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ARTICLE 6 – CCE UNION RIGHTS District Counter Proposal #2

Palomar Community College District (District) to The College Council of Classified Employees CFT/AFT Local #4522 (CCE) Counter Proposal #2
For 2023-2024 Successor Negotiations

January 19, 2024

ARTICLE 6 – UNION RIGHTS

6.1 General

6.1.1 Protection of Bargaining Unit Work

6.1.1.1 Contracting Out

The District shall follow the provisions of the Education code with regard to contracting out.

6.1.1.2 Substitute Employees, Short-Term (Hourly) Employees, and Professional Experts

The District shall follow the provisions of the Education code with regard to substitute employees, short-term (hourly) employees, and professional experts.

6.1.1.3 Transfer of Bargaining Unit Work

The District shall follow all applicable laws and regulations with regard to the transfer of bargaining unit work, which shall include but not limited to reasonable notice to CCE/AFT of the transfer of said work and the opportunity to bargain over all applicable decisions and effects, as required by law.

6.1.1.4 Bargaining Unit Vacancies

The District shall engage in timely hiring practices and keep CCE informed of the status and progress of each recruitment, as it relates to filling any and all bargaining unit position vacancies. In no instance shall a bargaining unit position remain vacant for longer than twelve (12) months.

6.1.2 Notification of New **u**Unit **eE**mployee

The District shall provide the CCE/AFT the information specified for such new hires in Section 6.6.2 within ~~thirty-five~~ **ten (353010)** days from the date the employee starts work.

The District and the CCE/AFT agrees that all new employees of the District whom fall within the bargaining unit represented by CCE/AFT shall be informed by the District that CCE/AFT is their exclusive representative. In fulfilling this obligation, the District shall do the following:

6.1.2.1 At the time the new employee is presented with information and documents to review and sign regarding benefits, employee manual, tax information, and other documents needed by the District to commence the new employee's employment, the employee shall be provided a copy of the current Collective Bargaining Agreement between the District and CCE/AFT, and, a form to be provided by CCE/AFT which notifies the employee that CCE/AFT is their exclusive representative. Such form shall provide the employee the opportunity to provide contact information for CCE/AFT to use in contacting the employee. The employee shall sign the form acknowledging receipt of the form, and such form shall be forwarded to the CCE/AFT President within three working days of the date the new employee signs the form.

6.1.2.2 The District shall provide no other information to the new employee regarding Union rights, dues, or obligations as an employee represented by CCE/AFT, except as expressly stated within this Agreement.

6.1.2.3 Any employee who is paying dues may stop making those payments by giving written notice to the Union ~~within thirty (30) days prior to the annual anniversary date of the employee's authorization or 2) the date of termination of the applicable contract between the District and the Union, whichever occurs sooner.~~ **The District will honor the employee's check off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union in**

accordance with the CCE/AFT withdrawal process.

6.1.2.4 The District shall provide new employee orientation to all new hires, after Palomar College Governing Board approval. CCE shall have the right to attend and present during the orientation. The employees shall remain on paid time during CCE's presentation and shall be required to attend CCE's section.

CCE shall be provided with a minimum of thirty (30) minutes during or at the end of the orientation. The District shall provide one (1) hour of paid release time for two (2) CCE representatives, as selected by the CCE President or designee. Said release time shall not be counted toward the total release time contained elsewhere in the collective bargaining agreement.

6.1.3 Distribution of Contract

The parties shall mutually agree upon the number of copies of the Agreement to be reproduced after Governing Board approval, and shall equally share in the cost of reproducing and printing said copies.

The reproduction of the collective bargaining agreement shall be completed and received by the CCE/AFT, as soon as practicable, after the Governing Board ratification. The CCE/AFT shall be responsible for distribution of the agreement to its bargaining unit members.

