

1 PROPOSAL FROM  
2 THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the  
3 ANTELOPE VALLEY COLLEGE FEDERATION OF TEACHERS  
4 May 22, 20226  
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6 The following proposal was presented during negotiations by the Antelope Valley Community College  
7 District ("District") to the Antelope Valley College Federation of Teachers for the duration of the  
8 negotiations leading to a successor agreement to the 2023-2025 Collective Bargaining Agreement  
9 (CBA), to be discussed in good faith as required by the Educational Employment Relations Act and the  
10 ground rules adopted by the parties. Except as otherwise noted below, the remainder of the status quo  
11 Article shall be deemed to remain unchanged:  
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13 **ARTICLE XIII**  
14 **FEDERATION RIGHTS**  
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16 **13.1.0 Released~~d~~Reassigned Time**  
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18 **13.1.1** The District shall provide ~~15–25~~ LHE of ~~released~~ **reassigned** time **to the**  
19 **Federation** for purposes of **carrying out union business, needs and**  
20 **responsibilities as determined by the Federation leadership representation,**  
21 **implementation of this agreement, attendance at official union meetings and**  
22 **conferences related to union business, Federation representation on**  
23 **governance committees and on-going resolution of outstanding issues as**  
24 **reflected in memoranda of understanding and contractual changes negotiated**  
25 **through committees such as Tenure and Evaluation**. The Federation President  
26 may allocate any portion of the aforementioned ~~15–25~~ LHE of ~~released~~ **assigned**  
27 time to any Federation representative to carry out the **necessary aforementioned**  
28 duties.  
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30 **13.1.2** The District shall provide ~~9–15~~ LHE of ~~released~~ **reassigned** time for up to four full  
31 time members of the Federation's negotiating team during any semester in which  
32 the District and the Federation are negotiating a future agreement. The Federation  
33 President may allocate any portion of this amount among the negotiating team's  
34 members. Should an adjunct unit member be part of the Federation's negotiating  
35 team, that unit member shall be compensated for each hour spent in negotiations  
36 plus two (2) hours of preparation time for each complete negotiation session  
37 attended. These hours shall not be considered a part of the adjunct member's load.  
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39 **13.1.3** The District agrees to grant the Federation the right to purchase additional ~~released~~  
40 **reassigned** time of up to ~~1520~~ LHE **at the cost of the adjunct/overload rate, class**  
41 **II, step 1, plus an additional 5 LHE at full reimbursement cost for the employee's**  
42 **compensation (as defined by Government Code section 3558.8).**  
43 **[Note: Educ. Code 87768.5 – reimbursement for additional released time "shall**  
44 **be reimbursed by the employee organization of which the employee is an**  
45 **elected officer for all compensation paid the employee on account of the**  
46 **leave."]**  
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48 **13.1.4** The Federation retains the exclusive right to determine the manner in which to  
49 assign the LHE described in Sections **13.1.1**, **13.1.2**, and **13.1.3** above.  
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51 **13.1.5** Notification of the designated unit members and amount of ~~released~~ **reassigned**  
52 time shall be submitted to the District **during the course schedule assignment**  
53 **process. For unit members that may be elected after schedules are developed,**  
54 **released time notice shall be submitted** as near as possible to June 1~~5~~ of each  
55 year for the fall semester and ~~by~~ December 1~~5~~ for the spring semester.  
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57 13.1.6 All released time listed under this Agreement shall be reported and accounted.  
58 This release time is to be scheduled with the mutual agreement of the area  
59 administrator and the unit member, and the schedule is to be reasonably set.  
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61 13.1.7 When released time for a full-time unit member is changed or cancelled,  
62 resulting in a lower number of LHE as part of the member's contract load (15  
63 LHE in fall/spring), the released time will be replaced by existing overload  
64 assignments or alternative assignments, subject to the District's right of  
65 assignment.  
66

