

1 PROPOSAL FROM
2 THE ANTELOPE VALLEY COMMUNITY COLLEGE DISTRICT to the ANTELOPE VALLEY
3 COLLEGE FEDERATION OF CLASSIFIED EMPLOYEES, LOCAL 4683
4 June 30, 2026
5

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

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-~~
17 ~~visual and presentation equipment, telephones, copying and printing~~
18 ~~equipment, and electronic resources~~, at reasonable times when not otherwise in
19 use for the purpose of meetings concerned with the exercise of rights incorporated in
20 the Agreement.
21

22 **5.1 Communication and Notice of Activities** – The Federation shall have the right to
23 post notices of activities and matters of concern on designated ~~physical and~~
24 ~~electronic~~ bulletin boards **at all District work sites**. The Federation may utilize
25 employees' **campus** mailboxes and campus email for communication with its
26 members and other employees. ~~The Federation shall have access to the~~
27 ~~District's "all-classified" listserv and to any other District-maintained~~
28 ~~electronic distribution list used to communicate with bargaining unit members.~~
29 ~~The Federation may use District-provided electronic communication systems,~~
30 ~~including listservs, intranet announcements, and District email distribution~~
31 ~~lists, to communicate with bargaining unit members regarding matters within~~
32 ~~the scope of representation, member benefits, Federation meetings and~~
33 ~~elections, training opportunities, and other Federation business. The District~~
34 ~~shall not delay Federation communications on these systems based on~~
35 ~~content, nor monitor, surveil, screen, filter or restrict the communications.~~
36

37 **5.2 Federation Business** – The authorized representative(s) of the Federation,
38 ~~including non-employee Federation staff and representatives of CFT and AFT,~~
39 shall be permitted to transact official Federation business on college property at
40 reasonable times not interfering with the educational process or District duties of the
41 employees.
42

43 **5.3 Public Information**– The District agrees to furnish, upon request of the Federation, all
44 public information required by the Federation that is reasonably necessary for the
45 Federation to fulfill its role as the exclusive bargaining representative. Such requests for
46 public information shall be directed to the District's designated representative.
47

48 **5.4 Membership Information**
49

50 **5.4.1 Periodic Unit Membership List**
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52 **The District shall provide the AVCFCE with contact information for unit**

53 members as a list of the following information, with each field in its own
54 column, for all bargaining unit members within five (5) days of the last
55 payroll date of September, January, and May as follows:
56

- 57 a. First name;
58 b. Middle initial;
59 c. Last name;
60 d. Suffix (e.g., Jr., III);
61 e. Job Title;
62 f. Department;
63 g. Primary worksite name;
64 h. Work telephone number;
65 i. Home street addresses (incl. apartment #);
66 j. Mailing address (if different);
67 k. City;
68 l. State;
69 m. ZIP Code (5 or 9 digits);
70 n. Home telephone number (10 digits) (if available);
71 o. Personal cellular telephone number (10 digits) (if available);
72 p. Personal email address of the employee (if available);
73

74 The names and mailing addresses of all unit members who do not
75 otherwise request that such information remain privileged and
76 confidential, shall be provided to the Federation semi-annually upon
77 written request. Such list shall include classification and site location.
78

79 5.4.24 New Hire Information:
80

81 The District shall provide a list of the names and information described
82 above for all newly hired employees within the bargaining unit within
83 thirty (30) days of the date of hire or by the first pay period of the month
84 following hire.

85 ~~Bargaining Unit Roster – In addition to the new hire information~~
86 ~~provided under Section 5.13.1, the District shall provide the Federation,~~
87 ~~no less frequently than every one hundred twenty (120) calendar days,~~
88 ~~with a current roster of all bargaining unit members containing each~~
89 ~~member's full legal name and any preferred name, job title and~~
90 ~~classification, department or division, work location, work telephone~~
91 ~~number(s), home telephone number, personal cellular telephone~~
92 ~~number(s), work email address, personal email address(es) on file with~~
93 ~~the District, home address, and employee identification number,~~
94 ~~consistent with Government Code section 3558. This roster shall be~~
95 ~~provided in a mutually agreeable, machine-readable electronic format.~~
96 ~~The parties may agree in writing to a more frequent or more detailed~~
97 ~~roster.~~

98 Additions to Membership List – As new unit members are employed,
99 separated, transferred, or have name or address changes, the names,
100 mailing addresses, personal or work emails, classifications, and site
101 locations shall be provided to the Federation simultaneously at the time
102 that the Federation's membership disbursement check is issued.
103

