

ARTICLE III

ORGANIZATIONAL SECURITY

- 3.1 The Association shall have the sole and exclusive right to have membership dues deducted for employees in the Bargaining Unit.
- 3.1.1 Membership dues deductions shall become effective in the month in which the employee submits an authorization.
- 3.1.2 District shall refer all employee requests to cancel or change deductions to the CSEA Chapter Leadership or the Labor Relations Representative. The District shall not deter or discourage an employee or applicant from becoming or remaining a CSEA member.
- 3.2 District Notice to CSEA of New Hires
- 3.2.1 The District shall provide the CSEA President and Labor Relations Representative notice of any newly hired classified employee into a bargaining unit position, within ten (10) working days of date of Board approval, via a shared electronic document. Notification shall include the information provided by the new hire pursuant to Section 3.3, Employee Information.
- 3.3 Employee Information
- 3.3.1 "Newly hired employee" or "new hire" means any classified employee, whether permanent, full time, part time, hired by the District into a bargaining unit position, and who is still employed as of the date of the new employee orientation. It also includes all employees who are or have been previously employed by the District and whose current position has placed them in the bargaining unit represented by CSEA. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's

employee status changed such that the employee was placed in the CSEA unit.

3.3.2 The District shall provide the new hire with a CSEA New Employee Information Form. The information will then be provided to CSEA through CSEA's secure FTP website. The shared information shall include a request for the following information:

1. Full Legal Name
2. Job Title;
3. Primary worksite/department name;
4. Work telephone number;
5. Home Street address (incl. apartment #)
6. City
7. State
8. ZIP Code (5 or 9 digits)
9. Home telephone number (10 digits);
10. Personal cellular telephone number (10 digits);
11. Personal email address of the employee;
12. Hire date.
13. Employee ID number

3.3.3 Periodic Update of Contact Information

The District shall provide CSEA with a list of each bargaining unit member's name and contact information, as provided by and authorized by each bargaining unit member, on the last working day of September, January and May. The information will be provided to the CSEA President and Labor Relations Representative. This contact information shall also include the following information:

1. Full Legal Name

2. Job Title
3. Primary worksite/department name;
4. Work telephone number;
5. Home Street address (incl. apartment #)
6. City
7. State
8. ZIP Code (5 or 9 digits)
9. Home telephone number (10 digits);
10. Personal cellular telephone number (10 digits);
11. Personal email address of the employee;
12. Hire date.
13. Employee ID number

The parties acknowledge Government Code section 3558 which permits the Association to file an unfair labor practice charge and seek monetary penalties related to the failure to provide employee information. The parties agree the Association shall provide the District with a 30-day work day notice to cure any failure to provide or correct the information in Section 3.3 prior to filing an unfair labor practice charge or seeking monetary penalties. In addition, the Association cannot file an unfair labor practice charge or seek monetary penalties against the District if the Association does not provide the link to the secure FTP server.

3.4 New Employee Orientation

- 3.4.1 "New employee orientation" means the process by which a newly hired public employee, whether in person, online, or through other means or mediums, is advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-

related matters.

3.4.2 The District and CSEA agree that the District will annually schedule dates/times for both the District and CSEA to participate in New Employee Orientation. To ensure compliance with AB119, the District and CSEA agree to the following procedure:

1. Annually, the District shall conduct four (4) classified employee orientation sessions. The District shall provide CSEA with 45 minutes to meet.
2. The parties agree the District will notify CSEA with ten (10) day notice for each new employee orientation described above.
3. CSEA shall have 90 minutes of paid release time during their normal work hours for one (1) CSEA representative, either the Chapter President or designee, to attend each new employee orientation. Said release time shall not be counted against the total release time contained elsewhere in the collective bargaining agreement. The CSEA Labor Relations Representative may also attend the CSEA orientation session.
4. The orientation session shall be held on District property during the workday of the employee(s), who shall be on paid time. The orientation session shall not result in increasing the unit member's or members' daily scheduled work hours or be considered for overtime.
5. During CSEA's orientation session, no District manager or supervisor or non-unit employee shall be present.

3.4.3 The District shall include a CSEA membership application and a CSEA-provided link for an electronic application, in any employee orientation packet of District materials provided to any newly hired employee. CSEA shall provide the copies of the CSEA membership applications to the District for distribution. The District shall also send an email with a link or attachment of the CSEA-District collective bargaining agreement to any newly hired

employee.

3.5 Association shall indemnify and hold the District harmless from any and all claims, demands, suits, or any other actions arising from this Article.