

## **ARTICLE XIII**

### **FEDERATION RIGHTS**

#### **1.0 Release Reassigned Time**

- 1.1 The District shall provide ~~25~~ **15** LHE of ~~release reassigned~~ time to the Federation for purposes of carrying out union business, needs and responsibilities as determined by the Federation leadership. ~~representation, implementation of this agreement, attendance at official union meetings and conferences related to union business, Federation representation on governance committees and on-going resolution of outstanding issues as reflected in memoranda of understanding and contractual changes negotiated through committees such as Tenure and Evaluation.~~ The Federation President may allocate any portion of the aforementioned ~~25~~ **15** LHE of ~~release reassigned~~ time to any Federation representative to carry out the **necessary** ~~aforementioned~~ duties.
- 1.2 The District shall provide ~~15~~ **9** LHE of ~~release reassigned~~ time for up to four full time members of the Federation's negotiating team during any semester in which the District and the Federation are negotiating a future agreement. The Federation President may allocate any portion of this amount among the negotiating team's members. Should an adjunct unit member be part of the Federation's negotiating team, that unit member shall be compensated for each hour spent in negotiations plus two (2) hours of preparation time for each complete negotiation session attended. These hours shall not be considered a part of the adjunct member's load.
- 1.3 The District agrees to grant the Federation the right to purchase additional ~~release reassigned~~ time of up to ~~20~~ **15** LHE at the cost of the adjunct/overload rate, class II, step 1. ~~, plus an additional 5 LHE at full reimbursement cost for the employee's compensation (as defined by Government Code section 3558.8).~~
- 1.4 The Federation retains the exclusive right to determine the manner in which to assign the LHE described in Sections 1.1, 1.2, and 1.3 above.
- 1.5 Notification of the designated unit members and amount of ~~release reassigned~~ time shall be submitted to the District as near as possible to June ~~15~~ of each year for the fall semester and ~~by~~ December ~~15~~ for the spring semester.
- 1.6 ~~Any Federation member assigned the LHE described in Sections 1.1, 1.2, and 1.3 above will not be required to use any personal necessity or sick leave as long as they are carrying out union-related business or responsibilities.~~

- 2.0 The Federation shall have the right to use bulletin boards, mailboxes, institutional facilities and equipment, provided that such use does not interrupt normal District or campus operations. The Federation may distribute or leave for pickup on District property organizational literature or Federation publications provided they do not interfere with District business, and such literature shall bear the logo of the Federation. No one shall be allowed to distribute handouts in a manner that distracts employees who are on the job performing their duties. Literature and similar materials may be distributed or left for pickup in coffee rooms, faculty rooms, dining rooms or other designated site locations. The Federation may contact employees on the college campus provided they do not interfere with employees performing their work. The District will allot up to 700 copies per month ~~on the administrative copier~~ to facilitate communications between the District **employees** and the Federation.
- 3.0 The District shall provide the Federation with a list of the names, **email** addresses, **office numbers** and division of all unit members within 15 days of a written request to the extent allowed under Government Code 7928.300. The District shall also provide the home and/or cellular phone numbers **of all unit**

members on file with the District unless the unit member has requested in writing that it be kept confidential.

- 4.0 The District shall post a copy of the Agreement within thirty (30) days of ratification by both parties on the AVC website, if technology permits. The Federation shall be provided twenty (20) ~~notebook bound~~ paper copies for use by the Federation at District expense.

5.0 AVCFT Membership and Dues Deductions

5.1 AVCFT has the sole and exclusive right to have employee organization membership dues deducted by the District from the wages of employees in the bargaining unit who choose to maintain membership in AVCFT. Any faculty member who is a member of the Federation or who has applied for membership shall sign and deliver to AVCFT an assignment authorizing deduction of Federation dues or assessments from the employee's wages. AVCFT certifies that it has and will maintain such individual unit member authorizations, and shall further provide written notification to the District within ten business (10) days of a unit member submitting such authorization. The District shall, pursuant to such, deduct one-twelfth (1/12th) such dues from the regular salary check of the faculty member each month.

5.2 Any AVCFT unit member who wishes to revoke his/her membership must contact AVCFT in writing. AVCFT shall notify the District, in writing, of any revocations of membership and the effective date of revocation.

