

TENTATIVE AGREEMENT

ARTICLE 6: RIGHTS OF THE ASSOCIATION

Section 6.1. To satisfy the requirements of Section 3543.1 (c) of the Government Code, the Association shall be allowed released time equivalent to thirty (30) Semester Instructional Units (SIU's) (or the equivalent for non-classroom faculty), per semester for the purposes of negotiations, grievance processing, and continued positive relations between District and Association. The time will be allocated, in consultation with District Administration, to the bargaining team and the Leadership of the Association in a manner deemed most appropriate. Allocations must be determined in time for their inclusion in the structuring of the semester class schedule. An additional 50 hours, for summer and winter intersessions is afforded to the Association President, or their designee, for the purposes of negotiations, grievance processing, and continued relations between District and Association. These hours shall be paid at the Association President's, or their designee's, current lab rate.

In addition, the District shall grant leave upon request and without a loss of compensation to Association officers to attend to Association business as determined by the Association, pursuant to Education Code § 87768.5. Within 10 days of receipt of a request from the District, the Association shall reimburse the District for all compensation paid the employee on account of the leave. This leave is in addition to the released time for grievances and negotiations granted under CA Code Section 3543.1(c).

Section 6.2. It is explicitly provided that nothing in this Agreement shall limit or negate the rights of the Association as those rights are granted under the provisions of the Education Employment Relations Act (EERA) and/or the Education Code.

Section 6.3. New Hires

~~6.3.1. DISTRICT NOTICE TO CODFA OF NEW HIRES~~

~~6.3.1.1 Notice of New Hires: The District shall provide the CODFA President or designee with notice, via electronic mail, of any newly hired employee whose position falls under CODFA's representation within 30 calendar days of hire. The notice shall include full legal name, home and cellular phone number(s), home address, date of hire, projected start date, job title, and work location.~~

~~6.3.1.2 Definition of a Newly Hired Employee: "Newly hired employee" or "new hire" means any employee, hired by the District for the first time as a "faculty member" as defined in Article 2.2 of this Agreement, including employees who have been previously employed in a position outside the CODFA bargaining unit.~~

6.3.12. NEW EMPLOYEE ORIENTATION ONBOARDING

6.3.12.1. Definition of New Employee Onboarding Orientation: "New employee onboarding orientation" means the onboarding process of a newly hired public employee, that occurs on or after before the new employee's date of hire whether in person, online, or through other means or mediums, in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters. The District shall provide every new employee with an opportunity to attend such an onboarding meeting orientation on or after the date of hire, and CODFA shall be provided access to this new employee onboarding meeting orientation as described in section 6.3.2.2. It is understood that this does not preclude the District from providing new employees with additional information prior to their first date of hire to assist them in starting their employment with the District.

6.3.12.2. Access to New Employee Onboarding Meeting Orientation: By May of every calendar year, the District shall establish two (2) onboarding meetings for the upcoming academic year – one meeting shall be held in the Fall and one meeting shall be held in the Spring. The District shall notify the Association and provide CODFA access to its new employee onboarding meeting orientation. Such access shall be limited to no less than 60 minutes of the onboarding meeting orientation process for group orientations or 15 minutes for one-on-one orientations meetings. Unless otherwise mutually agreed, CODFA access shall occur at the end of the new employee onboarding meeting orientation. CODFA shall receive not less than ten (10) days' notice in advance of an onboarding orientation, except that a shorter notice may be provided as agreed upon and in specific instances where there is an urgent need critical to the District's operations that was not reasonably foreseeable. Onboarding meetings Orientation-sessions may include individual (one-on-one) new hire meetings with a Human Resources representative, a site administrator, and/or group onboarding orientation sessions. Onboarding meetings orientation will not be delayed or cancelled due to inability or failure of CODFA representatives to attend.

