

Article 7

CCFT Rights and Organizational Security

- 7.1 Representatives of the CCFT shall have the right to use the college facilities and equipment at the site at reasonable hours for CCFT business when such facilities are not otherwise in use, and subject to the following conditions:
- 7.1.1 The CCFT representative follows standard facilities or equipment use procedures for the reservation and use of facilities or equipment.
 - 7.1.2 The requested activities or use will not interfere or interrupt normal District or campus operations.
 - 7.1.3 The CCFT shall reimburse the District for any materials consumed while using District equipment.
- 7.2 The CCFT may use non-classroom campus bulletin board spaces subject to the following conditions:
- 7.2.1 All posting shall contain the date of publication and the identification of the document as a CCFT sponsored publication.
 - 7.2.2 Authorized CCFT representatives shall have the primary responsibility of posting or removing their materials on the bulletin boards.
- 7.3 The CCFT may place material in the mailboxes of unit members provided such material is accurately identified as originating from the CCFT, CFT, or AFT.
- 7.4 The CCFT may use the District mail, telephone, and FAX services subject to the reasonable rules and regulations of the District. CCFT will pay the marginal costs of such usage.
- 7.5 A mutually agreed upon number of designated representatives of the District and the CCFT shall meet on a mutually agreed upon date, place and time, at least once every month, for the purposes of reviewing the administration of the Agreement in force and attempting to resolve any other problems that may arise. Each party may submit an agenda for discussion.
- 7.6 Reassigned Time for CCFT
- 7.6.1 Upon written request of the CCFT, prior to the due date for printing the class schedule for any semester, the District shall grant annually 1.0 of Full Time Equivalent (FTE) reassigned time, with pay, to be distributed by the CCFT for work including, but not limited to contract required committee work, grievance representation, negotiations, arbitration, and CCFT representation at meetings and conferences related to official CCFT business. In addition, the CCFT may purchase up to a total of 0.8 FTE reassigned time at the associate salary schedule rate for the above purposes.
 - 7.6.2 The reassigned time shall be distributed in such a manner so as to allow for unit pay replacement for all cases.
- 7.7 Upon request of the CCFT, the District's Principal Contract Administrator or designee shall provide the information needed for contract administration and negotiations to the extent required as part of the District's good faith obligation to CCFT.
- 7.8 The District shall provide the name and mailing address for each new person who is employed and who becomes a unit member within 10 days of hire. CCFT shall provide the District with an appropriate form.
- 7.9 Organizational Security
- 7.9.1 Check Off
CCFT will have the sole and exclusive right to have membership dues deducted from unit members in the bargaining unit by the District. The District shall, upon appropriate written authorization from any unit member, deduct and make appropriate remittance for CCFT dues, COPE contributions, charitable donations, or other plans or

programs approved by CCFT and the District. The District will pay to the designated payee within fifteen (15) working days of the deduction all sums so deducted.

7.9.1.1 Upon hire, each new employee in the bargaining unit will be informed by the Human Resources Department of their choice to join CCFT at the appropriate rate from the CCFT dues schedule.

7.9.2 Dues Deductions

7.9.2.1 The District will deduct dues monthly, in accordance with the CCFT dues schedule, from the wages of all unit members for whom a dues authorization form has been submitted to the District. However, should an employee choose to pay dues by lump sum directly to CCFT, the employee will submit a paid receipt from CCFT to the District Human Resources office, specifying the time period covered by the payment. Payroll deductions for dues will not be made for that period. Such direct payments may be made only for one full academic year, except for associate employees who may make direct payments by the semester.

7.9.2.2 An authorization to deduct dues shall remain in effect until it is revoked in writing by the unit member in accordance with CCFT procedures.

7.9.3 Remittance Notification by the District to CCFT

For each payroll period, the District shall include with all remittances to the CCFT, a list of unit members for whom deductions have been made. The list shall include deductions for dues and fees and indicate the amounts withheld from each unit member's salary.

7.9.4 CCFT agrees to furnish any reasonable and necessary information needed by the District to fulfill the provisions of this Article.

7.9.5 CCFT agrees to pay to the District all reasonable legal fees and legal costs incurred in defending against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement or their implementation. CCFT shall have the exclusive rights to decide or determine whether any such action or proceeding referred to above shall or shall not be compromised, resisted, defended, tried or appealed.

7.9.6 The District shall put into effect any new or changed employee-generated CCFT deductions by the next payroll. In the event of a change in the CCFT dues or fees schedule, CCFT will provide the necessary information to the District fifteen (15) working days before the next published monthly payroll cutoff date.

7.9.7 The District will notify CCFT in writing within five (5) working days of any change in CCFT deductions initiated by an employee or the District.

7.10 CCFT maintains the right to select and recommend CCFT representation on college committees.

7.11 The District and CCFT will attempt to continue the general past practice of scheduling negotiations outside times when CCFT representatives are scheduled for teaching. However, both parties understand that this practice cannot be implemented with any precision.

7.12 The District shall provide the CCFT written notice of any new employee orientations, in whatever form they may take, at least ten (10) business days prior to the event, recognizing that time frame may not be possible in all instances. Representatives of the CCFT shall be permitted to make a presentation of up to fifteen minutes at the beginning of an individual orientation or as mutually agreed upon for a group orientation. The CCFT will be able to present written materials to any unit member participating in such an orientation. If the CCFT cannot arrange for a representative to be at an orientation, the District will allow up to fifteen minutes for a video introduction to the CCFT. The District shall provide a membership authorization form

approved by the CCFT to each new employee. No representative of management shall be present for the CCFT presentation.