104 5.4.3 Notwithstanding the above, pursuant to Government Code 6254.3 (c)

105 upon written request of any employee, the District shall not disclose the
106 employee's home address, home telephone number, personal cellular
107 telephone number or personal email address.
108

109 [Note: The above revisions are consistent with the requirements of Government
110 Code § 3558 as enacted by AB-119, including information on both "new" unit
111 hires and a continuing provision to the exclusive representative "at least every
112 120 days" for all employees within the bargaining unit. Please note that the
113 language that permits unit members to request that their information remain
114 private and not be disclosed to the exclusive representative is retained, as it is
115 consistent with the California Public Records Act and Section 6254.3 of the
116 Government Code.]
117

118 5.4.43 **Seniority List**– The Federation shall be supplied with a seniority roster of all
119 employees within three (3) months of the effective date of this Agreement and
120 once a year thereafter, unless updated earlier. The roster shall indicate the
121 employee's present classification.
122

123 5.5 **Board Meetings**– The Federation shall be entitled to representatives at all public Board
124 meetings and shall be allowed to speak on any item on any agenda in accordance with
125 existing Board Rules.
126

127 5.5.1 **Board Agenda** – The District shall provide the Federation with a complete
128 hard copy of the Board agenda ~~packet and attachments booklet~~, less the
129 confidential items and those materials that relate to negotiations, at the same
130 time the agenda packet and attachments are provided to members of
131 the Board. The determination of confidential items and materials that relate
132 to negotiations will be left to the judgment and discretion of the District.
133

134 5.5.2 **Adopted Budget** – The ~~local chapter Federation~~ will receive one
135 electronic copy of the adopted budget, after its approval by the Board.
136

137 5.6 **Copies of Contract** – Within thirty (30) days of the execution of this contract, the
138 District shall post the agreed upon collective bargaining agreement on the District's
139 website in a searchable and accessible electronic format, and shall provide the
140 Federation with an editable Word-compatible electronic copy and a PDF copy.
141 Bargaining unit employees may request a copy of the agreement and it will be
142 produced in its requested format. Any unit member who becomes a member in the
143 bargaining unit after execution of the Agreement shall be provided with a copy of this
144 Agreement by the District at the time of employment. The District shall provide the
145 Federation with fifty (50)twenty (20) one hundred (100) printed copies for its use.
146 The Federation shall be provided with additional copies upon request for training,
147 orientations, etc.
148

149 5.7 **Mailbox** – The Federation shall be provided with one (1) physical mailbox for
150 Federation business. The District shall also provide and maintain a dedicated
151 Federation email address and District email distribution list for use by the
152 Federation President and authorized designees.
153

154 5.8 **Release Time/Meetings**– The Federation President and designated representatives
155 shall collectively be granted 500 hours of released time annually in addition to release
156 time for participatory governance activities. The Federation's President shall provide the

157 District with its Executive Board and negotiating team members' names annually or upon
158 change of leadership roles. Such representatives shall receive the release time without
159 loss of compensation. These hours may be used for the purpose of on-campus
160 representation activities as well as local, state, and national Federation conventions,
161 conferences, and workshops. Such activities shall not interfere with the educational
162 process and/or District duties of the employee. Such time shall not be cumulative over
163 successive years. ~~The Federation representative shall notify and receive~~
164 ~~confirmation from their respective supervisor and Federation President of union~~
165 ~~activity(ies) and release time shall be tracked/reported on the representative's~~
166 ~~electronic timesheet.~~

167
168 ~~**5.8.1—President's Release. The Federation President shall receive one-**~~
169 ~~**hundred percent (100%) paid release from regular duties, totaling one-**~~
170 ~~**full-time equivalent (1.0 FTE) annually, without loss of compensation,**~~
171 ~~**benefits, seniority, leave accrual, retirement service credit, or any other**~~
172 ~~**condition of employment. The District shall backfill the President's**~~
173 ~~**regular position for the duration of the release at no cost to the**~~
174 ~~**Federation.**~~

