

ARTICLE 15: MISCELLANEOUS PROVISIONS

15.100 **Concerted Activities**

15.110 The Union officers, agents or members shall not strike, engage in a work stoppage, slowdown or picketing in furtherance thereof, nor comply with the request of other labor organization(s) to engage in such activity, nor engage in any unlawful interference with the operation of the District.

15.120 It is agreed and understood that any bargaining unit member violating this Article may be subject to discipline up to and including replacement or termination.

15.130 The Union recognizes the duty and obligations of its representatives to comply with the provisions of this Agreement, and to make every reasonable effort toward inducing all its members to do so.

15.200 **Completion of Negotiations**

Except as may be mutually agreed, the Union and the District expressly waive and relinquish the right to meet and negotiate, and agree that the parties shall not be obligated to meet and negotiate with respect to any subject matter, whether referred to or covered in this Agreement or not, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time they met and negotiated on and executed this Agreement, and even though such subjects or matters were proposed and later withdrawn.

15.300 **Savings Provision**

If any provisions of this Agreement are held to be contrary to law by a court of competent jurisdiction, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect; however, no provisions of this Agreement shall be construed to result in an illegal discriminatory act based on race, creed, sex, or national origin. In the event of suspensions or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within sixty (60) days after such final determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

15.400 Short term and/or substitute employees will be employed only pursuant to the provisions of the California Education Code and will not be utilized to circumvent the wage supplement provisions of this Agreement.

15.500 The District has the right to subcontract work as permitted by the Public Contract Code without any requirements of meeting and negotiating with CSEA. If work is not covered by the Public Contract Code, the District will give notice and an opportunity to bargain any subcontracting decision which would result in the layoff of a bargaining unit member.

15.600 Effective September 1, 1998, no written agreement executed between representative(s) of the Union and District shall be valid unless ratified by the District Governing Board.

15.700 A copy of this Agreement shall be available to all unit members through the District’s website. The District and CSEA shall share the cost of printing no more than 100 hard copies of the Agreement to be available for unit members at CSEA’s discretion.

15.800 **Workload**

15.810 While employees shall perform their assignments with due diligence during assigned hours, which include all applicable duty free rest and meal periods, it shall be the District’s responsibility to direct and prioritize the overall workload and to ensure the proper disposition of work in excess of that which can be accomplished during the regularly assigned and scheduled work hours.

15.820 If one or more employees bring forth a claim of excess existing or prospective workload, the employee shall first address their concern with their immediate supervisor. If the employee and supervisor cannot mutually identify the workload issues, the claim shall be forwarded to the District and Union. The District and the Union shall meet with the employee and their immediate supervisor within fifteen (15) work days of receipt of the claim to address the issue. For purposes of this Section, a work day refers to a day when the unit member is scheduled to work. No disciplinary action shall be taken by the District against any permanent employee(s) in respect to any workload issue, which is the subject of a claim, while being addressed pursuant to this subsection.