

172 **TENTATIVE AGREEMENT**
173 **ARTICLE 5: CODAA RIGHTS**

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175 **Section 1.** CODAA representatives shall have the right to reasonable use of
176 District facilities at times other than normal working hours and/or hours of student
177 instruction for the purposes of transacting lawful CODAA business provided such
178 use does not interfere with the District operation or duties of Unit Members, and,
179 provided further such authorized CODAA representatives first fully comply with
180 the appropriate District Use of Campus Facilities procedures.

181
182 **Section 2.** Authorized CODAA representatives shall have the right to post
183 notices with appropriate CODAA identification regarding activities and matters of
184 legitimate CODAA concern on designated bulletin boards, at least one of which
185 shall be provided at each site in areas frequented by unit members. In addition, and
186 to the extent permitted by law, CODAA shall have the right to use the District
187 internal mail service, mail boxes, and email addresses for communications to unit
188 members concerning activities and matters of legitimate CODAA concern. Copies
189 of all materials posted or distributed shall be mailed or emailed to the
190 Superintendent/President or designee.

191
192 **Section 3.** Any Unit Member who is a member of the CODAA, or who has
193 applied for membership, may sign and have delivered to CODAA a written
194 authorization for deduction of dues. If so stated on the authorization, such
195 authorization shall continue in effect from year to year unless revoked in writing by
196 CODAA between July 1 and September 1 of any year. Pursuant to such
197 authorization, deductions shall be made on a uniform basis so that an equal portion
198 of the annual dues amount is deducted from each pay warrant.

199
200 **Section 4.** With respect to all sums deducted by the District pursuant to
201 authorization by the Unit Member, the District agrees to remit monthly, within a
202 reasonable timeperiod, such monies to CODAA's designee. Each month the District
203 shall provide alphabetical list of Unit Members for whom such deductions have been
204 made to CODAA and CODAA's designee.

205
206 **Section 5.** Distribution of the monthly Board packet and Board agenda for all
207 special meetings shall be sent via email to the CODAA President. Such Board packets
208 shall include those public documents regularly distributed to the public.

209
210 **Section 6.** All current Unit Members shall receive copies of the collective
211 bargaining agreement within sixty calendar days of its final ratification by both
212 Parties. All new unit members shall receive copies of the Agreement at the time of
213 their initial employment. The District shall make available any negotiated changes to
214 the Agreement within forty-five (45) calendar days after those changes have been

215 accepted by both parties.

216
217 **Section 7. New Unit Members**
218

219 7.1 Definition of a Newly Hired Employee: "Newly hired employee," or "new
220 hire," means any employee hired by the District for the first time in a
221 position within the CODAA bargaining unit, including employees who
222 have been previously employed by the District in a position outside of the
223 CODAA bargaining unit.
224

225 7.2. New Unit Member Orientation
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227 7.2.1. Definition of New Unit Member Orientation: "New unit member
228 orientation" means the onboarding process of a newly hired public
229 employee, that occurs on or after the new employee's date of hire
230 whether in person, online, or through any other means or
231 mediums, in which employees are advised of their employment
232 status, rights, benefits, duties and responsibilities, or any other
233 employment-related matters. The District shall provide every new
234 unit member with such an orientation on or after the date of hire,
235 and CODAA shall be provided access to this new employee
236 orientation as described in this Article. It is understood that this
237 does not preclude the District from providing new unit members
238 with additional information prior to their first date of hire to assist
239 them in starting their employment with the District.
240

241 7.2.2. Access to New Employee Orientations: The District shall
242 provide CODAA access to its new unit member orientations.
243 Such access shall be limited to no less than 60 minutes of the
244 orientation process for group orientations or 15 minutes for
245 one-on-one orientations.
246 Unless otherwise mutually agreed, CODAA access shall occur at
247 the end of the new unit member orientation. CODAA shall
248 receive no less than ten (10) days' notice in advance of an
249 orientation, except that a shorter notice may be provided as
250 agreed upon and in specific instances where there is an urgent
251 need critical to the District's operations that was not reasonably
252 foreseeable. Orientation sessions may include individual (one-
253 on-one) new hire meetings with a Human Resources
254 representative, a site administrator, and/or group orientation
255 sessions.
256

257 7.2.3 On-boarding orientations may occur at any time subject to District
258 needs. When more than one employee is on-boarded, the

259 orientation may be a group orientation in which case CODAA will
260 have access to the group, rather than individual access.
261 Orientations will not be delayed or cancelled due to inability or
262 failure of CODAA representatives to attend.

