

ARTICLE 3

BOARD-UNITED FACULTY RELATIONS

- 3.1 **NO POLICY IN CONFLICT WITH CONTRACT:** The Board shall not adopt or allow to be adopted any Board Policy, Administrative Procedures or any other rule or regulation which is in conflict with this Agreement. If any existing Board Policy, Administrative Procedure, or other rule or regulation conflicts with this Agreement, this Agreement shall govern.
- 3.2 **MODIFICATIONS TO BOARD/ADMINISTRATIVE POLICIES:** Existing written Board Policies and Administrative Procedures that are not covered in the contract but are within the scope of bargaining will not be changed without giving the United Faculty 30 days notice for analysis and comment, and the opportunity to negotiate.
- 3.3 **POLICY CHANGES AND UF RIGHT TO REVIEW:** All proposed new Board Policies, Administrative Procedures or other rules or regulations within the scope of bargaining of the District or any of its sub-units shall be forwarded to the United Faculty at least thirty (30) work days before adoption for analysis, consideration and comment.
- 3.4 **RELEASED TIME FOR UNITED FACULTY OFFICERS:** The District will pay for 2 FTE of United Faculty release time; United Faculty is limited to a maximum of 4.5 FTE release time (this figure includes the 2 FTE release time provided by the District). If any release time, including United Faculty release time, results in the faculty member's semester load exceeding 1.0, the faculty member shall be allowed to "bank" the amount in excess of 1.0 and utilize it according to 7.11.
- 3.4.1 Such 4.5 FTE released time shall be calculated based on the District load policy.
- 3.4.2 All such released time shall be reimbursed to the District by the United Faculty. The replacement cost for released time for United Faculty will be calculated based on step 1, column 1 of the salary rate on B-2 schedule. UF and 4CD agree that as of July 1, 2019, there are no outstanding prior-year debts related to reassigned time.
- 3.4.2.1 The District and United Faculty agree that a fifteen (15) hour per week faculty load will be used when computing United Faculty's release time billing.
- 3.4.3 The District agrees to grant to the United Faculty Executive Committee and four (4) grievance officers released time for attendance at conferences and seminars pertaining to labor relations activities. No District payment shall be made for travel, rooms, meals or related expenses.
- 3.4.3.1 Such released time shall be requested, wherever possible, two (2) weeks or more in advance of such conference or seminar.
- 3.4.3.2 Such released time cumulatively shall not exceed two (2) FTE during any fiscal year, and no one member shall exceed one-fifth (1/5) FTE.

3.4.3.3 All such released time shall be reimbursed to the District by United Faculty as in Article 3.4.2.

3.5 **RELEASE TIME FOR NEGOTIATIONS:** A reasonable number, not exceeding seven (7) members of the Bargaining Committee, shall be released from their regular work duties (whether regular, part-time, night-time, or summer classes) with pay, when negotiation meetings with management are scheduled during working hours of the employees involved. Normally, negotiations will take place after 2:00 p.m.

3.5.1 **Grievance Committee:** A reasonable number, not exceeding five (5) members of the Grievance Committee, shall be released from their regular work duties (whether regular, part-time, night-time, or summer classes) with pay, when assisting members in grievance resolution meetings which are scheduled with management during the working hours of the Grievance Committee member involved. No more than one member of the college Grievance Committee may be released at any given time. This does not include the United Faculty president or vice-presidents.

3.6 **DOCUMENTS PROVIDED TO THE UNION:** The Board shall provide the United Faculty the following documents on a regular basis at no cost to the United Faculty. Special issues, updating, modifications, corrections, shall be provided at the same time distribution is made to management employees.

3.6.1 Five (5) copies each of:

- Directory of District Personnel
- Governing Board agenda packets and minutes excluding confidential materials

3.6.2 Four (4) copies each of:

- Board Policy and Administrative Procedure books
- Budgets, tentative, official, and line item for District and all Colleges

3.6.3 One (1) copy each (or the equivalent) of:

- Audio tapes of public sessions of regular and special Board meetings which are taped
- All general enrollment data
- UM-05 Faculty Load
- UM-06
- UM-15 Reassigned Time
- UM-18 Program Review
- UM-31 Program Review
- UM-37 ADA/FTE
- UM-42 Cost-ADA
- ES-24 Personnel Budget Projection Report
- UM-12
- UM-20
- UM-44
- ES-65
- ES-35 Annual report plus April and November report

- Annual Five (5) Year Construction Plans report
- Annual Deferred Maintenance Plan report
- Annual Audit Report

3.6.4 The District shall provide the United Faculty with any document available to the public, for example CCFS-311. The United Faculty shall pay reasonable photocopying costs for documents.

