

Federation proposal 2

Date: 05/02/25

Red = Federation new language

Bold underline = mutually agreeable language

ARTICLE 3 RIGHTS OF THE FEDERATION

Section 3.1. Payroll Deductions

The District will deduct from the pay of Faculty Members covered by this Agreement the following deductions:

- (a) AFT/CFT Life Insurance, AFT/CFT Federation Credit Union, upon receiving the Faculty Member's voluntary and written authorization, revocable by the Faculty Member;
- (b) Federation dues, upon receiving notification from the Federation ~~that a membership form is on file~~, and
- (c) Special assessments upon notification from the Federation ~~that such assessment has been approved by the membership in accordance with the Federation's Constitution & Bylaws.~~

The District will pay over to the Federation the amount(s) so withheld, which amount(s) shall be reported to and paid to the Federation on a monthly basis. ~~The Federation shall provide advance notice to members authorizing deduction(s) of any increase in the dues.~~ The Federation will give the District thirty (30) days advance notice to the Director of Accounting in Fiscal Services of any change in the amount of the monthly deduction(s) and a list of those members impacted by the change. No authorization, deduction, or revocation will be effective until it has been on file with the District for at least thirty (30) days. The Federation agrees to ~~reimburse the Member indemnify the District in any action brought against the District~~ for any deduction(s) withheld and paid to the Federation by mistake. If the District fails to comply with the deduction(s) of a Faculty Member who has executed a valid authorization for such deduction, the District will make the correction at the next payroll period if notified by the Federation within ample time to make the correction. No such payroll adjustment shall exceed five (5) months' dues.

Any unit member who is paying dues through payroll deduction may stop making payments by giving written notice to the Federation pursuant to the Authorization for Dues Withholding from Earnings section of the Federation membership form. ~~The District will honor the employee's dues authorization unless revoked in writing by the employee and submitted to the Federation.~~ The District shall direct any inquiry about dues deduction authorization to the Federation President and shall not stop the dues deduction until notified by the Federation.

Section 3.2. Meeting Rooms

The Federation shall have the right to use without charge District facilities and equipment installed therein for the purpose of meetings concerned with the representation rights in the District, at reasonable times that do not interfere with normal District operations, nor cause after- hour increased maintenance costs to the District. Arrangement for such use shall be made in accordance with established procedures. Use of the facilities that involves after-hours increased maintenance costs shall be paid for by the Federation.

Section 3.3. Federation Representatives

Duly authorized representatives of the Federation who are not Faculty Members shall be permitted to transact official Federation business on the District premises so long as the transaction of such business does not interfere with the performance of Faculty Members' duties to the District.

Section 3.4. Communication Facilities

The Federation shall have the right to use designated faculty email listservs and bulletin boards for posting notices of its activities and disseminating information to faculty, and shall have the right to list meetings in the weekly Calendar and the right to use faculty mailboxes for communications with Faculty Members. The exercise of these rights is subject to applicable District regulations. Any notice posted/sent pursuant to this Section shall clearly indicate it is a Federation notice by logo, title or sender email signature and shall be posted/sent by an appropriate officer of the Federation who is authorized by the Federation to make such posting. The Federation shall keep on file with the Vice Presidents - Student Services, Academic Affairs and Human Resources, a list of those officers so authorized. Any Federation material distributed through the intra-campus mail or e-mail system shall clearly indicate the Federation as the distributor of the material.

Section 3.5. Copies Of The Agreement

The District will continue to post a current copy of this Agreement on the District's website.

Section 3.6. Board of Trustees Minutes and Agenda

The District will continue to post electronic copies of the minutes of Board meetings and electronic copies of the agenda of Board meetings and supporting documents submitted to the Board with such agenda, except for supporting documents of a confidential and/or privileged nature.

