

**TENTATIVE AGREEMENT
BETWEEN THE COAST COMMUNITY COLLEGE DISTRICT
AND THE COAST FEDERATION OF CLASSIFIED PROFESSIONALS, LOCAL 4794**

June 8, 2022

This Tentative Agreement between the Coast Community College District and the Coast Federation of Classified Professionals, Local 4794 (hereinafter referred to as the "Federation") is expressly made pursuant to the Educational Employment Relations Act and the Collective Bargaining Agreement ("Agreement") between the parties.

All language currently in effect in the Agreement is intended to remain unchanged except as agreed below.

ARTICLE 2. FEDERATION RIGHTS.

2.1 Right of Access. The District agrees that designated Federation officers will have access to bargaining unit employees. The Federation agrees not to interfere with the employees' normal duties, and further agrees to contact the employees only during breaks and before or after normal working hours, except in situations where immediate representation is required. The Federation agrees to keep the District advised in writing of designated officers.

2.2 Bulletin Boards. The Federation shall have access to the use of one-third of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth herein will be identified as Coast Federation of Classified Professionals/AFT, Local 4794. Any notice posted pursuant to this Section shall be signed and dated by an officer of the Federation.

2.3 Distribution.

A. Use of District Mail System. The Federation may make general distribution of materials and information to bargaining unit employees utilizing the District's mailboxes, voice mail, and email, so long as the material and/or information is not in violation of law. The Federation will distribute such materials using its own staff. Materials for distribution to Coastline College employees not assigned to the Coastline Student Service Center may be distributed through the District mail system. Any materials distributed pursuant to this Section shall be clearly identified as to source and shall be authorized by the President of the Federation. The Federation will send a copy to the Vice Chancellor of Human Resources of any materials distributed through the District mail system that are initiated by the Federation.

B. Mailboxes. Each bargaining unit member shall have a designated mailbox located at the employee work site. Each bargaining unit member shall be assigned an e-mail account.

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All language currently in effect in the Agreement is intended to remain unchanged except as agreed below.

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2.2 Bulletin Boards. The Federation shall have access to the use of one-third ~~(4/3)~~ of the space of the official bulletin board designated at each District facility for posting notices of its activities. The appropriate space as set forth herein will be identified as Coast Federation of Classified ~~Employee-Professionals/AFT~~, Local 4794. Any notice posted pursuant to this Section shall be signed and dated by an officer of the Federation.

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B. Mailboxes. Each bargaining unit member shall have a designated mailbox located at the employee work site. Each bargaining unit member shall be assigned an e-mail account.

2.4 Use of District Facilities.

A. Federation Meetings. The Federation shall have the right to use, without charge, District facilities at reasonable times for the purpose of meetings concerned with its representation rights at the District, provided that such use shall not interfere with, nor interrupt, normal District operations, and that arrangement for such use shall be made in accordance with College or District procedures for assigning meeting rooms. The Federation will reimburse the District for any extra maintenance, or for any technical or custodial services directly attributable to the use of the meeting room.

B. Secured Offices. The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. The Federation will pay for toll calls made from the office telephones. These offices shall be the sole office space provided to the Federation. The District agrees to make available at the Coastline Student Service Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit.

2.5 Distribution of Agreement. The District shall provide each new hire and all employees, subsequent to the effective date of this Agreement, access to this Agreement and any Addenda via the District's website. This Agreement and any Addenda will be posted on the District's website within 60 business days following ratification and will be provided in print upon request.

2.6 General Meetings.

A. Classified Professional Development Training. Equity-oriented, learner-centered, skill maintenance, and contextually relevant training opportunities and online training resources will be made available on an ongoing basis to classified employees. These training opportunities shall be developed and offered through the Professional Development Committees at each College, and there also may be supplemented trainings identified by the District in consultation with the Federation. Employees at the District-site shall be permitted to attend training opportunities offered by any of the Colleges. Employees throughout the District also may participate in training opportunities offered at a site other than their primary work location as resources, facilities, and staffing allow. Employees shall be released to attend staff and organizational development training sessions. When the employee is required to travel from an assigned work site and/or return to an assigned work site to be in attendance, a reasonable amount of travel time will be permitted.

B. General Business Meetings. The Federation's general business meetings shall normally be conducted at times other than regular working hours. However, the parties agree that special circumstances may arise that would require a business meeting during working

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B. Secured Offices. The Federation shall have secured offices at Orange Coast College and Golden West College, the locations to be mutually agreed upon by the District and Federation. The same furniture provided the faculty offices and telephone service will be provided. The Federation will pay for toll calls made from the office telephones. These offices shall be the sole office space provided to the Federation. The District agrees to make available at the Coastline ~~Community College~~ Student Service Center, at reasonable times, private office space for the use of the Federation in meeting with members of the bargaining unit.

