

1 PROPOSAL

2 FROM THE ANTELOPE VALLEY FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL
3 4683 TO THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT

4 June 9, 2026

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6 This proposal from the Antelope Valley Federation of Classified Employees to the Antelope Valley
7 Community College District is expressly made pursuant to the Educational Employment Relations
8 Act and the Collective Bargaining Agreement between the parties. This proposal is intended to
9 apply only to the article below. All other provisions of the Collective Bargaining Agreement shall
10 be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

11
12 ARTICLE V

13 FEDERATION RIGHTS

14
15 **5.0 Facilities** – The Federation and its members have the right to use district (college)
16 facilities and equipment, *including meeting rooms, conference rooms, audio-visual and*
17 *presentation equipment, telephones, copying and printing equipment, and electronic*
18 *resources*, at reasonable times when not otherwise in use for the purpose of meetings
19 concerned with the exercise of rights incorporated in the Agreement.

20 **5.1 Communication and Notice of Activities** – The Federation shall have the right to post
21 notices of activities and matters of concern on designated *physical and electronic* bulletin
22 boards *at all District work sites*. The Federation may utilize employees' *campus* mailboxes
23 and campus email for communication with its members and other employees. *The Federation*
24 *shall have access to the District's "all-classified" listserv and to any other District-*
25 *maintained electronic distribution list used to communicate with bargaining unit*
26 *members. The Federation may use District-provided electronic communication systems,*
27 *including listservs, intranet announcements, and District email distribution lists, to*
28 *communicate with bargaining unit members regarding matters within the scope of*
29 *representation, member benefits, Federation meetings and elections, training*
30 *opportunities, and other Federation business. The District shall not delay Federation*
31 *communications on these systems based on content, nor monitor, surveil, screen, filter*
32 *or restrict the communications.*

33 **5.2 Federation Business** – The authorized representative(s) of the Federation, *including*
34 *non-employee Federation staff and representatives of CFT and AFT*, shall be permitted to
35 transact official Federation business on college property at reasonable times not interfering with
36 the educational process or District duties of the employees.

37 **5.3 Public Information** – The District agrees to furnish, upon request of the Federation, all
38 public information required by the Federation that is reasonably necessary for the Federation to
39 fulfill its role as the exclusive bargaining representative. Such requests for public information
40 shall be directed to the District's designated representative.

41 **5.4 Membership**

42 ~~5.4.1 Membership List – The names and mailing addresses of all unit members~~
43 ~~who do not otherwise request that such information remain privileged and~~
44 ~~confidential, shall be provided to the Federation semi-annually upon written~~
45 ~~request. Such list shall include classification and site location.~~

46 ~~5.4.1 Additions to Membership List – As new unit members are employed,~~
47 ~~separated, transferred, or have name or address changes, the names, mailing~~
48 ~~addresses, personal or work emails, classifications, and site locations shall be~~
49 ~~provided to the Federation simultaneously at the time that the Federation’s~~
50 ~~membership disbursement check is issued. Bargaining Unit Roster – In addition~~
51 ~~to the new hire information provided under Section 5.13.1, the District shall~~
52 ~~provide the Federation, no less frequently than every one hundred twenty (120)~~
53 ~~calendar days, with a current roster of all bargaining unit members containing~~
54 ~~each member’s full legal name and any preferred name, job title and classification,~~
55 ~~department or division, work location, work telephone number(s), home telephone~~
56 ~~number, personal cellular telephone number(s), work email address, personal~~
57 ~~email address(es) on file with the District, home address, and employee~~
58 ~~identification number, consistent with Government Code section 3558. This roster~~
59 ~~shall be provided in a mutually agreeable, machine-readable electronic format.~~
60 ~~The parties may agree in writing to a more frequent or more detailed roster.~~

61 **5.4.2 Seniority List** – The Federation shall be supplied with a seniority roster of all
62 employees within three (3) months of the effective date of this Agreement and once a
63 year thereafter, unless updated earlier. The roster shall indicate the employee’s present
64 classification.

65 **5.5 Board Meetings** – The Federation shall be entitled to representatives at all public Board
66 meetings and shall be allowed to speak on any item on any agenda in accordance with existing
67 Board Rules.

