

1 **ARTICLE 3: ORGANIZATION RIGHTS**

2 3.1 CSEA shall have the right to represent the classified employees as defined in
3 Appendix A in their employment relations with the District.

4 3.2 Designated CSEA representatives and CSEA Labor Relations Representatives
5 shall have the right of access to areas in which unit employees work only at non-
6 duty times, or at scheduled rest and lunch periods. Within ten (10) workdays of
7 execution of this Agreement, CSEA shall provide the District with a list of not
8 more than twenty-five (25) unit employees designated to serve as CSEA
9 representatives pursuant to this Agreement, and the name of the CSEA Labor
10 Relations Representative assigned to the District. The list of unit employees
11 shall indicate the employees' names, and their titles/functions as CSEA
12 representatives. In the event of any changes in said list, the District shall be
13 given five (5) workdays advance notice before another unit employee may
14 replace an employee on the list as a CSEA representative. If the CSEA Labor
15 Relations Representative assigned to the District is changed, CSEA shall
16 immediately provide the District the name of the new representative, except in
17 the event of extenuating circumstances, in which case CSEA shall provide such
18 name to the District as soon as possible. Access to areas in which the
19 employees work by CSEA representatives and the CSEA Labor Relations
20 Representative shall not interfere in any way with the employees' duties or the
21 District operations, except when a CSEA representative(s) and/or CSEA Labor
22 Relations Representative is participating in a District authorized meeting with
23 management in order to resolve a grievance pursuant to Article 4: Grievance
24 Procedure.

25 3.3 CSEA shall have the right to use District designated institutional bulletin boards,
26 mailboxes, and other means of communication, subject to reasonable regulation
27 by the District.

28 3.4 CSEA shall have the right to use the District's computer system to host a Chapter
29 website, with links to it from the District's Index page and from the Site Contents
30 page under the heading of Classified Resources. The Classified Resources
31 heading shall have other District links that may be of interest to classified
32 employees, such as salary schedule, employment opportunities, and staff
33 development. If these pages change names, there shall be links from the
34 replacement pages to the CSEA chapter website.

35 3.4.1 CSEA agrees to abide by the applicable standards established by
36 the Web Standards Committee. CSEA shall administer this site.
37 CSEA shall not add material of a derogatory nature concerning the
38 District or any employee to this web site. This shall not preclude
39 CSEA from posting its newsletters and general information items
40 concerning the bargaining unit and its activities. Material deemed
41 to be of a derogatory nature shall be removed or modified after
42 mutual agreement between CSEA and the District. If mutual
43 agreement cannot be reached, the District reserves the right to
44 disable the link to the disputed material until such time an
45 agreement can be reached. CSEA will not endorse Board of
Trustee candidates or other political candidates or initiatives on its

1 web site if it is deemed by District's Counsel that it would be
2 unlawful or inappropriate for CSEA to use the District's web site for
3 this purpose. CSEA will endeavor to keep the web site current.

- 4 3.5 CSEA shall have the right to use institutional facilities at reasonable times as
5 determined by the District for the purpose of meetings concerned with the
6 exercise of the rights guaranteed under Chapter 10.7 (commencing with Section
7 3540) to Division 4 to Title I of the Government Code.
- 8 3.6 The District shall provide the CSEA President with one (1) parking permit for the
9 use of the CSEA Labor Relations Representative which shall be valid for the
10 duration of this Agreement.
- 11 3.7 The District shall provide the CSEA President with ten (10) copies of the seniority
12 list for each classification of unit employees subject to layoff. The list for each
13 such classification shall be provided to CSEA prior to the effective date of the
14 layoff. If and when seniority lists for other classifications are available as
15 determined by the District, the District shall provide the CSEA President with ten
16 (10) copies of such seniority lists.
- 17 3.8 The District shall provide CSEA with three (3) copies of the adopted District
18 budget and a copy via current media technology as the District may have the
19 capability to produce.
- 20 3.9 The CSEA President or representative shall be a member of the Coordinating
21 Committee.
- 22 3.10 The District shall provide the CSEA President with three (3) copies of a complete
23 agenda, excluding any confidential or personnel matters, for each Board of
24 Trustees meeting.
- 25 3.11 On an annual basis, the District shall grant a maximum of five (5) working days of
26 release time without loss of compensation if on assigned duty, to each of the four
27 (4) unit employees designated by CSEA for attendance at the CSEA Annual
28 Conference. All expenses related to attendance at the Conference shall be
29 borne by CSEA and/or the unit employees.
- 30 3.12 Within fifteen (15) workdays of the effective date of this Agreement, the District
31 shall provide each unit employee with one (1) copy of this Agreement. The
32 District shall also provide CSEA one (1) copy of this Agreement on a PC
33 formatted 3.5" diskette or via other computerized medium as the District may
34 have the capability to produce. Thereafter, the District shall provide each new
35 unit employee with one (1) copy of this Agreement within fifteen (15) workdays of
36 employment.
- 37 3.13 CSEA is entitled to have three (3) unit employees serve as voting members on
38 the District's Planning and Budgeting Committee and also three (3) unit
39 employees to serve as alternate members on this Committee. The Chairperson
40 of the District's Planning and Budgeting Committee shall provide CSEA a
41 minimum of two (2) weeks advance notice of the initial annual Planning and
42 Budgeting Committee meeting. CSEA shall submit the names of the unit
43 employees to the Chairperson of the Committee a minimum of five (5) workdays
44 prior to the initial meeting of the Committee. If the Chairperson of the Committee
45 has any questions/concerns about the unit employee(s) named to serve on the

1 Committee, the Chairperson will contact the CSEA President to discuss these
2 questions/concerns.

3 3.14 By January 31 each year, the District shall annually provide CSEA with one (1)
4 copy of a District organizational chart depicting number(s) of positions per
5 classification reporting to each manager, at each level of managerial
6 responsibility, except in the case of extenuating circumstances in which case the
7 District shall provide such organizational chart to CSEA as soon as possible.
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