Section 3.7. Personnel Roster Faculty Contact Information

3.7.1 The District shall provide the Federation with contact information for unit members as a list of the following information, with each field in its own column, for all bargaining unit members within five (5) days of the last payroll date of September, January, and May each year as follows:

- a. First Name;
- b. Middle initial;
- c. Last name;
- d. Suffix (e.g., Jr., III);
- e. Preferred name;
- f. Job Title;
- g. Primary worksite name;
- h. Work telephone number;
- i. Work Extension;
- j. Home Street addresses (incl. apartment #);
- k. Mailing address (if different);
- l. City;
- m. State;
- n. ZIP Code (5 or 9 digits);
- o. Home telephone number (10 digits) (if available);
- p. Personal cellular telephone number (10 digits) (if available);
- q. Personal email address of the employee (if available);
- r. Hire date.
- s. Department(s) and Division(s)
- t. Work email address
- u. Employee type
- v. Preferred pronouns

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Federation access to a secure electronic site within which the above information is available. Names, addresses, and telephone numbers will be provided only in those cases where privacy has not been requested.

- 3.7.2** The Federation shall also be provided the names and information described in 3.7.1 above for all newly hired full-time and part-time faculty within the bargaining unit within five (5) days of the last payroll of the month in which they were hired.

“Newly hired faculty” means any full-time or part-time bargaining unit faculty hired by the District who is still employed as of the date of any new faculty orientation. It also includes all faculty who are employed by the District (including those returning from layoff rehire list, or previously employed by the District in a non-academic position) and whose current position has placed them in the bargaining unit represented by the Federation. For those latter employees, for purposes of this article only, the “date of hire” is the date upon which the employee’s employee status changed such that the employee was placed in the bargaining unit.

In lieu of providing the information above in the form of a list, the District may meet this obligation by providing the Federation access to a secure electronic site within which the above information is available.

- 3.7.3** The District ~~and the Federation~~ shall not disclose information about employees’ home address, personal phone number, or

personal email address to third parties upon request of the employee.

[Moved from 3.16.a.3 below.]

3.7.4 The District shall not discourage employees or applicants from becoming or remaining members of the Federation, or from authorizing a union to represent them or from authorizing membership or dues deductions.

[Moved from 3.16.a.4 below.]

The District will furnish the Federation with an up-to-date listing of the names, home mailing addresses, work, home and personal telephone numbers, work and personal email addresses on file with the District, and job titles, and the home departments/Divisions of all Faculty Members fully processed as of the third week of each semester (fall & spring) and second week of summer and winter sessions. The District will furnish to the Federation telephone numbers except for those Faculty Members who request exclusion.

Section 3.8. Board Policies and Procedures

The District will continue to post electronic copies of Board policies and procedures and shall supplement it with additions, deletions, or amendments as soon after their adoption as possible.

Section 3.9. Documents

Upon written request of the Federation, the District shall provide the Federation with copies of any documents that are a matter of public record, provided that these materials are not confidential. The Federation will bear the expense of duplicating any such materials.

Section 3.10. ~~Reassigned~~/Release Time for the Federation

- (a) Effective Fall 2023, the District will provide ~~3.02-5~~ FTEF each semester of ~~reassigned~~ release time for the activities of Federation officers including adjustment of grievances and ongoing negotiation issues.
- (b) ~~“Reassigned/r~~Release time” shall be defined as the assignment of an alternative task or responsibility in lieu of a portion of a Faculty Member’s classroom or non-classroom assignment during the regular semesters. The distribution of the ~~reassigned~~ release time shall be at the discretion of the Federation Executive Committee. Notification of the distribution of the Faculty Member’s amount of ~~reassigned~~ release time to the Vice President of Academic Affairs will be provided at least six (6) weeks in advance of the beginning of any semester. Additionally, ~~reassigned~~release time may be disbursed as special assignment by the Federation Executive Committee hourly at the Appendix D-3 Rate I. The Federation will provide Human Resources with the names, division, employment status (full-time or part-time), and hours for these individuals no later than one week prior to the end of the academic semester.

[RELEASE TIME IS WHEN A FACULTY MEMBER IS RELEASED FROM A PORTION OF THEIR LOAD TO PERFORM DUTIES THAT ARE NOT IN CONTROL OF THE DISTRICT, I.E., UNION OR ACADEMIC SENATE BUSINESS.]

