

# Article 19

# Federation Rights

## 19.1 LRCFT Access to District Facilities

19.1.1 LRCFT shall have the right to use the school mailboxes and bulletin board spaces designated by the administrative representative subject to the following conditions: (a) all postings for bulletin boards or items for school mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by the Union president; (b) a copy of such postings or distributions must be delivered to the administrative representative at the same time as posting or distribution; and (c) the Union will not post or distribute information which is derogatory or defamatory of the District or its personnel, subject to the immediate removal by the District.

19.1.2 LRCFT shall have the right to use District facilities pursuant to the Rodda Act.

19.1.3 Free access to all colleges and all members shall be accorded, provided it does not interfere with the educational process. Duly authorized representatives of LRCFT shall be permitted to transact official LRCFT business throughout the District as necessary to the performance of LRCFT responsibilities to members of the bargaining unit.

19.2 The District shall provide 2.75 FTE annually of reassigned time for LRCFT representatives for the purpose of representation in matters involving grievance and contract administration. By no later than thirty (30) calendar days following the signing of this Agreement, LRCFT will designate in writing to the District representative the members who will be reassigned. Substitutions may be made within the academic year on ten (10) day notice by LRCFT.

## 19.3 Information to the Federation

19.3.1 The District shall furnish to LRCFT upon request information concerning the bargaining unit, such as Board agendas, budget data and notices of vacancies. Such requests will be submitted in writing. To the extent it is possible to enable remote access to information on the bargaining unit through the District's management information system while maintaining the integrity of the system, such access will be given upon request. Report formats shall be mutually agreed upon by both parties.

19.3.2 Each semester the District shall provide LRCFT with a list of all faculty on Salary Schedules A and B. The list shall include addresses and telephone numbers in accordance with previous agreements between LRCFT and the District.

19.3.3 The District shall provide LRCFT with necessary copies of all changes in the Board Policies and Regulations within seven (7) days of publication so

that LRCFT can maintain an up-to-date record of current policies of the District.

19.3.4 The District shall forward to LRCFT, within five (5) working days after each payroll distribution date, all LRCFT dues and fees subject to payroll deduction.

19.3.5 Other Information

The District shall provide other information that is generally available to it and to which the LRCFT has a legal right to access, in a timely manner and as mutually agreed by the parties.

19.3.5.1 When a unit member has requested a reasonable accommodation under the Americans with Disabilities Act (ADA), the District shall comply with the ADA. If any proposed accommodation affects a material, substantial or significant change in working conditions for any unit member, the District will provide to the LRCFT information necessary for the Federation to carry out its obligations under the ADA.

19.3.5.1.1 Such information shall be limited to that which is agreed upon by the LRCFT and the District as necessary to fulfill the District's role in supporting the accommodation interactive process.

19.3.5.1.2 The LRCFT shall be bound by the ADA's confidentiality requirements.

19.3.5.1.3 When a unit member makes a written request for LRCFT representation in the accommodation process, the District shall provide to the Federation all information pertinent to such request.

**19.4 College Membership Meetings and College Representative Meetings**

19.4.1 On twenty-four (24) hour notice to the College President or Area Dean, the LRCFT College President shall have the right to schedule college membership meetings during normal operating hours in the buildings of the college provided that no member shall be released from his/her scheduled classes or office hours for such meetings. After such a college membership meeting has been scheduled, no meetings involving members shall be scheduled or held at the same time, and the College President or Area Dean shall so inform the faculty. Meetings shall not interfere with previously scheduled meetings of faculty.

**19.5 Organizational Security**

19.5.1 Unit members who are not members of the Federation shall pay to the Federation a fair share (agency) fee. This fair share fee shall be the minimum amount necessary for the Federation to carry out the representational obligations imposed by EERA on the Federation as

exclusive representative and shall be based on the direct cost of negotiating and administering the collective bargaining contract, settling grievances, and meeting and negotiating with the employer on matters within the scope of representation. Prior to setting or adjusting the actual agency fee, the Federation shall inform the District of the basis for computing the fee.

- 19.5.2 Agency fees may be deducted from the unit members' payroll warrants or be paid in a lump sum per annum within thirty (30) days of the ratification of this Agreement, or, in the case of those who become unit members after the ratification of this article, within thirty (30) days of first paid service as a unit member. The Federation may notify the District if a fair share fee payer is delinquent in direct payment to the Federation and the District shall begin automatic payroll deduction of the service fee for the remainder of the contract.
- 19.5.3 During the term of this Agreement, unit members who are members of the Federation and who have authorized, or who may in the future authorize, payroll deduction of their Federation dues/fees shall have such dues/fees deducted. Such deductions are not a condition of continued employment. Except as provided above, the meeting of such obligation is subject to Federation discipline and the Federation reserves the right to pursue the collection of said amounts under lawful means.
- 19.5.4 Any unit member who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall file a declaration to that effect with the Federation and the District and shall not be required to join or financially support the Federation, except that he/she shall pay, in lieu of a fair share, sums equal to such fair share fees to LRCFT-designated non-profit organizations.
- 19.5.5 Pursuant to PERB regulation number 32992, the exclusive representative shall provide annual written notice to each nonmember who is required to pay an agency fee: (1) the amount of agency fee which is to be expressed as a percentage of the annual dues per member based upon chargeable expenditures identified by the notice; (2) the basis for the calculation of the agency fee; and (3) a procedure for appealing all or any part of the agency fee.
- 19.5.6 The Federation agrees to indemnify the District and hold it harmless against any court action and/or administrative action challenging the legality or constitutionality of the agency fee provisions of this Agreement, or its implementation, and to pay any judgment or settlement liability arising out of such challenge.

## 19.6 **Copies of This Agreement**

Copies of this Agreement shall be printed at the expense of the District after it becomes effective, and a copy shall be distributed to each member now employed, or hereafter employed during its effective dates. Members shall have the option of receiving their copies in CD-ROM searchable format, and the Agreement will be posted within the District's web site.

## 19.7 District Indemnification

19.7.1 LRCFT shall indemnify the District and hold it harmless from any suits, claims, demands, or liabilities that shall be taken by the District for the purpose of complying with the foregoing provisions of this article, or in reliance on any list or certificate which shall have been furnished to it under any of such provisions.