67 1.6 Any Federation member assigned the LHE described in Sections 1.1, 1.2, and  
68 1.3 above will not be required to use any personal necessity or sick leave as  
69 long as they are carrying out union-related business or responsibilities.  
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71 13.2.0 The Federation shall have the right to use bulletin boards, mailboxes, institutional facilities  
72 and equipment, provided that such use does not interrupt normal District or campus  
73 operations. The Federation may distribute or leave for pickup on District property  
74 organizational literature or Federation publications provided they do not interfere with District  
75 business, and such literature shall bear the logo of the Federation. No one shall be allowed to  
76 distribute handouts in a manner that distracts employees who are on the job performing their  
77 duties. Literature and similar materials may be distributed or left for pickup in coffee rooms,  
78 faculty rooms, dining rooms or other designated site locations. The Federation may contact  
79 employees on the college campus provided they do not interfere with employees performing  
80 their work. The District will allot up to 700 copies per month on the administrative copier to  
81 facilitate communications between the District employees and the Federation.  
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83 13.3.0 The District shall provide the Federation with a list of the names, email addresses, office  
84 numbers and division of all unit members within 15 days of a written request to the  
85 extent allowed under Government Code 7928.300. The District shall also provide the  
86 home and/or cellular phone numbers of all members on file with the District unless  
87 the unit member has requested in writing that it be kept confidential.  
88

89 4.0 The District shall post a copy of the Agreement within thirty (30) days of ratification by both  
90 parties on the AVC website, if technology permits. The Federation shall be provided twenty  
91 (20) notebook bound paper copies for use by the Federation at District expense.  
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#### 93 13.45.0 AVCFT Membership and Dues Deductions

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95 13.45.1 AVCFT has the sole and exclusive right to have employee organization membership  
96 dues deducted by the District from the wages of employees in the bargaining unit  
97 who choose to maintain membership in AVCFT. Any faculty member who is a  
98 member of the Federation or who has applied for membership shall sign and deliver  
99 to AVCFT an assignment authorizing deduction of Federation dues or assessments  
100 from the employee's wages. AVCFT certifies that it has and will maintain such  
101 individual unit member authorizations, and shall further provide written notification  
102 to the District within ten business (10) days of a unit member submitting such  
103 authorization. The District shall, pursuant to such, deduct one-twelfth (1/12th) such  
104 dues from the regular salary check of the faculty member each month.  
105

106 13.45.2 Any AVCFT unit member who wishes to revoke his/her membership must contact  
107 AVCFT in writing. AVCFT shall notify the District, in writing, of any revocations of  
108 membership and the effective date of revocation.  
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110 13.45.3 The District shall not be obligated to put into effect any new, changed, or  
111 discontinued deduction from a unit member's wages until the pay period which  
112 commences thirty (30) days or more after AVCFT submits written notification of the

113 new, changed, or discontinued employee authorization to the District.  
114

115 **13.45.4** AVCFT shall indemnify, defend, and hold the District (including its individual Board  
116 members, employees, agents, and representatives) harmless from any and all  
117 claims, demands, or suits, or any other action or liability commenced against the  
118 District and arising from the union membership and dues provisions contained  
119 herein.  
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121 **13.56.0** With respect to all sums deducted by the District pursuant to authorization of the unit  
122 member for membership dues or assessments, the District agrees promptly to remit  
123 monthly, within a reasonable time following the date of deduction of the faculty member's  
124 pay warrant, such monies to the Federation's designee, accompanied by an alphabetical  
125 list of faculty members for whom such deductions have been made which indicates the  
126 amount deducted for each such faculty member.  
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128 **13.67.0** The Federation agrees to furnish any information necessary for the District to fulfill the  
129 provisions of this Article.  
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131 **13.78.0** Pay given to temporary faculty members as ~~released~~ ~~reassigned~~ time for serving as union  
132 officers or representatives will not count towards load for purposes of the 67% rule (EC  
133 87483 and 87482.5).  
134

135 **13.89.0** The District agrees to provide the Federation with office space on the main campus whose  
136 location will be determined by the District with the agreement of the Federation (currently  
137 T700 Room B1). The Federation will pay for cost of keys and for rekeying of the lock. The  
138 District will make access by key restricted to the minimum number of people outside of  
139 those designated by the Federation.  
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141 **13.910.0** Employee Information  
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143 **13.910.1** "Newly hired employee" or "new hire" means any employee, whether permanent,  
144 probationary, temporary, full-time, or part-time, whose position is within the AVCFT  
145 bargaining unit, and who is still employed as of the date of the new employee  
146 orientation. The employee is regarded as a "newly hired employee" even if the  
147 newly hired individual was previously employed by the District. For purposes of  
148 this article only, the "date of hire" of a newly hired employee is the date that the  
149 employee is employed in a position within the unit represented by AVCFT. If the  
150 unit member is subsequently released such that their employment with the District  
151 is terminated, the employee will again be considered a "new hire" for purposes  
152 of this article if the employee is subsequently rehired to a position within the  
153 bargaining unit represented by AVCFT. This does not include substitute  
154 employees.  
155