175
176 ~~**5.8.2—Designated Representative Pool. In addition to the President's release**~~
177 ~~**time, the Federation's designated representatives shall collectively**~~
178 ~~**receive one thousand (1,000) hours of paid release time annually for**~~
179 ~~**participatory governance and committees, the conduct of Federation**~~
180 ~~**business, including grievance investigation, contract administration,**~~
181 ~~**member representation and investigations, Executive Board duties,**~~
182 ~~**negotiations preparation and bargaining, internal Federation meetings**~~
183 ~~**and elections, and participation in local, state, and national Federation**~~
184 ~~**conventions, conferences, workshops, and trainings. The Federation**~~
185 ~~**President shall provide the District with the names of the Executive**~~
186 ~~**Board, negotiating team, and other designated representatives annually**~~
187 ~~**and upon any change of leadership roles. Unused hours shall not be**~~
188 ~~**cumulative over successive fiscal years.**~~

189
190 ~~**5.8.3—Notice and Tracking. The Federation representative shall notify their**~~
191 ~~**supervisor and the Federation President in advance of release time use**~~
192 ~~**whenever practicable. Release time shall be tracked and reported on the**~~
193 ~~**representative's electronic timesheet. Failure to provide advance notice shall**~~
194 ~~**not result in loss of release time or discipline, provided the representative**~~
195 ~~**gives reasonable after-the-fact notice.**~~

196 5.9 Meetings

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199 5.9.1 **Quarterly Unit Meetings**— The Federation shall have the right to conduct
200 quarterly meetings for bargaining unit members during regular working hours.

201
202 5.9.2 ~~**Orientation Meetings— The District and the Federation shall jointly conduct**~~
203 ~~**two orientation meetings annually for bargaining unit members. The**~~
204 ~~**meetings will be held at the beginning of the fall and spring semesters**~~
205 ~~**during regular work hours.**~~

206 [See below.]
207

208 **5.9.3—Monthly Meetings**— Monthly meetings, as needed, shall be scheduled between
209 the Federation president or designee, and the Vice President of **Human**
210 **Resources—People, Culture and Talent** or designee, for the purpose of
211 discussing campus problems and heading off any potential grievances.
212

213 **5.10 Negotiations**— The District shall not conduct any negotiations with any organization that
214 claims to represent the employee-employer relations interest of unit members other than
215 the Antelope Valley College Federation of Classified Employees, local Chapter 4683,
216 and the exclusive representative of the unit.
217

218 **5.11 Vacancies and Additions to Bargaining Unit**

- 219
- 220 1) The District shall provide the Federation with a copy of the monthly Personnel
221 Schedules from Board minutes.
222
 - 223 2) The District shall provide the Federation with a copy of classified job
224 announcements before the position is opened to the public.
225

226 **5.12 Dues, Fees and Payroll Deductions**— The District shall deduct from the pay of
227 Federation members and pay to the Federation the normal and regular monthly
228 Federation membership dues **for unit members as identified by the Federation in**
229 **writing to the District. voluntarily authorized in writing by the employee on the**
230 **Federation form subject to the following conditions:**
231

- 232 1) Such deductions shall be made only upon submission of **of the name of the**
233 **unit member and amount to be deducted by the Federation form to the**
234 **District payroll department, duly completed and executed by the unit**
235 **member.**
- 236
- 237 2) **The normal and regular monthly Federation membership dues shall be**
238 **updated by the District July 1 of each year to include all salary**
239 **adjustments.**—The District shall not be obligated to implement any new
240 Federation monthly dues deductions until the pay period commencing not less
241 than thirty (30) calendar days after such submission.
242
- 243 3) The District shall, on a monthly basis, draw its order upon the funds of the District
244 in favor of the Federation for an amount equal to the total of the dues deduction
245 made during the month **and shall as furnished by the Federation a list of all**
246 **employees affected, together with the amount deducted for each. A unit**
247 **member may terminate Federation membership or voluntary dues**
248 **deduction authorization at any time. Said deduction. The** cancellation **of**
249 **dues for a unit member** shall be effective on the pay period commencing thirty
250 (30) workdays after written **submission notice by the Federation.**
- 251
- 252 4) **If the District is contacted by an employee who indicates a desire to**
253 **terminate their membership in AVCFCE, the District shall refer the**
254 **employee to AVCFCE.**
- 255
- 256 **5) Upon appropriate written authorization from the unit member, the District**
257 **shall deduct from the salary of any unit member and make appropriate**
258 **remittance for credit union, savings, bonds, charitable donations, or any**
259 **other plans or programs approved by the District.**

260
261 ~~6)~~ The Federation agrees to indemnify and hold harmless the District, its officers,
262 employees and agents against any and all costs, losses, or damages because
263 of civil or other action arising from the administration and implementation of
264 these provisions. Any clerical errors will be corrected by the party making the
265 error, with the provision that if any such dues are deducted from the pay of any
266 unit member and remitted to the Federation and the unit member does not owe
267 same, the Federation shall refund the same to the unit member and the District
268 shall not be liable for any refund. The Federation agrees to furnish any
269 information needed by the District to fulfill these provisions.