263
264 7.2.4 The orientation sessions shall be held on District property or
265 utilizing District communication.

266
267 7.2.5 Upon, request of CODAA, during the CODAA's portion of the
268 orientation session, no District manager or supervisor, or non-unit
269 member employee shall be present.

270
271 7.3 New Hire Information Packet: The District shall include the CODAA
272 membership application and materials (and a CODAA provided link for an
273 electronic application where applicable) in any unit member orientation
274 packet of District materials that is provided to any newly hired unit
275 member. CODAA shall provide the copies of any CODAA
276 literature/membership applications to the District for distribution. The
277 District will inform CODAA if additional printed materials are needed at
278 least five (5) working days before the orientation.

279 280 7.4 Unit Member Information

281
282 7.4.1. The District shall provide CODAA with new hire contact
283 information on the last business day of each month, via a
284 mutually agreeable secure format. The information shall
285 include all items identified in 7.4.3, except that personal
286 contact information restricted under Government Code section
287 6254.3 may be withheld upon an employee's written request to
288 maintain such information privately.

289
290 7.4.2 This information shall be provided to CODAA regardless of
291 whether the newly hired employee was previously employed
292 by the District.

293
294 7.4.3. The information shall be provided electronically via a mutually
295 agreeable secure FTP format and shall include the following
296 items, with each field in its own column:

- 297
298 i. First Name;
299 ii. Middle Initial;
300 iii. Last Name;
301 iv. Suffix (e.g. Jr., III);
302 v. Job Title/Classification

- 303 vi. Department;
- 304 vii. Primary Worksite Location;
- 305 viii. Work Telephone Number;
- 306 ix. Home Street Address (Incl. Apartment #);
- 307 x. City;
- 308 xi. State;
- 309 xii. ZIP Code (5 or 9 Digits)
- 310 xiii. Home Telephone Number (10 Digits);
- 311 xiv. Personal Cellular Telephone Number (10 Digits);
- 312 xv. Personal Email Address (if available);
- 313 xvi. District email;
- 314 xvii. Birth Date;
- 315 xviii. Applicable retirement system status;
- 316 xiv. Date of Hire.

317
318 7.4.4. Periodic Update of Contact Information: The District shall also
319 provide CODAA with a list of all bargaining unit members' names
320 and contact information described above on, or within three (3)
321 business days of, the last working day of September, January, and
322 May. The information shall be provided to CODAA via a mutually
323 agreeable secure FTP site or service.
324

325 **Section 8.** Reassign/Release Time for Association Business.

326
327 CODAA shall be given 275 hours of reassign time paid by the District per fiscal year
328 to conduct CODAA business including Safety Committee and Health & Welfare
329 Committee meetings, meetings attended as CODAA representatives, and grievance
330 processing and excluding meetings per Article VII Section 6. Mutually agreed upon
331 time will be provided for negotiations meetings with the District and will be paid
332 separately from this allotment. The CODAA President will provide the preliminary list
333 to the District 14 calendar days prior to the start of the Fall and Spring Semesters of
334 the names of the Unit members who will receive the reassign time. Reassign time will
335 be paid at the individual's lab rate.
336

337 CODAA has the right to purchase additional reassign time from the District during
338 any time in the college year. The District will bill CODAA for the full cost of this
339 reassign time, and shall be paid 30 calendar days after billing.
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341
342 CL: CL

343
344 DG: 

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