3.7 **DUES:** The following provisions shall apply to dues for unit members.

3.7.1 **Part-Time Employees:** District agrees to deduct dues in uniform amounts from all temporary (part-time) employees within the unit recognized upon notification by United Faculty that said employees have affirmed union membership. Such dues shall be transmitted to the treasurer of the United Faculty. The authorization for dues deduction shall remain in full force and effect unless the District receives notice of revocation from United Faculty.

3.7.2 Membership Dues:

3.7.2.1 United Faculty agrees that it shall furnish a "Certification Form" to District, legally executed, certifying United Faculty membership dues or service charge. Such certification shall be furnished annually prior to June 10 or upon any change in such dues or service charges. The certification shall provide substantially the following:

I certify that the dues and service charge for employees eligible within the unit for membership dues and service charges requirements is \$_____ per _____.
 Effective Date _____
 Date of Certification _____
 Signature _____
 Title _____

3.7.2.2 District shall, prior to or at the time an individual's employment commences or status changes to bring him/her into the eligible classes, furnish to each employee a membership application/enrollment card provided by United Faculty.

3.7.2.3 United Faculty shall, by the 15th day of each month, provide the District with a listing of new or withdrawing union members, upon which listing the District shall take action to commence or cease deductions in that month.

3.7.2.4 District agrees that during the life of this contract and to the extent the laws of the State of California permit, and as provided in this article, District will deduct one (1) month's current and periodic United Faculty membership dues or service charge amount based upon the "Certification of Membership Dues and Service Charges" in uniform amounts, from the pay of each eligible employee as identified by United Faculty.

- 3.7.2.5 Changes in the amount of monthly uniform United Faculty membership dues or service charges, for any dues or deductions within this article, must be delivered to the District by United Faculty at least thirty (30) calendar days prior to the day the pay warrant will be issued.
- 3.7.2.6 All sums deducted by the District shall be remitted to United Faculty at the address given to the District by United Faculty once each month by the fifteenth (15th) calendar day following the pay period on which the deductions were made. District shall notify with each remittance the name of each employee and the amount of deduction.
- 3.7.2.7 District shall not be liable to United Faculty by reason of the requirements of this article for the remittance or payment of any sum other than that constituting actual deductions made from the wages earned by the employee. United Faculty agrees it shall indemnify and hold the District harmless from any liability arising from any and all claims, demands, suits, or other actions arising from compliance with this article, or, in reliance on any list, notice, certification or authorization furnished under this article. United Faculty, in addition, agrees it shall refund to District any sums paid to it in error.

3.8 **BUDGET COMMITTEE:** It is agreed United Faculty may select a United Faculty Committee of no more than eight (8) members to meet with the Vice Chancellor of Finance and Administration as a "Budget Policy, Allocation and Review Committee." Such meetings shall be called by the Vice Chancellor of Finance and Administration every two (2) months for the purpose of reviewing budgetary information, receiving input, and consulting with the representatives of the United Faculty; the meeting shall not be for the purpose of negotiations.

3.8.1 It is agreed United Faculty may select a United Faculty Committee of no more than six (6) members to meet with the College President and/or designee(s) on the respective campuses for the purpose of reviewing campus budget information. Such meetings shall be called by the respective President and/or designee(s) on an approximate bi-monthly basis.

3.8.2 Any such meetings shall be without released time payment for faculty participants.

3.9 **CONSULTATION PROCEDURE:** There shall be a Contract Review Committee(s) (CRC) composed of management and United Faculty representatives. Membership will include the President of the United Faculty and the Chancellor or their designees. The committee will also include two (2) members appointed by each party or more by mutual agreement. The same members need not attend each meeting. Different panels of the committee may address different issues. It is agreed that, as a member of CRC, the Chancellor will meet with the United Faculty at least six (6) times per year.

3.9.1 The committee will meet at least six (6) times per year. Additional meetings may be scheduled by mutual agreement. Any agenda items must be presented to the other party at least five (5) days before the meeting for approval. The agenda will include any specific action proposed to be taken.

3.9.2 The committee(s) may address:

3.9.2.1 Interpretation of the contract.

3.9.2.2 Rules and regulations for managing the agreement.

3.9.2.3 Procedures used in case of emergencies (the advanced notice requirement need not be followed in these instances.)

3.9.2.4 Consultation issues not addressed through other procedures.

3.9.3 The committee issues which may require changes in the collective bargaining agreement must be submitted to the parties for final approval.