~~6.3.2.3 On boarding orientations may occur at any time subject to District needs. This on-boarding orientation procedure will begin during the Fall term 2021. When more than one employee is on-boarded, the orientation may be a group orientation, in which case CODFA will have group access, rather than individual access. Orientations will not be delayed or cancelled due to inability or failure of CODFA representatives to attend.~~

6.3.12.3 4 The onboarding orientation-sessions meetings shall be held on District property or via a District provided platform.

6.3.12.4 5 Upon request of CODFA, during the CODFA's portion of the onboarding meeting orientation-session, no District manager or supervisor, or non-unit employee shall be present.

6.3.23 New Hire Information Packet: The District shall include a link of the CODFA membership application and materials ~~(and a CODFA provided link for an electronic application where applicable)~~ in the any employee onboarding orientation packet of District materials correspondence that is provided to any newly hired employee. CODFA shall provide the copies of any CODFA literature/membership applications to the District for distribution. ~~The District will inform CODFA if additional printed materials are needed at least five (5) working days before the orientation.~~

Section 6.4 EMPLOYEE INFORMATION

6.4.1 On the last business day of each month, the District shall ~~P~~provide CODFA with ~~New Hire C~~contact information of any newly hired employee whose position falls under CODFA's representation; ~~On the last business day of each month, the District shall provide to CODFA,~~ via a mutually agreeable secure format; The information shall include all items identified in Section 6.4.1.2, ~~the name and contact information on the new hires~~ except that personal contact information restricted under Government Code section 6254.3 may be withheld upon an employee's written request to maintain such information privately.

6.4.1.1 Definition of a Newly Hired Employee: "Newly hired employee "or "new hire" means any employee, hired by the District for the first time as a "faculty member" as defined in Article 2.2 of this Agreement, including employees who have been previously employed in a position outside the CODFA bargaining unit.

~~**6.4.1.1** This information shall be provided to CODFA regardless of whether the newly hired employee was previously employed by the District.~~

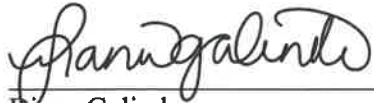
6.4.1.2 The information shall be provided electronically via a mutually agreeable secure FTP format and shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title/Classification
- vi. Department;
- ~~vii. Primary Worksite Location~~
- ~~viii. Work Telephone Number;~~
- ix. Home Street Address (Incl. Apartment #);
- x. City;
- xi. State;

- xii. ZIP Code (5 or 9 Digits);
- xiii. Home Telephone Number (10 Digits);
- xiv. Personal Cellular Telephone Number (10 Digits);
- xv. Personal Email Address of the Employee **on file with the District**;
- xvi. Birth Date;
- xvii. Applicable retirement system status;
- xviii. Hire Date.


6.4.1.3 Periodic Update of Contact Information: The District shall also provide CODFA with a list of all bargaining unit members' names and contact information described above on, or within three (3) business days of, the last working day of September, January, and May. The information shall be provided to CODFA via a mutually agreeable secure FTP site or service.

FOR DCCD



Diana Galindo
Vice President, Human Resources
& Employee Relations
Desert Community College District

FOR CODFA


Oceana Collins (Oct 11, 2023 06:54 PDT)

Oceana Collins
Chapter President
College of the Desert Faculty Association

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6.3.1.3. The onboarding meetings shall be held on District property or via a District provided platform.

6.3.1.4. Upon request of CODFA, during the CODFA's portion of the onboarding meeting, no District manager or supervisor, or non-unit employee shall be present.

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- ii. Middle Initial;
- iii. Last Name;
- iv. Suffix (e.g. Jr., III);
- v. Job Title/Classification
- vi. Department;
- vii. Home Street Address (Incl. Apartment #);
- viii. City;
- ix. State;
- x. ZIP Code (5 or 9 Digits);
- xi. Home Telephone Number (10 Digits);
- xii. Personal Cellular Telephone Number (10 Digits);
- xiii. Personal Email Address of the Employee on file with the District;
- xiv. Birth Date;
- xv. Applicable retirement system status;
- xvi. Hire Date.

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