2.5 Distribution of Agreement. The District shall provide each new hire and all employees, subsequent to the effective date of this Agreement, ~~one (1) copy of this~~ access to this Agreement and any Addenda via the District's website. ~~Contracts~~ This Agreement and any Addenda will be posted on the District's website within ~~sixty (60)~~ business days following ratification and will be provided in print upon request.

2.6 General Meetings.

A. Classified ~~In-Service~~ Professional Development Training. Equity-oriented, learner-centered, skill maintenance, and contextually relevant training opportunities and online training resources will be made available on an ongoing basis to classified employees. These training opportunities shall be developed and offered through the Professional Development Committees at each College, and there also may be supplemented trainings identified by the District in consultation with the Federation. Employees at the District-site shall be permitted to attend training opportunities offered by any of the Colleges. Employees throughout the District also may participate in training opportunities offered at a site other than their primary work location as resources, facilities, and staffing allow. The Federation and the District shall mutually agree on location, day, time, and topic for classified in-service training. The training, when offered, will occur twice in a day at the designated location during normal working hours, and e Employees ~~covered by this Agreement~~ shall be released to attend one of these in-service staff and organizational development training sessions. When the employee is required to travel from ~~their an assigned~~ work site and/or return to ~~their an assigned~~ work site to be in attendance, a reasonable amount of travel time will be permitted.

B. General Business Meetings. The Federation's general business meetings shall normally be conducted at times other than ~~normal-regular~~ working hours. However, the parties agree that special circumstances may arise that would require a business meeting during working

hours. Therefore, upon mutual agreement between the Federation and the District, a special business meeting may be scheduled during working hours with an appropriate amount of released time.

2.7 Paid Released-Time for Federation Business. The total paid released-time for Federation business and the President's released-time shall be two full-time equivalents ("FTEs"). If the Federation exceeds the allotted two FTEs, the Federation shall reimburse the District the actual employee cost for the excess time. This released-time shall be allotted in the following manner:

A. Federation President. Upon request of the Federation, the District shall grant a paid leave each fiscal year to the President of the Federation, not to exceed one FTE. Requests for this leave shall be submitted at least 30 days in advance of the date the leave begins.

B. Federation Business.

1. Released-time may include, but is not limited to, Federation committee meetings, preparation meetings for negotiations, annual conventions, conferences, workshops, and training.
2. When an employee is required to travel from an assigned work site and/or return to an assigned work site to be in attendance for Federation business, a reasonable amount of travel time will be permitted.

C. Maximum released-time for members of the Federation bargaining unit will be -20-with the following exceptions:

1. President – May use up to one total FTE paid released-time per year.
2. Designated Vice President – In the event that the President is unable to function in the position, either fully or partially, the released-time allotted to the President may be given to the Designated Vice President until the President is able to resume the duties or until a new President is elected.
3. Treasurer – May use up to 25 days/200 hours per year total of paid released-time.
4. Secretary – May use up to 25 days/200 hours per year total of paid released-time.
5. Members of the Negotiations Team – No more than five unit members may be designated to serve on the Federation negotiating team. Those designated negotiating team members may use up to 25 days/200 hours total of paid released-time.

With the approval of the Vice Chancellor of Human Resources, an employee's individual limit of paid released time may be increased.

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2.7 Paid Released-Time for Federation Business. The total paid released-time for Federation business and the President's released-time shall be two ~~(2)~~ full-time equivalents ("FTEs"). If the Federation exceeds the allotted two ~~(2)~~ FTEs, the Federation shall reimburse the District the actual employee cost for the excess time. This released-time shall be allotted in the following manner:

A. Federation President. Upon request of the Federation, the District shall grant a paid leave each fiscal year to the President of the Federation, not to exceed one ~~(1)~~ FTE. Requests for this leave shall be submitted at least 30 days in advance of the date the leave begins.

B. Federation Business.

1. Released-time may include, but is not limited to, Federation committee meetings, preparation meetings for negotiations, annual conventions, conferences, workshops, and training.
2. When ~~the an~~ employee is required to travel from ~~their an assigned~~ work site and/or return to ~~their an assigned~~ work site to be in attendance for Federation business, a reasonable amount of travel time will be permitted.

