

**ARTICLE 4**  
**UNION SECURITY AND UNION RIGHTS**

- 4.1 **Agency Shop**: Each employee in the bargaining unit shall contribute to the cost of administration of this contract by the Union and for the representation of workers in the bargaining unit by the Union. Such contribution shall be by membership dues or a service fee or charitable contribution in an amount certified by the Union as the cost of Administration and representation. The amount shall not exceed the established Union dues. The College will provide member payroll information to CCEU in a computerized format.
- 4.1.1 Any employee subject to this Article who is a member of a bona fide religion which has historically held conscientious objections to joining or financially supporting an employee organization shall, upon satisfactory verification by the Union and the District of active membership in such a religious body, be permitted to make a charitable contribution equal to the established service fee. Such contribution shall be made by regular payroll deduction only, except as provided for in Section 4.1.2.
- 4.1.2 All payments for Union dues, service fees, or charitable contributions shall be by payroll deduction except that Unit members may request to pay by lump sum instead of payroll deduction. Union or nonunion unit members exercising this option shall be required to submit a paid receipt from the Union to the District payroll office specifying the time period covered by the payment. Without such a receipt, Union dues or service fees shall be deducted from salary orders per Section 4.1.1. Such dues, service fees, or charitable contributions paid as direct payments shall be made on a fiscal year basis only. The District shall remit the deducted dues or service fees and other mutually agreed payroll deductions to the Union as soon as possible after the deduction.
- 4.1.3 A unit member qualified to exercise the charitable contribution option provided in Sections 4.1.2 and 4.1.3 of this contract may designate that his/her contribution be sent to one of the following mutually designated organizations:
- A. United Way of Santa Cruz County
  - B. Cabrillo College Foundation
  - C. American Society for the Prevention of Cruelty to Animals (ASPCA)
- Such assignment shall remain in effect for the year of designation and shall continue for subsequent years until changed in writing by the Unit member.
- 4.1.4 The Union agrees to indemnify, defend and hold the District harmless from any and all claims instituted against the District arising from its actions relating to the provisions of this Article.
- 4.2 The Union may use the college mailboxes and bulletin board spaces designated by the President subject to the following conditions:

- 4.2.1 All postings for bulletin boards or items for college mail boxes must contain the date of posting or distribution and identification of the Union, and designated authorization of the Union, together with a designated authorization by the Chapter President; and
- 4.2.2 A copy of such postings or distributions must be delivered to the President or designee at the same time as posting or distribution.
- 4.3 The Union shall have the right to review at reasonable times and receive upon request without cost, copies of current materials prepared, excluding privileged information, relating to the wages, hours, and other terms and conditions of employment, which are relevant for SEIU to fulfill its duties and obligations as the exclusive representative of the unit employees covered by this contract.
- 4.4 In all cases in which release time is authorized in this article, the following shall apply:
- 4.4.1 Any unit member (except for the Chapter President, refer to section 4.6.4) intending to utilize release time shall, whenever possible, provide advance written notification to their immediate supervisor (and/or other college administrator as set forth below, see section 4.6.2).
- 4.5 Representatives of the Union shall be permitted access to District facilities during working hours for the purpose of processing and investigating grievances upon notification to the immediate supervisor. Contact with employees will not interfere with the work of the District.
- 4.6 **Release Time for Officers, Stewards and Committee Members:** Up to three (3) Union representatives shall be allowed to attend, without loss of compensation, meetings scheduled with designated representatives of the District to meet and confer on matters within the scope of representation. The limitation of three (3) employees may be waived upon mutual agreement. Further, the District shall allow an employee and his/her job steward time off with pay, in an amount set by mutual agreement, for the investigation and/or processing of grievances or disciplinary appeals. In no instance shall this investigation and/or processing interfere with the work of the District.
- 4.6.1 Up to three official Union representatives may attend Governing Board meetings on release time absorbed by the District.
- 4.6.2 Bargaining unit employees shall be granted one (1) hour release time per month to attend the monthly general membership meeting. CCEU will provide advance notice to Human Resources of monthly general membership meetings. Shop stewards or any member of the bargaining unit acting in a representational capacity shall be granted release time for grievance investigation and representation, disciplinary investigation and representation, attendance at hearings called by the District and/or pursuant to the administration of this agreement, and/or arbitrations.
- 4.6.3 Union members appointed to District committees shall receive release time to attend meetings of those committees and, upon prior approval from the District or