68 **5.5.1 Board Agenda** – The District shall provide the Federation with a **complete hard**
69 **copy of the Board agenda ~~packet and attachments booklet~~**, less the confidential items
70 and those materials that relate to negotiations, **at the same time the agenda packet**
71 **and attachments are provided to members of the Board.** The determination of
72 confidential items and materials that relate to negotiations will be left to the judgment
73 and discretion of the District.

74 **5.5.2 Adopted Budget** – The ~~local chapter~~ **Federation** will receive one **electronic**
75 copy of the adopted budget, after its approval by the Board.

76 **5.6 Copies of Contract** – Within thirty (30) days of the execution of this contract, the District
77 shall post the agreed upon collective bargaining agreement on the District’s website **in a**
78 **searchable and accessible electronic format, and shall provide the Federation with an**
79 **editable Word-compatible electronic copy and a PDF copy.** Bargaining unit employees may
80 request a copy of the agreement and it will be produced in its requested format. Any unit
81 member who becomes a member in the bargaining unit after execution of the Agreement shall

82 be provided with a copy of this Agreement by the District at the time of employment. The District
83 shall provide the Federation with ~~fifty (50) one hundred (100)~~ printed copies for its use. The
84 Federation shall be provided with additional copies upon request for training, orientations, etc.

85 **5.7 Mailbox** – The Federation shall be provided with one (1) *physical* mailbox for
86 Federation business. *The District shall also provide and maintain a dedicated Federation*
87 *email address and District email distribution list for use by the Federation President and*
88 *authorized designees.*

89 **5.8 Release Time/Meetings** – ~~The Federation President and designated~~
90 ~~representatives shall collectively be granted 500 hours of released time annually in~~
91 ~~addition to release time for participatory governance activities. The Federation’s~~
92 ~~President shall provide the District with its Executive Board and negotiating team~~
93 ~~members’ names annually or upon change of leadership roles. Such representatives~~
94 ~~shall receive the release time without loss of compensation. These hours may be used~~
95 ~~for the purpose of on-campus representation activities as well as local, state, and~~
96 ~~national Federation conventions, conferences, and workshops. Such activities shall not~~
97 ~~interfere with the educational process and/or District duties of the employee. Such time~~
98 ~~shall not be cumulative over successive years. The Federation representative shall notify~~
99 ~~and receive confirmation from their respective supervisor and Federation President of~~
100 ~~union activity(ies) and release time shall be tracked/reported on the representative’s~~
101 ~~electronic timesheet.~~

102 **5.8.1 President’s Release.** *The Federation President shall receive one hundred*
103 *percent (100%) paid release from regular duties, totaling one full-time equivalent*
104 *(1.0 FTE) annually, without loss of compensation, benefits, seniority, leave*
105 *accrual, retirement service credit, or any other condition of employment. The*
106 *District shall backfill the President’s regular position for the duration of the*
107 *release at no cost to the Federation.*

108 **5.8.2 Designated Representative Pool.** *In addition to the President’s release time,*
109 *the Federation’s designated representatives shall collectively receive one*
110 *thousand (1,000) hours of paid release time annually for participatory governance*
111 *and committees, the conduct of Federation business, including grievance*
112 *investigation, contract administration, member representation and investigations,*
113 *Executive Board duties, negotiations preparation and bargaining, internal*
114 *Federation meetings and elections, and participation in local, state, and national*
115 *Federation conventions, conferences, workshops, and trainings. The Federation*
116 *President shall provide the District with the names of the Executive Board,*
117 *negotiating team, and other designated representatives annually and upon any*
118 *change of leadership roles. Unused hours shall not be cumulative over*
119 *successive fiscal years.*

120 **5.8.3 Notice and Tracking.** *The Federation representative shall notify their*
121 *supervisor and the Federation President in advance of release time use whenever*
122 *practicable. Release time shall be tracked and reported on the representative’s*
123 *electronic timesheet. Failure to provide advance notice shall not result in loss of*

124 *release time or discipline, provided the representative gives reasonable after-the-*
125 *fact notice.*

126 **5.9 Meetings**

127 **5.9.1 Quarterly Unit Meetings** – The Federation shall have the right to conduct
128 quarterly meetings for bargaining unit members during regular working hours.

129 **5.9.2 Orientation Meetings** – The District and the Federation shall jointly conduct two
130 orientation meetings annually for bargaining unit members. The meetings will be held at
131 the beginning of the fall and spring semesters during regular work hours.