Additionally, the District shall provide each new employee of the bargaining unit subsequent to the effective date of this Agreement with one (1) copy of this Agreement before starting work. Any addendums and/or changes to this Agreement reached within the duration of the Agreement shall be distributed via electronic means and may be printed using District property.

6.2 Communication with Unit Employees

The CCE/AFT shall have the right to put notices of activities and matters of CCE/AFT concern on bulletin boards adjacent to employee mailboxes and directly into employee mailboxes. The CCE/AFT shall bear all expenses related to printing such notices.

All such notices shall include the name of the CCE/AFT and date. A reasonable part of the bulletin boards (not to exceed one-third but no smaller than twelve inches by twelve inches (12"x12") will be reserved for the CCE/AFT and will be so labeled. An area and bulletin board shall be provided by the District at each satellite location as well as the north and south campuses. The CCE/AFT shall be responsible for the content of all its information and notices.

6.2.1 District E-mail

The CCE/AFT shall have the right to use the District e-mail system to communicate with employees in accordance with state law and District policies and procedures. E-mail communications for Union purposes will identify the Union in the subject heading of the communication, and may only be sent or responded to during breaks, lunch, before or after work hours, or during release time as provided by this Article.

6.3 Conducting Meetings

Authorized CCE/AFT representatives conducting CCE/AFT business may meet with unit members on District property only during times when the unit members are not required to perform assigned duties, except in situations where immediate, direct representation is required. Casual, incidental and brief conversations between classified unit members during times when they are required to perform assigned duties are not prohibited by this provision.

6.4 Use of District Equipment and Supplies

6.4.1 Facilities

The CCE/AFT shall have the reasonable use of District facilities at reasonable times as well as one assigned office, on the San Marcos campus, for the purpose of meetings concerning negotiations, grievance processing, and/or Union business related to activities pursuant to its responsibilities under the Education Employment Relations Act. The designated office shall be reserved solely for the use of the CCE/AFT. Key access to the designated office shall be limited to officers of CCE/AFT unless otherwise arranged by prior written consent. Use of all other facilities

shall be subject to the District's normal room reservation and facilities use procedures.

6.4.2 Equipment

The CCE/AFT shall have the reasonable use of District equipment. The District will bill the CCE/AFT **within thirty(30) forty-five (45) business days** for the costs of materials used and the CCE/AFT will promptly pay said bill(s).

6.5 Committees, Councils, and Other Meetings

6.5.1 Position Authorization Meetings

The CCE/AFT representatives and the District's Human Resource Services representative or designee agree to meet to **discuss current budgeted and prioritized PARs** at a mutually accepted time and to ensure no disruption of District operations, both parties agree to provide information and/or input in a timely fashion. ~~Agreed upon position authorization request (PAR) shall be flown no later than three (3) months from the date in which the parties entered into an agreement on said request.~~

6.5.2 Hiring Committee

The District shall contact the CCE/AFT regarding requests for classified bargaining unit representatives on non-faculty hiring committees. The CCE/AFT shall designate the classified representative(s) to serve on such committees.

6.5.3 District Committees, Councils, Ad Hoc, or Work Groups

The CCE/AFT shall participate on the District's shared governance committees, councils, Ad Hoc or Work Groups as delineated in the Palomar Governance and Administrative Structure. The District and the CCE/AFT shall discuss any future changes on these bodies regarding CCE/AFT representation. The District shall contact the CCE/AFT President or designee for classified representative(s). The CCE/AFT shall have the sole responsibility for appointing a classified representative. **These appointments shall be for all current C** committees and councils **currently** established **(and their successors) by shared governance structure**

~~of the District. , subject to this provision, include (but are not necessarily limited to) the following (and their successors):~~