Section 3.11. Reduced Load

Upon the written request of the Federation, at least six (6) weeks in advance of the beginning of any semester, the District shall grant a reduction in load to Faculty Members designated by the Federation. Such reduction in load for all such Faculty Members collectively shall not exceed one hundred percent (100%) per semester in addition to the ~~reassigned~~release time provided by Section 11. Such load reduction granted pursuant to Section 11 and this Section shall not affect the Faculty Member's eligibility for sabbatical leave, summer school priority, or eligibility for other leaves as herein provided. The Faculty Member's benefits as provided in Article 17, Insurance Benefits, will be maintained. The Federation shall, for any such reduction in load pursuant to this Section, reimburse the District at the direct salary cost, including statutory benefits, at the applicable rate, for the replacement of the Faculty Member.

Section 3.12. Acknowledgment

On the college website, telephone directory and any official Faculty Handbook that is distributed to the faculty, the District shall acknowledge that the Federation is the exclusive representative of Faculty Members and shall list the Federation's current officers, its office location, email address and telephone number.

Section 3.13. Campus Facilities

The District shall provide the Federation with ~~leased~~ office space, **free of charge**, on campus to include internet access, a photocopier compatible electrical outlet, and on-campus and local phone service.

~~The lease rate will not exceed the prevailing rate in the immediate area and will be negotiated yearly. For the year of 2023, rent shall be \$200/month and submitted to the Business Manager in Fiscal Services. Notice of any annual rent increase will be provided to the Federation at least 30 days prior to the effective date.~~ The District shall list the location and phone number of the Federation in the campus telephone directory. The Federation shall be allowed reasonable use of District reproduction services during regular business hours at the Federation's expense. Mail delivery will be provided as long as such delivery does not interfere with normal District services. The Federation shall be responsible for all postage and long-distance phone services.

Section 3.14. Conference Attendance

The Federation will be entitled to six (6) non-cumulative person days per year release time for designated Federation representatives to attend Federation conferences, conventions, or trainings. Release time shall normally be taken in full-day increments. Notification of attendance shall be submitted to the respective Dean or Director with as much advanced notice as reasonably possible. All conference, convention, and training expenses will be the responsibility of the Federation, unless funding is requested and approved through regular District processes for conference attendance.

Section 3.15. Parking

The District will allow the Federation to purchase, at the current rate charged to managers, two (2) reserved parking spaces with applicable permits which will allow the Federation to park in reserved parking.

Section 3.16. New Faculty ~~On-Boarding~~, Orientation

(a) ~~On-Boarding~~

~~(1) The District will provide the Federation with the following information electronically for all new hire faculty bargaining unit members during the on-boarding process: First and Last Name, Job Title, Home Department/Division, Work Phone number, Home Phone Number, Personal Phone Number on file with the District, Work Email address, Personal Email address on file with the District, and Home address.~~

[\[Moved to 3.7.2 above, as modified.\]](#)

~~(2) All new faculty will meet face-to-face or virtually with a Federation Representative as part of the on-boarding process.~~

[\[This is between the employee and Federation.\]](#)

~~(3) The District and the Federation shall not disclose information about employees' home address, personal phone number, or personal email address to third parties.~~

[\[Moved to 3.7.3 above.\]](#)

~~(4) The District shall not discourage employees or applicants from becoming or remaining members of the Federation, or from authorizing a union to represent them or from authorizing membership or dues deductions.~~

[\[See 3.7.4 above.\]](#)

(b) ~~Orientation~~

(1) For all ~~New Full-Time~~ Faculty Orientations, the Federation shall be included on the program ~~with up to two representatives.~~

(2) The Federation shall receive not less than ten (10) days' notice in advance of any new faculty 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.
~~For all New Part-Time Faculty Orientations, the Federation shall be included on the program with up to two representatives.~~

(3) In the event the District conducts group orientations with new faculty, the Federation shall have one (1) hour for Federation representative(s) to conduct the orientation session.
~~The District shall not disclose the date, time and place of new employee orientations to outside third parties.~~

[\[Note: Revisions are consistent with the District's obligations to provide the union with access to new employee orientations in order to comply with Government](#)

Code §§ 3556-3557 as enacted by AB-119. Under AB-119, the District is only obligated to provide Association time if it has an orientation session]

Signed and entered into this _____ day of _____, 2025.

FOR THE DISTRICT

FOR THE FEDERATION