156 **13.910.2** Except for employees who have submitted written requests pursuant to  
157 Government Code section 7928.300 prohibiting the disclosure of their home  
158 address, home and/or cellular telephone number, personal email address, or birth  
159 date, and except for employees who have submitted written requests authorized  
160 by law prohibiting the disclosure of other personal or contact information, the  
161 District shall provide AVCFT with certain contact information on the new hires. The  
162 information will be provided to AVCFT electronically via a mutually agreeable  
163 secure FTP site or service at AVCFT's expense (not to exceed \$150 per academic  
164 year), within thirty (30) days from the date of hire. This contact information shall  
165 include the following items, if they are included in the District's records, with each  
166 field in its own column:  
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- 168 i. First name;

- 169 ii. Middle initial;
- 170 iii. Last name;
- 171 iv. Suffix (e.g. Jr., III);
- 172 v. Job Title;
- 173 vi. Department;
- 174 vii. Primary worksite location name;
- 175 viii. Work telephone number;
- 176 ix. Home street address (incl. Apt. number);
- 177 x. City;
- 178 xi. State;
- 179 xii. ZIP Code (5 or 9 digits);
- 180 xiii. Telephone number (10 digits);
- 181 xiv. Personal email address of the employee if available;

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183 Except as provided herein, this information shall be provided to AVCFT regardless of  
184 whether the newly hired employee was previously employed by the District.  
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186 **13.910.3** Periodic Update of Contact Information: Except for the above limitations, the District  
187 shall provide AVCFT with a list of all bargaining unit members' names and contact  
188 information on the last working day of August, January, and May of each academic  
189 year. The information will be provided to AVCFT electronically via a mutually  
190 agreeable secure FTP site or service at AVCFT's expense (not to exceed \$150 per  
191 academic year).  
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193 **13.910.4** Confidentiality of Employee Information: Unit member information provided to the  
194 Federation pursuant to Article XIII shall be maintained as confidential by the union.  
195 The Federation shall take reasonable steps to ensure the security of the unit  
196 members personal information and shall not disclose or otherwise make available  
197 to any person, entity or organization external to AVCFT and its affiliated  
198 organizations. Liability for unauthorized disclosures of members personal  
199 information by the Federation shall not be imputed to the District.  
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201 **13.104.0** New Employee Orientation  
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203 **13.104.1** Definition: "New employee orientation" means the onboarding process of a newly-  
204 hired public employee, whether in person, online, or through other means or  
205 mediums, in which employees are advised of their employment status, rights,  
206 benefits, duties and responsibilities, or any other employment-related matters.  
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208 **13.104.2** District Scheduled New Employee Group Orientations:  
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- 210 a. In the event the District elects to conduct a group orientation/onboarding for  
211 new unit members in a single day, the District shall provide AVCFT access to  
212 such scheduled new employee group orientations. AVCFT shall receive not  
213 less than ten (10) days' notice in advance of an orientation, except that a  
214 shorter notice may be provided in a specific instance where there is an urgent  
215 need critical to the District's operations that was not reasonably foreseeable.  
216 During these scheduled orientations, two (2) AVCFT representatives shall  
217 each be paid for one hour of service at the non-instruction rate shall have  
218 sixty (60) minutes of paid release time for up to two (2) AVCFT representatives  
219 to attend and speak at the new employee group orientation session. The  
220 AVCFT Labor Relations Representative (i.e., one (1) Field Representative from  
221 the California Federation of Teachers ("CFT") Regional Office) may also attend  
222 the orientation session. AVCFT may request to the Vice President of Human  
223 Resources People, Culture, and Talent that AVCFT's portion of the new  
224 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 People, Culture, and Talent** 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.

**13.104.3 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 People, Culture, and Talent** 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.

**13.104.4 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.

**13.104.5** Any alleged violation of the terms of Section **13.104.0** regarding new employee orientation meetings shall be subject to the procedures set forth in Government Code section 3557.

### **13.1211.0 Hearings and Proceedings**

**13.1211.1** The District shall **provide paid release time to any pay one AVCFT officer(s) or duly designated Federation representative(s) at their non-instructional hourly rate to 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**

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~~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 as provided by law.~~

~~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.~~

~~13.1211.23 The Federation President shall designate in writing the unit members serving as the representatives for the purposes of this section. Such designations shall be sufficient for the granting of representational leave.~~

~~13.1211.34 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 13.0 of this Article.~~

ANTELOPE VALLEY COLLEGE FEDERATION  
OF TEACHERS

ANTELOPE VALLEY COLLEGE DISTRICT

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