

**Tentative Agreement
By and between the
Santa Barbara Community College District
And the
California School Employees Association and its
Santa Barbara City College CHAPTER #289**

This Tentative Agreement (TA), is entered into by and between the Santa Barbara Community College District (District) and the California School Employees Association and its Santa Barbara City College Chapter #289 (CSEA or Association).

The parties agree to the following changes regarding Article 18: CSEA Rights:

Article 18: CSEA RIGHTS

18.1 All CSEA business, discussions, and activities will be conducted by unit members or CSEA officials outside established work hours except when:

18.1.1 An authorized CSEA representative obtains advance permission from the Superintendent or designee regarding the specific time, place and type of activity to be conducted;

18.1.2 The Superintendent or designee can verify that such requested activities and use of facilities will not interfere with the school programs and/or duties of unit members as defined in Article 1, and will not directly or indirectly interfere with the right of employees to refrain from listening to or speaking with a CSEA representative.

18.1.3 **Unit members are allowed one (1) hour per month to attend a CSEA chapter meeting for a total of ten (10) months per year.**

18.2 The District agrees to grant CSEA access to employees' work location during the unit member's meal break or after normal working hours. Any CSEA staff member, CSEA officer, and/or Union Steward shall, prior to contacting an employee, make the unit member's presence known to the worksite management office.

18.3 CSEA may use District mailboxes, e-mail systems and bulletin board spaces as such spaces may be agreed upon by the Parties.

18.3.1 All postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification together with a designated authorization by the CSEA Chapter President;

18.3.2 A copy of such postings or distributions must be delivered to the Superintendent or designee at the same time as posting or distribution; and

18.3.3 CSEA will not post or distribute information which is defamatory of the District or its personnel.

18.4 As soon as practicable after execution of this Agreement, the District shall provide a copy of this contract to each unit member.

18.5 The District agrees to provide CSEA with the name, employment date, job class, work location, non-confidential home address, and non-confidential home telephone number of unit members, thirty (30) days after the effective date of this Agreement, with a quarterly update, for the life of this Agreement.

~~18.6 The District will provide CSEA with two (2) copies of the Board Agenda with attachments and upon request two (2) copies of nonconfidential enclosures.~~

~~18.67~~ Three (3) CSEA Chapter delegates shall be granted paid release time not to exceed five (5) days to attend the CSEA Annual Conference.

~~18.78~~ CSEA shall have the right to use, without fee, District facilities at reasonable times for the purpose of CSEA meetings. The CSEA shall be responsible for returning the facilities to the condition they were in before the meeting.

~~18.89~~ The CSEA Chapter President shall be granted eight (8) hours per month release time for Chapter business provided that reasonable advance notice be given the employee's supervisor and the time taken is reasonably convenient to the supervisor.

~~18.940~~ A CSEA State Officer one (1) shall be granted a total of six (6) hours of travel time for CSEA business each year that the unit member is a state officer.

~~18.1011~~ The College Planning Council shall have ~~three (3)~~ **four (4)** voting classified unit representatives appointed by CSEA.

CSEA may appoint representatives to the following District Committees:

- a) Benefits Committee: Three (3) voting members in equity with voting representatives from management and instructors' groups;
 - b) Equal Employment Opportunity (**EEO**) **Advisory** Committee : **Two (2) voting members**;
 - c) District Technology Committee (DTC): **Three (3)** voting members;
 - d) Budget Resource Allocation Committee (BRAC): Two (2) voting members;**
 - e) Facilities & Safety (F&S) Committee: Three (3) voting members and one (1) voting member from Facilities & Operations staff from satellite campuses; *This F&S description was updated also in Article 13: Safety.**
 - f) Any other District-wide committees which may affect classified employees' wages, hours and/or working conditions and/or SB 235 shared governance issues. The District agrees to consult with CSEA to determine the appropriate number of CSEA representatives to be assigned to any such committee(s).
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18.121 Classified Consultation Group

18.121.1 Introduction

This provision memorializes the intent of the College to provide CSEA with an expanded opportunity to participate in the college consultation process.

18.121.2 Purpose

The main consultation body of the Santa Barbara Community College District is the College Planning Council comprised of members appointed by the Academic Senate, CSEA, and the college administration. This body provides input to the President of the College on the allocation of new funding and receives information relating to major initiatives and reallocation of existing funding.

18.121.3 Implementation

1. Pursuant to the provision, the District agrees to provide paid release time of up to two hours a month for twelve months for up to ten unit members who will serve as a CSEA Consultation Group to the CSEA designated representatives to the College Planning Council. Comparable release time will also be given to the CSEA representatives to the College Planning Council.

a. The manner of selection of designated representatives (ie., by geographical work area or job groups) shall be determined solely by CSEA.

b. The conduct of CPC business shall permit reasonable time for the appointed CSEA-CPC members to meet with members of this Consultation Group.

c. CSEA-CPC members will make their best effort to structure interaction with members of this Consultation Group (individually or collectively) in a manner that considers Consultation Group members' work area needs including but not limited to providing advance notice to supervisors.

2. Participation on the Classified Consultation Group qualifies for consideration for Professional Growth credit.

~~3. Unit members shall be provided one hour of release time per month, for a total of ten (10) months per year, to attend CSEA Chapter meetings. CSEA shall provide to the Vice President, Human Resources a list of the above-referred to unit members who attend each meeting. *This has been moved from 7.4.1~~

Comment [1]: 18.1.3 replaces this language as per liz, please review and ok the deletion.

This Tentative Agreement is subject to ratification by Chapter 289 and the approval of the CSEA and the Santa Barbara Community College District Board.

FOR THE ASSOCIATION:

FOR THE DISTRICT:

Elizabeth Auchincloss
Chapter President
Chapter #289

Lyndsay Maas
Vice President
Santa Barbara Community College District

Mark Moore
Labor Relations Representative
California School Employees Association

8/28/19
Date