~~Strategic Planning~~

~~Council Student~~

~~Services Planning~~

~~Council Instructional~~

~~Planning Council~~

~~Finance and Administrative Services Planning~~

~~Council Human Resource Services Planning~~

~~Council~~

~~Learning Outcomes~~

~~Council Budget~~

~~Committee~~

~~Benefits~~

~~Committee~~

~~Facilities Review~~

~~Committee~~

~~Equal Employment Opportunity Advisory Committee~~

~~Safety and Security Committee~~

~~Accreditation Steering~~

~~Committee Registration~~

~~Committee~~

~~Basic Skills Committee/Title V, HSI Steering~~

~~Committee Government Affairs Committee~~

~~Bookstore Committee~~

~~Classified Professional~~

~~Growth Committee~~

~~Campus Police~~

~~Committee~~

~~Scholarship~~

~~Committee~~

~~Professional Development Committee~~

~~Matriculation and Transfer~~

~~Committee Student Success &~~

~~Equity Council~~

~~Student Program Eligibility Appeals~~

~~Committee Team Life Committee~~

~~Palomar College Committee to Combat Hate~~

~~(PC3H) District Policies & Procedures~~

~~Committee~~

~~Behavioral Health & Welfare~~

~~Committee Food Services~~

~~Committee~~

~~Classification Specification Committee (per MOU dated~~

~~8/24/16) Classified Catastrophic Illness Leave Committee~~

6.6 Right to Information

6.6.1 Information Requests

The District agrees to provide information to the CCE/AFT upon request which is necessary and relevant for the CCE/ACT to discharge its duty to represent its bargaining unit members. The CCE/AFT shall make all such requests to the Superintendent/President or designee indicating the specific information needed and the reasons for such information. Any request made orally shall be followed up with written confirmation of the request in a reasonable amount of time. The information will be provided in a timely fashion, or the District representative will respond with reasons why the information will not be provided (e.g., confidential records, legal privilege, and non-availability). The Superintendent/President or designee will respond in accordance with all applicable laws. The District agrees to provide the CCE/AFT, upon request, public budget information and related public documents and information including such quarterly reports on income, expenditures and performance to State-required standards, as may be submitted to the Chancellor of the California Community Colleges or other

accrediting agencies.

6.6.2 Rosters

The District shall provide ~~annually~~ **every one hundred and twenty (120) days**, by August 15th, free of cost, an **electronic** roster of the names, home addresses, home telephone numbers, hire date, department locations, percentage of assignment, pay grade, position number and classifications (job title) of all bargaining unit members. **This electronic roster shall be provided to CCE and regularly updated by the District on a secured shared drive.**

6.7 Released Time

Any unit member intending to utilize released time authorized under this Article shall provide advance written notification to his/her immediate supervisor when practical. Released time shall not be used for any concerted refusal to work or any political activity, nor can the unused hours be accumulated.

6.7.1 Presidential Release Time

Commencing July 1, 2024, the District shall grant release time each fiscal year for fiscal years 2024-2025 and 2025-2026, to the President of CCE which shall be equivalent to the president's annual bargaining unit position assignment. Requests for this paid release time shall be submitted at least 30 days in advance of the date the release time begins. This release time shall be used for matters pertaining to mutual interest of the parties as they relate to employee/labor relations and for CCE business. The release time provided herein shall be paid at the president's regular rate of pay.

At the conclusion of a CCE's Presidency, release time term provided herein, they employee shall have rights to return to their respective positions in which they were working in prior to the commencement of their release time term.

If during the term of this Agreement, should the CCE President change, the District shall have ~~thirty (30) days~~ a reasonable amount of time to address backfill prior to

the implementation of full release time. Should it take longer than 60 days to secure a backfill, the parties will meet to develop and implement a transition plan.

The District reserves the right to backfill the President's position with substitute, short-term, and/or out of class assignments. Should an out of class assignment for the backfilled position exceed two years it shall not be in violation of the CBA.

All other applicable terms and conditions of the CBA, District policy, law, etc. shall apply to the unit members who are on paid release time provided herein.

The parties agree to meet to discuss the continuance, modification or discontinuance of this provision on or before January 15, 2026.

