

TENTATIVE AGREEMENT  
*By And Between*  
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT  
*And*  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
SAN BERNARDINO CCD CHAPTER #291

August 28, 2017

**ARTICLE 5: RIGHTS OF ASSOCIATION AND MEMBERS**

5.1 Nothing in this Agreement shall be construed to deny or restrict any unit member's rights provided under the Educational Employment Relations Act or other applicable State Laws and regulations. The PARTIES recognize the right of unit members to join and participate in the legal activities of the ASSOCIATION, and the alternative right of unit members not to join the ASSOCIATION and participate in such activities.

5.2 The ASSOCIATION shall have the following rights in addition to any rights contained in other portions of this Agreement pursuant to the following:

5.2.1 **ACCESS TO EMPLOYEE WORK AREA.** A reasonable number of ASSOCIATION representatives shall have the right of access to areas which employees work during non- duty hours, such as lunch and rest periods, provided there is no undue interference with DISTRICT operations.

5.2.2 **COMMUNICATION WITH MEMBERS.** The ASSOCIATION may use institutional bulletin boards, mailboxes, and other means of communication subject to reasonable regulations by the DISTRICT. Prior to posting on bulletin boards, a copy of the communication shall be furnished to the DISTRICT. All terms to be posted shall bear the date of posting and the name and authorization of the ASSOCIATION and shall be removed by the ASSOCIATION when applicability ceases.

5.2.3 **USE OF DISTRICT FACILITIES.** The ASSOCIATION has the right to use designated DISTRICT equipment, facilities, and buildings during non-duty hours, provided that advance permission is secured from the appropriate site administrator and all costs of materials are borne by the ASSOCIATION, unless waived by the Chancellor/or designee.

a. The District will provide the Chapter with a permanent designated office space to conduct Association business at each DISTRICT site.

5.2.54 **COPIES OF THE CONTRACT.** The DISTRICT agrees to provide copies of this Agreement to all unit members after the execution of re-opener and successor contract agreements. At the completion of each negotiation period the DISTRICT and ASSOCIATION will agree on a date when contract copies will be distributed. All new employees shall be provided a copy of this agreement by the DISTRICT at the time of employment.

5.2.6**5 FINANCIAL INFORMATION** Upon request by the ASSOCIATION, the DISTRICT shall make available to the ASSOCIATION all public documents relating to finances which are relevant to the representation of the bargaining unit, including the CCFS 311, after adoption by the Board of Trustees.

5.2.7**6 BOARD AGENDA** The DISTRICT shall provide the ASSOCIATION President with a printed copy of the Board Book as well as copies of the agenda prior to the meetings of the Board of Trustees.

**5.2.7 PAID RELEASE TIME.** (NEW LANGUAGE)

**5.2.47.1 The DISTRICT shall provide the ASSOCIATION the following release time to unit members:**

**PRESIDENTIAL PAID RELEASE TIME:** The President of the ASSOCIATION or designee shall be granted ~~five hundred (500) hours~~ **six hundred and fifty (650) hours** of paid release time per fiscal year to be used for ASSOCIATION business. The President of the ASSOCIATION will be allowed to designate bargaining unit members other than the President to use portions of this allocation.

- a. A written notice must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.
- b. Any hours beyond the ~~five hundred (500) hours~~ **six hundred and fifty (650) hours** require approval of the DISTRICT.
- c. **Any hours used by unit members as Presidential Paid Release Time shall be noted as "PRT" on the unit member's work report.**

~~5.2.4.1~~ **7.2** The Association shall be granted one hour of release time per semester to meet with all bargaining unit members to conduct the business of the Association. The meetings may be scheduled during the workday as long as there is a two (2) week advance notice provided to the District.

**5.2.4.3-47.3 ANNUAL CONFERENCE DELEGATE PAID RELEASE TIME:**

The ASSOCIATION shall have the right to paid release time for ASSOCIATION CHAPTER delegates to attend the ASSOCIATION annual conference. The actual number of delegates is based on the official CSEA guidelines as printed by the state office of the California School Employees Association, not to exceed seven (7) delegates.

- a. **A written notice must be submitted to the DISTRICT at least five (5) days in advance, when possible, prior to such release.**

~~5.2.4.3-27.3~~ **STATE-LEVEL OFFICER PAID RELEASE TIME:** The ASSOCIATION may use up to eighty (80) hours of paid release time per fiscal school-year for attendance at state-level activities. This shall apply only

to duly elected/appointed state-level officers who are members of the CHAPTER.

- a. The ASSOCIATION will furnish the DISTRICT with a list of elected/appointed state-level officers who are members of this CHAPTER within thirty (30) calendar days of the election/appointment.
- b. The ASSOCIATION President shall submit an official notice of ASSOCIATION- related absence in writing to the DISTRICT at least five (5) working days, when possible, prior to such release time.
- c. Any hours beyond eighty (80) hours requires approval of the DISTRICT.
- d. Any hours used by unit members as State-Level Officer Paid Release Time shall be noted as "SRT" on the unit member's work report.

**5.2.87.4 RELEASE TIME FOR GRIEVANCE PROCESSING.** Reasonable paid time shall be used by the ASSOCIATION for grievance investigation or preparation. An authorized ASSOCIATION officer or representative shall be released from his/her regular work duties, with pay, when grievance resolution meetings are scheduled during regular working hours.

- a. Any hours used by unit members as Release Time for Grievance Processing shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, if when possible, prior to such.

**5.2.97.5 RELEASE TIME FOR NEGOTIATIONS PROCESSING.** The ASSOCIATION shall have the right to designate five (5) employees who shall be given reasonable time without loss of compensation to prepare for and participate in matters of employer-employee relations. No more than one (1) person from a single department shall be appointed to the negotiating team. The Chapter President may designate additional unit members under this provision for the ASSOCIATION ratification processes for tentative agreements agreed to with the DISTRICT.

- a. Any hours used by unit members as Release Time for Negotiations Processing shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, unit members shall inform their supervisors by email at least five (5) days in advance, if when possible, prior to such release.

5.2.407.6 **RELEASE TIME FOR NEW HIRE EMPLOYEE ORIENTATION.**  
Reasonable paid release time shall be used by the ASSOCIATION for the purpose of preparing and presenting information on CSEA membership at new hire employee orientations. When possible, an ASSOCIATION representative(s) will be assigned from the site at which designated by the Chapter President to attend the DISTRICT scheduled orientation ~~is~~ to be conducted

- a. Any hours used by unit members as Release Time for New Hire Employee Orientation shall be noted as "CRT" on the unit member's work report.
- b. For record keeping purposes and so that coverage can be provided, Unit members shall inform their supervisors by email at least five (5) days in advance, if when possible, prior to such.

This agreement is subject to all approvals required by the Association and District.

DISTRICT:



Amalia Perez, Lead Negotiator

ASSOCIATION:



Grayling Eaton, Chief Negotiator  
Chapter President



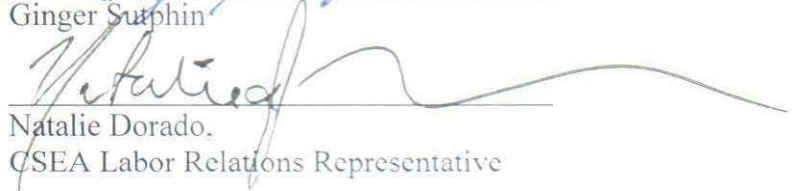
Stacy Garcia



Kevin Palkki



Ginger Surphin



Natalie Dorado,  
CSEA Labor Relations Representative