by prior determination of the committee itself, to complete committee assignments. Release time provided in this section shall not impede or inhibit the efficient operations of the District.

- 4.6.4 The College shall grant to the Chapter President up to a maximum of 20 hours of release time per week to the Union for the purpose of conducting Union business. Any time not used shall not accumulate. The President of the Chapter shall coordinate the time taken off for Union business with his/her immediate supervisor. Union release time shall be reported on a form developed by the College.
- 4.7 **Notification of Union Representation:** When a person is hired in any classification represented by CCEU, the District will notify that person that the Union is the recognized bargaining representative for the workers in the unit and provide that person with a copy of the current contract and the terms of the agency shop provisions.
- 4.8 **Names and Addresses of Covered Workers:** The District shall provide the Union with the names and addresses of all workers within the representation unit two (2) times per year, subject to the right of the employee to designate their address as confidential. Such notice shall be in July and February of each year. Such list shall be provided without cost to the Union.
- 4.9 **Printing of the Contract:** The District will print copies of the contract within sixty (60) days of ratification. Temporary copies of the contract shall be available upon request if sixty (60) days has lapsed.
- 4.10 **Stewards:** The District recognizes the need and affirms the right of CCEU to elect Job Stewards from among employees in the bargaining unit.
- 4.10.1 **Selection of Job Stewards:** The Union shall elect Job Stewards who will represent employees in the bargaining unit, and will notify the District of the names of these stewards and any further changes thereof.
- 4.11 **Negotiation Committee:**
- 4.11.1 There shall be five (5) official employee representatives and two (2) alternates constituting the classified bargaining negotiation committee.
- 4.11.2 The District agrees to provide release time without loss of compensation to negotiating committee members for the purpose of negotiation; and further agrees to provide one (1) hour of release time for preparation for each committee member and alternate per each scheduled negotiation session.
- 4.11.3 With the agreement of the District, resource persons who are employed by the District shall be allowed release time to attend negotiation preparation meetings for the purpose of providing information to the committee on specific issues. All such meetings shall be prearranged and scheduled by the committee in cooperation with the District.

- 4.12 Upon request by the Union, the parties will negotiate the price of available office space for a Union office on-site in order to facilitate improved labor relations.
- 4.13 **Commencement of Negotiation:** In accord with the public notice requirements of the Government Code, notice of intent to alter or amend this Contract shall be given by either party at least forty-five (45) days prior to its expiration date. Negotiations shall begin at a mutually agreeable time and place as soon as is practical and reasonable.
- 4.14 **Agreement of Parties:** Proposed negotiable policies affecting the bargaining unit shall be subject to meet and confer with the Union. Meet and confer means the Union will be given a meaningful opportunity to meet with the District and state its position, suggestions and reasoning regarding proposed negotiable policies.
- 4.15 The District agrees that its policy will be to restrict outside contracting of work which has been routinely performed by a unit member when such contracting of work would result in related loss of positions or a reduction in assigned hours (with related loss of wages) for such unit member. Such restrictions shall not apply to other public educational entities, or where there is insufficient work to warrant at least a fifty percent (50%) position. The Union shall be given at least 10 working days notice. The parties shall, upon the request of either, meet and confer prior to contracting out bargaining unit positions. Each year, upon written request of the Union, the District shall provide to the Union a complete report of all work that was contracted out during the previous fiscal year.