C. Maximum released-time for members of the Federation bargaining unit will be ~~twenty~~ ~~(20)~~ days with the following exceptions:

1. President – May use up to one ~~(1)~~ total FTE paid released-time per year.
2. Designated Vice President – In the event that the President is unable to function in the position, either fully or partially, the released-time allotted to the President may be given to the Designated Vice President until the President is able to resume the duties or until a new President is elected.
3. Treasurer – May use up to ~~twenty-five (25) days/two hundred (200)~~ hours per year total of paid released-time.
4. Secretary – May use up to ~~twenty-five (25) days/two hundred (200)~~ hours per year total of paid released-time.
5. Members of the Negotiations Team – No more than five ~~(5)~~ unit members may be designated to serve on the Federation negotiating team. Those designated negotiating team members may use up to ~~twenty-five (25) days/two hundred (200)~~ hours total of paid released-time.

With the approval of the Vice Chancellor of Human Resources, an employee's ~~employee's supervisor, the~~ individual limit of paid released time may be increased.

Should the number of employees receiving release time in one department prohibit minimum staffing coverage, the department supervisor shall notify the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources and the Federation President, or designees, will discuss such reports and shall determine if an alternate arrangement of the released time activity can be made that allows for adequate service coverage.

D. Released-Time Notification.

1. Federation requests for released-time shall be made on a form mutually agreed upon between the Federation and Vice Chancellor of Human Resources.
2. The Federation President shall provide at least three working days written notice to the Vice Chancellor of Human Resources, and the appropriate manager/supervisor, of released-time requests for employees to participate in Federation business.

E. Released-Time Reimbursement for Departments. An agreed upon time-sheet will be maintained by the supervisor to track released-time hours. Department supervisors will provide the time sheets for the released-time to the Office of the Vice Chancellor of Human Resources, on a monthly basis, to ensure reimbursement when Federation business released-time occurs.

2.8 Released-Time for Maintenance of the Contract. In compliance with the EERA, the Federation shall have the right to reasonable released-time, not taken from the total in Article 2.7, for the purpose of meeting and negotiating with the District and for the purpose of processing grievances.

2.9. Right of Review.

A. Copies of Reports. The Federation shall have the right to receive, upon written request, one copy of written reports that are public record, in accordance with State law. The District may charge the Federation for personnel and material costs associated with the production of requested material for multiple copies.

B. Non-Confidential Materials. All non-confidential materials given general distribution to management personnel by the District Office shall be provided to the Federation upon issuance and/or distribution. The Federation shall have the right to review, as provided by law, upon written request, other non-confidential materials in the possession of the District necessary for the Federation to fulfill its role as the exclusive bargaining representative.

C. Board Minutes and Agendas. The District will provide the Federation with electronic copies of Board meeting agendas and minutes, including all attachments and supporting

Should the number of employees receiving release time in one department prohibit minimum staffing coverage, the department supervisor shall notify the Vice Chancellor of Human Resources. The Vice Chancellor of Human Resources and the Federation President, or designees, will discuss such reports and shall determine if an alternate arrangement of the released time activity can be made that allows for adequate service coverage.

D. Released-Time Notification.

1. Federation requests for released-time shall be made on a form mutually agreed upon between the Federation and Vice Chancellor of Human Resources.
2. The Federation President shall provide at least three ~~(3)~~ working days written notice to the Vice Chancellor of Human Resources, and the appropriate manager/supervisor, of released-time requests for ~~classified~~ employees to participate in Federation business.

E. Released-Time Reimbursement for Departments. An agreed upon time-sheet will be maintained by the supervisor to track released-time hours. Department supervisors will provide the time sheets for the released-time to the **Office of the Vice Chancellor of Human Resources, appropriate Personnel departments** on a monthly basis, to ensure reimbursement when Federation business released-time occurs.

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C. Board Minutes and Agendas. The District will ~~furnish~~ **provide** the Federation with **electronic copies one (1) copy of Board meeting agendas and the minutes of Board meetings and two (2) copies of the Agenda of Board meetings,** including all attachments and supporting

documents, except for documents of a confidential or privileged nature. Upon a written request by the Federation President, printed copies of Board meeting minutes and agendas will be made available to the Federation, at the District Office, at the same time as when they are provided to the Board of Trustees.

D. District Policy and Procedures Manual. The District shall provide notification to the Federation of any additions, deletions, or changes to District Board Policy or Administrative Procedures through distribution of the Board agenda as set forth in Section 2.9.C, and will publish all District Board Policies and Administrative Procedures to the District's website.

E. Response to Information Requests. The District shall furnish existing written materials requested by the Federation within ten working days. For materials that do not already exist in written form, the District will respond in writing as to the availability and probable date of distribution.

2.10 Selection of Committee Members

A. The Federation shall appoint classified representatives to all District-wide or College-wide committees consisting of classified, faculty, and administrators. Such appointments will be made within 10 days of the request for representatives to the Federation.