132 **5.9.3 Monthly Meetings** – Monthly meetings, as needed, shall be scheduled between
133 the Federation president or designee, and the Vice President of Human Resources or
134 designee, for the purpose of discussing campus problems and heading off any potential
135 grievances.

136 **5.10 Negotiations** – The District shall not conduct any negotiations with any organization that
137 claims to represent the employee-employer relations interest of unit members other than the
138 Antelope Valley College Federation of Classified Employees, local Chapter 4683, and the
139 exclusive representative of the unit.

140 **5.11 Vacancies and Additions to Bargaining Unit**

141 1) The District shall provide the Federation with a copy of the monthly Personnel
142 Schedules from Board minutes.

143 2) The District shall provide the Federation with a copy of classified job
144 announcements before the position is opened to the public.

145 **5.12 Dues, Fees and Payroll Deductions** – The District shall deduct from the pay of
146 Federation members and pay to the Federation the normal and regular monthly Federation
147 membership dues as voluntarily authorized in writing by the employee on the Federation form
148 subject to the following conditions:

149 a) Such deductions shall be made only upon submission of the Federation form to
150 the District payroll department, duly completed and executed by the unit member.

151 b) The normal and regular monthly Federation membership dues shall be updated
152 by the District July 1 of each year to include all salary adjustments. The District shall not
153 be obligated to implement any new Federation monthly dues deductions until the pay
154 period commencing not less than thirty (30) calendar days after such submission.

155 c) The District shall, on a monthly basis, draw its order upon the funds of the District
156 in favor of the Federation for an amount equal to the total of the dues deduction made
157 during the month and shall furnish the Federation a list of all employees affected,
158 together with the amount deducted for each. A unit member may terminate Federation
159 membership or voluntary dues deduction authorization at any time. Said deduction
160 cancellation shall be effective on the pay period commencing thirty (30) workdays after
161 written submission.

162 d) If the District is contacted by an employee who indicates a desire to terminate
163 their membership in AVCFCE, the District shall refer the employee to AVCFCE.

164 e) Upon appropriate written authorization from the unit member, the District shall
165 deduct from the salary of any unit member and make appropriate remittance for credit
166 union, savings, bonds, charitable donations, or any other plans or programs approved by
167 the District.

168 f) The Federation agrees to indemnify and hold harmless the District, its officers,
169 employees and agents against any and all costs, losses, or damages because of civil or
170 other action arising from the administration and implementation of these provisions. Any
171 clerical errors will be corrected by the party making the error, with the provision that if
172 any such dues are deducted from the pay of any unit member and remitted to the
173 Federation and the unit member does not owe same, the Federation shall refund the
174 same to the unit member and the District shall not be liable for any refund. The
175 Federation agrees to furnish any information needed by the District to fulfill these
176 provisions.

177 5.13 New Hires and Orientation

178 **5.13.1 Employee Information – ~~The District shall provide the AVCFCE President~~**
179 **~~notice of any newly hired employee(s) within ten (10) days of hire, via electronic~~**
180 **~~mail. The notice shall include full legal name, date of hire, job classification, and~~**
181 **~~work location. As a supplement, on the last workday of each quarter, the District~~**
182 **~~shall provide the AVCFCE President via a mutually agreeable electronic service,~~**
183 **~~the name, job title, department/division, work location, personal telephone~~**
184 **~~numbers, personal work e-mail addresses, and employee identification number of~~**
185 **~~unit members if the information is on file and the employee hasn't objected in~~**
186 **~~writing. Within thirty (30) calendar days of the date of hire, or by the first pay~~**
187 **~~period of the month following hire, whichever is sooner, the District shall provide~~**
188 **~~the AVCFCE President, via a mutually agreeable secure electronic method, the~~**
189 **~~following information for each newly hired bargaining unit employee, consistent~~**
190 **~~with Government Code section 3558: full legal name and any preferred name on~~**
191 **~~file; date of hire; job title and classification; department or division; work location;~~**
192 **~~work telephone number(s); home telephone number; personal cellular telephone~~**
193 **~~number(s); work email address; personal email address(es) on file with the~~**
194 **~~District; home address; and employee identification number. The District shall~~**
195 **~~provide this information regardless of whether the newly hired employee was~~**
196 **~~previously employed by the District. The District shall also provide the AVCFCE~~**
197 **~~President with prompt written notice of any separation, transfer, or change in~~**
198 **~~name, classification, or work location of a bargaining unit member, or placement~~**
199 **~~on paid administrative leave.~~** The home address, home telephone number, personal
200 cellular telephone numbers, personal email addresses, and **dates of birth** of
201 bargaining unit members shall not be deemed public records, nor open to public
202 inspection except as specified under Government Code section 7928.300