5.3 The District shall not be obligated to put into effect any new, changed, or discontinued deduction from a unit member's wages until the pay period which commences thirty (30) days or more after AVCFT submits written notification of the new, changed, or discontinued employee authorization to the District.

5.4 AVCFT shall indemnify, defend, and hold the District (including its individual Board members, employees, agents, and representatives) harmless from any and all claims, demands, or suits, or any other action or liability commenced against the District and arising from the union membership and dues provisions contained herein.

- 6.0 With respect to all sums deducted by the District pursuant to authorization of the unit member for membership dues or assessments, the District agrees promptly to remit monthly, within a reasonable time following the date of deduction of the faculty member's pay warrant, such monies to the Federation's designee, accompanied by an alphabetical list of faculty members for whom such deductions have been made which indicates the amount deducted for each such faculty member.

- 7.0 The Federation agrees to furnish any information necessary for the District to fulfill the provisions of this Article.

- 8.0 Pay given to temporary faculty members as ~~release reassigned~~ time for serving as union officers or representatives will not count towards load for purposes of the 67% rule (EC 87483 and 87482.5).

- 9.0 The District agrees to provide the Federation with office space on the main campus whose location will be determined by the District with the agreement of the Federation (currently T700 Room B1). The Federation will pay for cost of keys and for rekeying of the lock. The District will make access by key restricted to the minimum number of people outside of those designated by the Federation.

10.0 Employee Information

- 10.1 "Newly hired employee" or "new hire" means any employee, whether permanent, probationary,

temporary, full-time, or part-time, whose position is within the AVCFT bargaining unit, and who is still employed as of the date of the new employee orientation. The employee is regarded as a “newly hired employee” even if the newly hired individual was previously employed by the District. For purposes of this article only, the “date of hire” of a newly hired employee is the date that the employee is employed in a position within the unit represented by AVCFT. If the unit member is subsequently released such that their employment with the District is terminated, the employee will again be considered a “new hire” for purposes of this article if the employee is subsequently rehired to a position within the bargaining unit represented by AVCFT. This does not include substitute employees.

- 10.2 Except for employees who have submitted written requests pursuant to Government Code section 7928.300 prohibiting the disclosure of their home address, home and/or cellular telephone number, personal email address, or birth date, and except for employees who have submitted written requests authorized by law prohibiting the disclosure of other personal or contact information, the District shall provide AVCFT with certain contact information on the new hires. The information will be provided to AVCFT electronically ~~via a mutually agreeable secure FTP site or service at AVCFT’s expense (not to exceed \$150 per academic year)~~, within thirty (30) days from the date of hire. This contact information shall include the following items, if they are included in the District’s records, 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;
- vi. Department;
- vii. Primary worksite location name;
- viii. Work telephone number;
- ix. Home street address (incl. Apt. number);
- x. City;
- xi. State;
- xii. ZIP Code (5 or 9 digits);
- xiii. Telephone number (10 digits);
- xiv. Personal email address of the employee if available;

Except as provided herein, this information shall be provided to AVCFT regardless of whether the newly hired employee was previously employed by the District.

- 10.3 Periodic Update of Contact Information: Except for the above limitations, the District shall provide AVCFT with a list of all bargaining unit members’ names and contact information on the last working day of August, January, and May of each academic year. The information will be provided to AVCFT electronically ~~via a mutually agreeable secure FTP site or service at AVCFT’s expense (not to exceed \$150 per academic year)~~.