B. The Federation appointees may serve on a maximum of two College, District Office, or District-wide committees (including their taskforces or subcommittees), or one committee and serve as a student club advisor for one student club, and may serve on other committees with the approval of their immediate supervisor. No more than four hours per month will be paid within the classified assignment if serving as a club advisor.

Any employee who serves as a club advisor will be required to submit a signed Classified Club Advisor form.

C. The Vice Chancellor of Human Resources shall supply the Federation with a list of all established committees by October 1 of each year.

2.11 Access to Newly Hired Employee Information and Orientation.

A. "Newly hired employee" or "new hire" means any classified bargaining member hired by the District into the bargaining unit represented by the Federation subsequent to the prior new employee orientation. It includes all employees who are currently employed by the District in positions outside of the bargaining unit or who were previously

documents, except for documents of a confidential and/or privileged nature, as identified in the ~~Brown Act~~. **Upon a written request by the Federation President, printed copies** ~~Copies of the M-Board meeting minutes and A-agendas~~ will be **made** available **to the Federation**, at the District Office, at the same time ~~and in the same form as~~ **when they are provided** those furnished to the Board of Trustees.

D. District Policy and Procedures Manual. The District shall provide notification to the Federation of any additions, deletions, or changes to District **Board** Policy or **Administrative** Procedures **through distribution of the Board agenda as set forth in Section 2.9.C, and will publish all District Board Policies and Administrative Procedures to the District's website.** ~~either furnish said materials or indicate where the materials may be located.~~

E. Response to Information Requests. The District shall furnish existing written materials requested by the Federation within ten ~~(10)~~ working days. For materials **that do not already exist** in written form, the District will respond in writing as to the availability and probable date of distribution.

F. ~~List of Bargaining Unit Members.~~ ~~Within ten (10) working days of ratification of this Agreement, the District will provide the Federation with access to a list of all classified employees' names and home addresses. The Federation shall have said access through the District's web-based Human Resources system.~~

2.10 Selection of Committee Members

A. The Federation shall appoint classified representatives to all District-wide or College-wide committees consisting of classified, faculty, and administrators. Such appointments will be made within ~~ten (10)~~ days of the request for representatives to the Federation.

B. The Federation appointees may serve on a maximum of two ~~(2)~~ College, District Office, or District-wide committees (including their taskforces or subcommittees), or one committee and serve as a student club advisor for one student club, and may serve on other committees with the approval of their immediate supervisor. No more than 4 **four** hours per month will be paid within the classified assignment if serving as a club advisor.

Any employee who serves as a club advisor will be required to submit a signed Classified Club Advisor form.

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2.11 Access to Newly Hired Employee Information and Orientation.

A. "Newly hired employee" or "new hire" means any classified bargaining member hired by the District into the bargaining unit represented by the Federation subsequent to the prior new employee orientation. It includes all employees who are currently employed by the District in positions outside of the bargaining unit or who were previously

employed by the District and who have been newly hired into a bargaining unit position represented by the Federation.

- B. The District shall provide the Federation with contact information on new hires within 30 days from the date of hire of a newly hired employee. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary work location;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Employee cellular telephone number (10 digits) on file with the District;
- xvi. Email address of the employee on file with the District;
- xvii. Employee ID;
- xviii. Hire date;
- xix. Employee's Immediate Supervisor.

This information shall be provided to the Federation regardless of whether the newly hired employee was previously employed by the District (such as a substitute, temporary or previous bargaining unit employee).

- C. In accordance with Government Code section 3558, the District shall provide the Federation with a list of the same information and in the same manner as in Article 2.11.B above for all employees on the last working day of September, January, and May.

- D. The District shall provide the Federation with access to its new employee orientation process. The Federation shall receive not less than ten days' notice in advance of the start of the orientation process, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. If held, the orientations shall be at a location to be determined by the District.

In the event that the District conducts one-on-one or group orientations with new employees, the Federation shall have 30 minutes for one Federation representative to attend and conduct its portion of the orientation process. The employees shall remain

employed by the District and who have been newly hired into a bargaining unit position represented by the Federation.

- B. The District shall provide the Federation with contact information on new hires within 30 days from the date of hire of a newly hired employee. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title;
- vi. Department;
- vii. Primary work location;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street address (incl. apartment #);
- xi. City;
- xii. State;
- xiii. ZIP Code (5 or 9 digits);
- xiv. Home telephone number (10 digits);
- xv. Employee cellular telephone number (10 digits) on file with the District;
- xvi. Email address of the employee on file with the District;
- xvii. Employee ID;
- xviii. Hire date;
- xix. Employee's Immediate Supervisor.