203 **5.13.2 AVCFCE Access to New Employee Orientations – ~~The District will schedule~~**
204 **~~a quarterly orientation session for all employees hired in that quarter. The District~~**
205 **~~shall provide the AVCFCE President notice within ten (10) days of the quarterly~~**
206 **~~orientation to allow AVCFCE access to the orientation. The session will be~~**
207 **~~scheduled for up to thirty (30) minutes, collaboratively planned by the Office of~~**
208 **~~Human Resources and AVCFCE. One AVCFCE representative will receive release~~**
209 **~~time not counted against existing release time in the collective bargaining~~**
210 **~~agreement. Additional release time would be available for other representatives~~**
211 **~~from those days allocated for release time in Article 5.9. The AVCFCE Labor~~**
212 **~~Relations Representative may also attend the session.~~**

213 *(a) Access to New Employee Orientations. The District shall provide AVCFCE with*
214 *mandatory access to every new employee orientation for bargaining unit*
215 *employees, consistent with Government Code section 3556. The District shall*
216 *provide the AVCFCE President not less than ten (10) calendar days' written notice*
217 *in advance of each orientation, including the date, time, location, format (in-*
218 *person, online, or other medium), and a single roster of expected attendees. A*
219 *shorter notice may be provided only in a specific instance where there is an*
220 *urgent need critical to the District's operations that was not reasonably*
221 *foreseeable. If the District does not conduct an orientation for a newly hired*
222 *bargaining unit employee, AVCFCE's right of alternative access under subsection*
223 *(f) shall apply.*

224 *(b) AVCFCE Presentation. AVCFCE shall be allotted no less than forty-five (45)*
225 *minutes during each new employee orientation. AVCFCE shall present before any*
226 *other employee organization or non-District presenter. AVCFCE shall be entitled*
227 *to meet with the newly hired employees outside the presence of management,*
228 *supervisory, or confidential personnel. AVCFCE shall determine the structure and*
229 *content of its presentation and may distribute materials of its choosing.*

230 *(c) Roster Before Orientation. Not later than five (5) calendar days before each*
231 *orientation, the District shall provide AVCFCE with a complete roster of expected*
232 *attendees containing each attendee's name, classification, work location, and the*
233 *information described in Section 5.13.1.*

234 *(d) Confidentiality of Orientation Details. The date, time, and place of each new*
235 *employee orientation shall not be disclosed to anyone other than the employees,*
236 *AVCFCE, or a vendor that is contracted to provide a service for purposes of the*
237 *orientation, consistent with Government Code section 3556.*

238 *(e) Alternative Access. If the District has not conducted an in-person new*
239 *employee orientation within thirty (30) days of an employee's start date and the*
240 *employee is working in person, AVCFCE shall be entitled to schedule an in-person*
241 *meeting at the worksite during paid working hours for up to forty-five (45)*
242 *minutes, during which AVCFCE shall communicate directly with the newly hired*
243 *employee(s), who shall be relieved of other duties for the purpose of attending.*

244 *The District shall provide an appropriate on-site meeting space within seven (7)*
245 *calendar days of receiving a request from AVCFCE.*

246 *(f) Asynchronous and Electronic Onboarding. If the District provides any online,*
247 *asynchronous, or other electronic onboarding materials to newly hired*
248 *employees, AVCFCE shall be entitled to include its own materials in the same*
249 *channels and shall be provided the opportunity to update those materials at least*
250 *annually.*

251 *(g) Follow-Up Meeting. Any newly hired employee who does not attend an*
252 *orientation under subsection (a) shall be entitled to a first-week individual meeting*
253 *with an AVCFCE representative during paid working hours of up to thirty (30)*
254 *minutes, on a mutually agreeable date arranged by the District.*

255 *(h) Definitions. For purposes of this Section, "new employee orientation" and*
256 *"newly hired public employee" shall have the meanings set forth in Government*
257 *Code section 3555.5.*

258

259 **5.14 Federation Office Space and Equipment**

260 *(a) The District shall provide AVCFCE with a dedicated, lockable office at the main*
261 *campus of the Antelope Valley Community College District for the conduct of*
262 *Federation business. The District shall list the AVCFCE office location and*
263 *telephone number(s) in the campus directory and on the District's website.*

