limited to: Auxiliary Enterprise, Board of Review, Classification Review Committee, College Council, District Access, District Facilities Advisory Committee, District Online, Equal Employment Opportunity Advisory, Fringe Benefits, Institutional Technology Group, Integrated Student Success, Planning and Budget Council, President's Consultation Council, Professional Development, Student Health Services Advisory, and Sustainability.

Prior to appointment, the employees in the bargaining unit shall indicate in writing (or email) to their supervisor and to the individual who will be appointing them that they have discussed the appointment with their supervisor.

**§ 5.9.3**      No employee in the bargaining unit may serve on more than one (1) standing or ad-hoc committee, stand-alone task force or work group and one (1) screening and selection committee per semester. Exceptions to this provision must be granted in writing by the supervisor.

### **§ 5.10      Ratification**

**§ 5.10.1**      At a time to be mutually agreed upon by SEIU and the District, each bargaining unit member may have one (1) hour of release time for the purpose of attending a ratification session.

**§ 5.10.2**      The unit member will provide their immediate supervisor with written notification of absence. When possible, this notification will take place at least 24 hours prior to time of release.

### **§ 5.11      Negotiations**

**§ 5.11.1**      SEIU Negotiators (including the Vice President/Negotiator) will be provided release time, up to a maximum of 10 hours per month for negotiations prep-time.

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### **§ 5.12      Contractual Release Time**

**§ 5.12.1**      Contractual release time is required to be documented on a Notice of Absence form (NOA) and submitted to the unit member's supervisor for approval.

### **§ 5.13      Monthly Bargaining Unit Report:**

Santa Rosa Junior College District (the District) shall provide SEIU 1021 (the Union) with a Bargaining Unit Report in electronic malleable format (Excel) on a monthly basis of all current unit members covered by this Agreement, which shall include each unit member's:

- Full Name
- Job Classification
- Department
- Membership Status (member, non-member)
- Work Location (where the member works, not just their mailing address)
- Work phone number
- Personal phone number
- Work e-mail
- Personal e-mail
- Home address
- Hire Date

A member may opt-out by writing or emailing the Chapter President or SEIU Field Representative if they wish not to provide the following information to SEIU:

- Home address
- Personal Phone Number
- Personal E-mail

The SEIU Field Representative will provide the District with this information on a monthly basis.

### **§ 5.14      New Employee Onboarding/Benefit Orientation:**

**§ 5.14.1**      The District shall provide the SEIU President and SEIU Field Representative with timely electronic notice of ten (10) working days where possible but no less than five (5) working days of any onboarding or benefit orientation and send an electronic list of confirmed participant(s) at least forty-eight (48) hours in advance. This list may change as participants add after the confirmation list is sent.

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**§ 5.14      New Employee Onboarding/Benefit Orientation (Continued)**

**§ 5.14.2**      The District agrees that each newly hired unit member shall be required to participate in an in-person new employee orientation during regular working hours, onsite and without loss in compensation conducted during any District's onboarding and benefits orientation. SEIU will be allotted time for a thirty (30) minute presentation at any onboarding and benefits orientation.

**§ 5.14.3**      A newly hired unit member who does not attend their in-person new employee orientation shall be required to attend the following orientation as a make-up session. All of the same terms apply to the make-up session as outlined in section 5.14.

**§ 5.14.4**      The District will include the SEIU Member Application and an informational welcome notice from SEIU in its onboarding forms to all new unit members during the hiring process. SEIU may produce a video and the District will make it available to new unit members.

**§ 5.14.5**      The District shall grant the SEIU designee(s) release time (up to one (1) hour) without loss in compensation to attend and conduct these meetings.

**§ 5.14.6**      If SEIU requests that District representative(s) be absent from the room during the sessions, meetings or trainings conducted by SEIU with newly hired employees, SEIU's allotted thirty (30) minute presentation will be scheduled as the final item of the District's onboarding and benefits orientations.

**§ 5.15      Protecting Bargaining Unit from non-exclusive third parties.**

The District shall promptly notify the Union of any third party requests for contact and/or demographic information of bargaining unit members. The District shall promptly provide the Union with a copy of the request and any materials submitted with the request.

The District shall provide the Union with at least five (5) working days to review the request prior to the employer responding to the request. The employer agrees to consider the Union's response prior to disclosing to a third party any contact and/or demographic information of the bargaining unit members.

**§ 5.16      Meet and Confer**

Pursuant to Government Code 3505, SEIU and the District shall meet and confer in good faith when changes in working conditions or other areas within the mandatory scope of bargaining are to occur.