This information shall be provided to the Federation regardless of whether the newly hired employee was previously employed by the District (such as a substitute, temporary or previous bargaining unit employee).

- C. In accordance with Government Code section 3558, the District shall provide the Federation with a list of the same information and in the same manner as in Article ~~5.9.2~~ **2.11.B** above for all ~~bargaining unit members~~ **employees** on the last working day of September, January, and May.

- D. The District shall provide the Federation ~~mandatory with~~ access to its new employee orientation process. The Federation shall receive not less than ten days' notice in advance of the start of the orientation process, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable. If held, the orientations shall be at a location to be determined by the District.

In the event ~~that~~ the District conducts one-on-one or group orientations with new employees, the Federation shall have 30 minutes for one Federation representative to attend and conduct its portion of the orientation process. The employees shall remain

on paid time during the Federation's presentation. The District shall provide paid release time for two Federation representatives to be chosen by the Federation President or designee. Said release time shall be counted against the total release time contained elsewhere in the Agreement. A Federation Labor Relations Representative also may attend the orientation session.

- E. Any alleged violation, misinterpretation, or misapplication of the terms of this Section 2.11 shall be subject to the grievance and arbitration provisions of this Agreement, except that only the Federation has the ability to grieve Section 2.11.

2.12 Dues Deduction.

A. Collection of Dues. The District shall deduct dues and other amounts the Federation may lawfully charge employees, with written notification from the Federation, once a month for 10 months (August - May for payroll issued September - June) or on another mutually agreed upon basis.

B. The Federation will provide the District Payroll Office with a list of those employees who are union members, those who are non-members, and the amount of any dues to be deducted for each individual, prior to the established payroll deadline each month.

C. Bi-annually the District Payroll Department will provide the Federation with monthly payroll deadlines.

D. Changes by Written Notice. If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least 30 days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

on paid time during the Federation's presentation. The District shall provide paid release time for two Federation representatives to be chosen by the ~~CFCE Federation~~ President or designee. Said release time shall be counted against the total release time contained elsewhere in the ~~Agreement collective bargaining unit agreement~~. A Federation Labor Relations Representative ~~may~~ also may attend the orientation session.

- E. Any alleged violation, misinterpretation, or misapplication of the terms of this ~~Article~~ Section 2.11 shall be subject to the grievance and arbitration provisions of this Agreement, except that only the Federation has the ability to grieve ~~this agreement~~ Section 2.11.

2.12 Dues Deduction.

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B. The Federation will provide the District Payroll Office with a list of those employees who are union members, those who are non-members, and the amount of any dues to be deducted for each individual, prior to the established payroll deadline each month.

C. Bi-annually the District Payroll Department will provide the Federation with monthly payroll deadlines.

D. Changes by Written Notice. If the Federation changes the amount of the monthly dues, the District will implement such change upon written notification by the Federation at least ~~thirty (30)~~ days prior to any payroll date. The Federation shall certify in such notice to the District that it has notified its members in writing of such change.

2.13 Contracting Out. The District/College shall notify the Federation when contracting out for services exceeding \$15,000 within a fiscal year. The District's intent is not to contract out any work that will displace existing classified employees/positions, or to avoid granting a reasonable number of overtime hours. If a College or the District is considering the use of outside services that may displace classified employees/positions, the College/District and the Federation shall discuss, in good faith, all issues and consider alternatives prior to the Chancellor making a final recommendation to the Board of Trustees. The Federation will have the opportunity to bargain over the effects on classified employees/positions as a result of the adoption of the recommendation. It is further understood that all discussions will be held in an atmosphere of open disclosure and professionalism and will take place in a timely manner.

Andrew Deaso

Andrew Deaso, CFCP President/Date

Marlene Drinkwine

Marlene Drinkwine, District Chief Negotiator/Date

Dr. Elizabeth Dorn Parker, Board President/Date

2.13 Contracting Out. The District/College shall notify the Federation when contracting out for services exceeding ~~fifteen thousand dollars~~ (\$15,000) within a fiscal year. The District's intent is not to contract out any work that will displace existing classified employees/positions, or to avoid granting ~~of a~~ reasonable number of overtime hours. If a College or the District is considering the use of outside services that may displace classified employees/positions, the College/District and the Federation shall discuss, in good faith, all issues and consider alternatives prior to the Chancellor making a final recommendation to the Board of Trustees. The Federation will have the opportunity to bargain over the effects on classified employees/positions as a result of the adoption of the recommendation. It is further understood that all discussions will be held in an atmosphere of open disclosure and professionalism and will take place in a timely manner.

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