264 *(b) The District shall provide AVCFCE with dedicated, non-portable lockable*
265 *storage space at the main campus, reasonably accessible to the AVCFCE office*
266 *and sufficient to securely store Federation files, records, materials, and supplies.*
267 *AVCFCE shall be the sole occupant of the storage space. The storage space shall*
268 *be climate-controlled to a standard suitable for the preservation of paper records.*
269 *The District shall not enter or access the storage space except as provided in*
270 *Section 5.15(a).*

271 *(c) AVCFCE shall have the right to share use of a District-provided conference*
272 *room with the Antelope Valley College Federation of Teachers (AVCFT) for joint*
273 *meetings and other Federation activities. Scheduling shall be coordinated*
274 *between AVCFCE and AVCFT.*

275 *(d) The District shall furnish the AVCFCE office and the shared conference room*
276 *with the equipment and furnishings reasonably necessary for Federation*
277 *business, including a desk, a conference table, chairs, lockable filing cabinets, a*
278 *computer with internet access, a printer, and on-campus telephone service with a*
279 *dedicated line. The District shall make available to AVCFCE any warehoused or*
280 *undesignated District office equipment and furniture upon request.*

281 *(e) The District shall provide custodial and maintenance services, utilities,*
282 *internet, and telephone service for the AVCFCE office and the shared conference*
283 *room at no cost to AVCFCE.*

284 *(f) In the event the District proposes to relocate the AVCFCE office or the shared*
285 *conference room, the District shall provide AVCFCE with not less than ninety (90)*
286 *calendar days' advance written notice and shall offer a comparable replacement*
287 *location at the main campus subject to AVCFCE's mutual agreement. Federation*
288 *property shall not be moved or accessed in connection with a relocation without*
289 *the prior written authorization of the AVCFCE President or designee.*

290 **5.15 Privacy and Confidentiality of Federation Operations**

291 *(a) Office Privacy. The AVCFCE office, storage room, conference rooms used for*
292 *Federation business, files, mail, mailbox, computers, electronic storage,*
293 *telephones, and other equipment used for Federation business shall be private to*
294 *AVCFCE. The District, including its officers, employees, contractors, and agents,*
295 *shall not enter the AVCFCE office, access AVCFCE files or equipment, or open*
296 *AVCFCE mail without the prior written consent of the AVCFCE President or*
297 *designee, except in the case of a bona fide emergency posing an imminent threat*
298 *to life, safety, or property, in which case the District shall promptly notify the*
299 *AVCFCE President of the entry and the reason for it.*

300 *(b) Communications Privacy. The District shall not monitor, intercept, review,*
301 *scan, copy, or otherwise access the content of AVCFCE communications, whether*
302 *in person, by telephone, by mail, by email, by listserv, or by any other medium,*
303 *and whether or not those communications occur on or through District*
304 *equipment, systems, networks, or facilities. The District shall not require or*
305 *request that any unit member disclose the content of any communication with*
306 *AVCFCE.*

307 *(c) No Surveillance. The District shall not place, operate, or maintain audio or*
308 *video recording devices, surveillance cameras, keystroke loggers, or network or*
309 *content monitoring tools in, targeted at, capturing, or with a field of view that*
310 *includes the AVCFCE office, the AVCFCE storage space, the shared conference*
311 *room, AVCFCE-issued District accounts, or any other location during AVCFCE*
312 *meetings or activities. Any existing surveillance cameras with a field of view that*
313 *includes the entrance to, or interior of, the AVCFCE office, storage space, or*
314 *shared conference room shall be relocated, redirected, or disabled within thirty*
315 *(30) days of execution of this Agreement. The District shall not record, log, or*
316 *retain data identifying individuals entering or leaving the AVCFCE office, storage*
317 *space, or shared conference room.*

318 *(d) The District shall provide AVCFCE with not less than fifteen (15) calendar days'*
319 *advance written notice before installing, relocating, redirecting, or modifying the*
320 *field of view of any surveillance camera at any District facility.*

321 *(e) Records of Membership and Activity. The District shall maintain the*
322 *confidentiality of any records reflecting AVCFCE membership status, dues*
323 *authorizations, attendance at AVCFCE meetings, or participation in AVCFCE*
324 *activities, and shall not disclose such records to any third party except as*
325 *required by law.*