- 10.4 Confidentiality ~~Confidentiality~~ of Employee Information: Unit member information provided to the Federation pursuant to Article XIII shall be maintained as confidential by the union. The Federation shall take reasonable steps to ensure the security of the unit members personal information and shall not disclose or otherwise make available to any person, entity or organization external to AVCFT and its affiliated organizations. Liability for unauthorized disclosures of members personal information by the Federation shall not be imputed to the District.
- 11.0 New Employee Orientation
- 11.1 Definition: “New employee orientation” means the onboarding process of a newly-hired public employee, 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.
- 11.2 District Scheduled New Employee Group Orientations:
- a. In the event the District elects to conduct a group orientation/onboarding for new unit members in a single day, the District shall provide AVCFT access to such scheduled new employee group orientations. AVCFT shall receive not less than ten (10) days’ notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District’s operations that was not reasonably foreseeable. During these scheduled orientations, ~~two (2) AVCFT representatives shall each be paid for one hour of service at the non-instruction rate shall have sixty (60) minutes of paid release time for up to two (2) AVCFT representatives~~ to attend and speak at the new employee group orientation session. The AVCFT Labor Relations Representative (i.e., one (1) Field Representative from the California Federation of Teachers (“CFT”) Regional Office) may also attend the orientation session. AVCFT may request to the Vice President of Human Resources that AVCFT’s portion of the new employee group orientation be conducted privately with the new employees (but at the same location as determined by the District) and such request shall not be unreasonably denied. AVCFT shall provide the District with the contact information (business e-mail and business cell phone number) of the designated AVCFT representative(s) and the CFT Labor Relations (Field) representative prior to the orientation.
  - b. In the event the District elects to conduct a multi-day group orientation for new unit members, AVCFT may provide input to the President/~~Superintendent~~ in advance of the orientation as to suggested topics to be covered at the multi-day orientation. During these scheduled orientations, ~~two (2) AVCFT representatives shall each be paid for one hour of service at the non-instruction rate shall have sixty (60) minutes of paid release time for up to two (2) AVCFT representatives~~ to attend and speak at the new employee group orientation session. AVCFT may request to the Vice President of Human Resources that AVCFT’s portion of the new employee group orientation be conducted privately with the new employees (but at the same location as determined by the District) and such request shall not be unreasonably denied. The AVCFT Labor Relations Representative (i.e., one (1) Field Representative from the California Federation of Teachers (“CFT”) Regional Office) may also attend the orientation session.
- 11.3 Individual Orientations: In the event the District conducts a one-on-one orientation with a faculty new hire as opposed to a group orientation, ~~one (1) AVCFT representative shall be paid for one hour of service at the non-instruction rate AVCFT shall have sixty (60) minutes of release time for one (1) AVCFT representative~~ to attend and speak at the orientation session. The AVCFT

Labor Relations Representative (i.e. one (1) Field Representative from the CFT Regional Office) may also attend the orientation session. AVCFT may request to the Vice President of Human Resources that AVCFT's portion of the new employee's individual orientation be conducted privately with the new employee (but at the same location as determined by the District) and such request shall not be unreasonably denied. AVCFT shall receive not less than ten (10) days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

- 11.4 Unavailability: The unavailability of a AVCFT representative and/or the AVCFT Labor Relations (Field) Representative at the time scheduled for an employee's individual or group orientation shall not be cause to delay any employee orientation meeting where ten (10) days' advance notice of an orientation is provided by the District to AVCFT, or where an employee orientation must be conducted on less than ten (10) day's advance notice due to an urgent need critical to the District's operations which was not reasonably foreseeable.
- 11.5 Any alleged violation of the terms of Section 11.0 regarding new employee orientation meetings shall be subject to the procedures set forth in Government Code section 3557.

## 12.0 Hearings and Proceedings

- 12.1 The District shall provide paid release time to any AVCFT officer(s) or duly designated Federation representative(s) who attends or participates in any hearing, investigatory meeting, grievance meeting, arbitration, administrative hearing (including but not limited to PERB, OAH, Title IX, or discrimination-related proceedings), court proceeding, or other formal process in which the Federation representative is acting in an official capacity on behalf of the Federation or the bargaining unit.
- 12.2 Time spent by Federation representative(s) in any duties under this section shall not be considered or recorded as sick leave, personal necessity leave, compensatory time, or any type of accrued employee leave. Such leave shall only be treated as paid release time for the performance of protected representational activities.
- 12.3 The Federation President shall designate in writing the unit members serving as representatives for purposes of this section. Such designations shall be sufficient for the granting of representational leave.
- 12.4 The Federation shall notify the District of the need for representational leave as soon as practicable. In urgent matters where advance notice is not possible, notification shall be provided at the earliest opportunity.
- 12.5 Participation in representational activities pursuant to this Article shall not be considered absenteeism, neglect of duty, or unapproved leave, and shall not result in any adverse action against the Federation unit members designated by the Federation President.
- 12.6 Pay given as release time to temporary faculty members pursuant to this section shall not count toward load for purposes of the 67% rule (EC 87483 and 87482.5), consistent with Section 8.0 of this Article.