270 [Note: This incorporates Senate Bill 866 (June 2018) and the U.S. Supreme Court's
271 decision in Janus v. American Federation of State, County, and Municipal Employees,
272 Council 31 (2018) 138 S. Ct. 2448.]
273

274 **5.13 New Hires and Orientation**

275 **5.13.1 Annual Orientation Meetings**

276 The District and the Federation shall jointly conduct two orientation
277 meetings each year for bargaining unit members. The meetings will be held
278 at the beginning of the fall and spring semesters during regular work hours.

279 [From 5.9.2 above.]

280 Employee Information

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282
283
284 Within thirty (30) calendar days of the date of hire, or by the first pay
285 period of the month following hire, whichever is sooner, the District
286 shall provide the AVCFCE President, via a mutually agreeable secure
287 electronic method, the following information for each newly hired
288 bargaining unit employee, consistent with Government Code section
289 3558: full legal name and any preferred name on file; date of hire; job
290 title and classification; department or division; work location; work
291 telephone number(s); home telephone number; personal cellular
292 telephone number(s); work email address; personal email address(es)
293 on file with the District; home address; and employee identification
294 number. The District shall provide this information regardless of
295 whether the newly hired employee was previously employed by the
296 District. The District shall also provide the AVCFCE President with
297 prompt written notice of any separation, transfer, or change in name,
298 classification, or work location of a bargaining unit member, or
299 placement on paid administrative leave. The District shall provide the
300 AVCFCE President notice of any newly hired employee(s) within ten (10)
301 days of hire, via electronic mail. The notice shall include full legal name,
302 date of hire, job classification, and work location. As a supplement, on
303 the last workday of each quarter, the District shall provide the AVCFCE
304 President via a mutually agreeable electronic service, the name, job
305 title, department/division, work location, personal telephone numbers,
306 personal work e-mail addresses, and employee identification number of
307 unit members if the information is on file and the employee hasn't
308 objected in writing. The home address, home telephone number,
309 personal cellular telephone numbers, personal email addresses, and
310 dates of birth dates of bargaining unit members shall not be deemed
311 public records, nor open to public inspection except as specified under

Government Code section 7928.300

[Addressed above in 5.4.2 above.]

5.13.2 AVCFCE Access to New Employee Orientations

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

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

(b) AVCFCE Presentation. AVCFCE shall be allotted no less than ~~forty-five (45)~~ thirty (30) minutes during each new employee orientation. ~~AVCFCE shall present before any other employee organization or non-District presenter. AVCFCE shall be entitled to meet with the newly hired employees outside the presence of management, supervisory, or confidential personnel.~~ AVCFCE shall determine the structure and content of its presentation and may distribute materials of its choosing.

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

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

364 (ed) Alternative Access. If the District has not conducted an in-person
365 new employee orientation within thirty (30) days of an
366 employee's start date and the employee is working in person,
367 AVCFCE shall be entitled to schedule an in-person meeting at the
368 worksite during paid working hours for up to ~~forty-five (45)~~ thirty
369 (30) minutes, during which AVCFCE shall communicate directly
370 with the newly hired employee(s), who shall be relieved of other
371 duties for the purpose of attending. The District shall provide an
372 appropriate on-site meeting space within seven (7) calendar days
373 of receiving a request from AVCFCE.

374
375 (f) ~~Asynchronous and Electronic Onboarding. If the District~~
376 ~~provides any online, asynchronous, or other electronic~~
377 ~~onboarding materials to newly hired employees, AVCFCE shall~~
378 ~~be entitled to include its own materials in the same channels and~~
379 ~~shall be provided the opportunity to update those materials at~~
380 ~~least annually.~~

381
382 (g) ~~Follow-Up Meeting. Any newly hired employee who does not~~
383 ~~attend an orientation under subsection (a) shall be entitled to a~~
384 ~~first-week individual meeting with an AVCFCE representative~~
385 ~~during paid working hours of up to thirty (30) minutes, on a~~
386 ~~mutually agreeable date arranged by the District.~~

387
388 (he) Definitions. For purposes of this Section, "new employee
389 orientation" and "newly hired public employee" shall have the
390 meanings set forth in Government Code section 3555.5.

391
392 5.14 Federation Office Space and Equipment

393
394 (a) ~~The District shall provide AVCFCE with a dedicated, lockable office at~~
395 ~~the main campus of the Antelope Valley Community College District for~~
396 ~~the conduct of Federation business. The District shall list the AVCFCE~~
397 ~~office location and telephone number(s) in the campus directory and on~~
398 ~~the District's website.~~

399
400 (b) ~~The District shall provide AVCFCE with dedicated, non-portable~~
401 ~~lockable storage space at the main campus, reasonably accessible to~~
402 ~~the AVCFCE office and sufficient to securely store Federation files,~~
403 ~~records, materials, and supplies. AVCFCE shall be the sole occupant of~~
404 ~~the storage space. The storage space shall be climate-controlled to a~~
405 ~~standard suitable for the preservation of paper records. The District~~
406 ~~shall not enter or access the storage space except as provided in~~
407 ~~Section 5.15(a).~~

408
409 (c) ~~AVCFCE shall have the right to share use of a District-provided~~
410 ~~conference room with the Antelope Valley College Federation of~~
411 ~~Teachers (AVCFT) for joint meetings and other Federation activities.~~
412 ~~Scheduling shall be coordinated between AVCFCE and AVCFT.~~

413
414 (d) ~~The District shall furnish the AVCFCE office and the shared conference~~
415 ~~room with the equipment and furnishings reasonably necessary for~~

416 Federation business, including a desk, a conference table, chairs,
417 lockable filing cabinets, a computer with internet access, a printer, and
418 on-campus telephone service with a dedicated line. The District shall
419 make available to AVCFCE any warehoused or undesignated District
420 office equipment and furniture upon request.

421
422 (e) The District shall provide custodial and maintenance services, utilities,
423 internet, and telephone service for the AVCFCE office and the shared
424 conference room at no cost to AVCFCE.

425
426 (f) In the event the District proposes to relocate the AVCFCE office or the
427 shared conference room, the District shall provide AVCFCE with not
428 less than ninety (90) calendar days' advance written notice and shall
429 offer a comparable replacement location at the main campus subject to
430 AVCFCE's mutual agreement. Federation property shall not be moved
431 or accessed in connection with a relocation without the prior written
432 authorization of the AVCFCE President or designee.

433 5.15 Privacy and Confidentiality of Federation Operations

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435
436 (a) Office Privacy. The AVCFCE office, storage room, conference rooms
437 used for Federation business, files, mail, mailbox, computers, electronic
438 storage, telephones, and other equipment used for Federation business
439 shall be private to AVCFCE. The District, including its officers,
440 employees, contractors, and agents, shall not enter the AVCFCE office,
441 access AVCFCE files or equipment, or open AVCFCE mail without the
442 prior written consent of the AVCFCE President or designee, except in
443 the case of a bona fide emergency posing an imminent threat to life,
444 safety, or property, in which case the District shall promptly notify the
445 AVCFCE President of the entry and the reason for it.

446
447 (b) Communications Privacy. The District shall not monitor, intercept,
448 review, scan, copy, or otherwise access the content of AVCFCE
449 communications, whether in person, by telephone, by mail, by email, by
450 listserv, or by any other medium, and whether or not those
451 communications occur on or through District equipment, systems,
452 networks, or facilities. The District shall not require or request that any
453 unit member disclose the content of any communication with AVCFCE.

454
455 (c) No Surveillance. The District shall not place, operate, or maintain audio
456 or video recording devices, surveillance cameras, keystroke loggers, or
457 network or content monitoring tools in, targeted at, capturing, or with a
458 field of view that includes the AVCFCE office, the AVCFCE storage
459 space, the shared conference room, AVCFCE-issued District accounts,
460 or any other location during AVCFCE meetings or activities. Any
461 existing surveillance cameras with a field of view that includes the
462 entrance to, or interior of, the AVCFCE office, storage space, or shared
463 conference room shall be relocated, redirected, or disabled within thirty
464 (30) days of execution of this Agreement. The District shall not record,
465 log, or retain data identifying individuals entering or leaving the
466 AVCFCE office, storage space, or shared conference room.

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

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

ANTELOPE VALLEY COLLEGE FEDERATION
OF CLASSIFIED EMPLOYEES, LOCAL 4683

ANTELOPE VALLEY COLLEGE DISTRICT