6.7.2 Union Business

The District shall grant ~~the nine (9)~~ Executive Council members, **and five (5) stewards, and grievance officers** of the CCE/AFT ~~sixty-three one hundred (63 100)~~ hours of released time per week for Union business, **including processing grievances, and executive council meetings** without loss of compensation. Union business, as used in this section, does not include negotiations or other meetings involving District representatives and CCE/AFT, including shared governance and/or hiring committee meetings where duly-appointed unit members serve as the designated representative(s) for the CCE/AFT and/or for the bargaining unit (refer to 6.7.2) **as long as the total time released inclusive of these meetings does not exceed 50% of the scheduled work.** The allocation of the ~~sixty-three one hundred (63 100)~~ hours per week is at the discretion of the CCE/AFT, subject to the following provisions:

- 1) **Released time does not include any backfill to Executive Council members' positions who may be allocated such time, with the exception of the Union President as outlined in 6.7.1** Further, this released time is not intended to provide any direct compensation to ~~Executive Council~~ members who

may be allocated such time and whose position(s) is/are not back filled. **In the event, the member is asked to work more than 40 hours per week to perform District work, the member shall be compensated based on Article 11.8.**

- 2) **1)** The CCE/AFT President or designee will designate in writing, at the beginning of each fiscal year, the members that will be released and the number of released hours per week. The notice shall be sent to the Assistant Superintendent/Vice President for Human Resource Services.

- 3) **No Executive Board member shall receive more than fifty percent (50%) released time pursuant to this section.**

- 4) **2)** The District shall grant one (1) hour per week with no loss of compensation to the Executive Council of the CCE/AFT for a business meeting of its members, defined as the President, Senior Vice-President, the Assistant Vice-President, the Secretary, the Treasurer, two (2) Grievance Officers, Membership/Communications Officer, Technology Officer, and not more than three **five (35)** stewards. Individuals who are subject to this provision will be designated in writing to the District at the beginning of each fiscal year. The one (1) hour per week shall not be counted against the sixty-three **one hundred (63-100)** hours per week as provided by this Section.

6.7.3 Negotiations

Negotiation meetings between the parties shall take place at mutually convenient times and places. **In addition to the Union President,** the District shall grant release time without loss of compensation to no more than **four five (54)** official negotiators of the CCE/AFT for meeting and negotiating with official District negotiators. An additional two (2) employees may attend negotiations as official negotiators but not on paid released time.

In addition to the release time for the President as outlined in 6.7.1, The District shall grant the **five four (54)**

official negotiators one (1) hour of released time without loss of compensation for each four (4) hours of scheduled negotiating sessions with official District negotiators for negotiations preparation, ~~and shall grant the Union President an additional half (.5) hour of preparation time for each four (4) hours of scheduled negotiation sessions, for negotiations preparation.~~

~~6.7.4 Processing Grievances~~

~~A total of seventy-five (75) hours of released time will be granted without loss of compensation to official representatives of the CCE/AFT for the purpose of processing grievances. No more than two (2) bargaining unit members shall receive such release time under this provision at any one time for any one grievance. The District and the CCE/AFT recognize that grievance meetings are to be scheduled at mutually convenient times and places. Additional time, which must be requested in advance, may be granted for the CCE/AFT to fulfill its duty of fair representation of the bargaining unit employees.~~

6.7.5 CCE/AFT Training, Conferences, Conventions

A total of ~~160 hours~~ ~~twenty thirty (20 30)~~ workdays of release time without loss of compensation will be granted to ~~be distributed among~~ the CCE/AFT membership to attend training sessions sponsored by the CCE/AFT or its state or national affiliate. This release time may be used by any employee(s) designated by the CCE/AFT Executive Council but may not exceed a total of ~~160 hours~~ ~~twenty thirty (20 30) days~~ per fiscal year. Application for this release time shall be made in advance, with reasonable ~~ten (10)5- business days~~ advance notice, ~~absent of unforeseen circumstances~~ ~~when practicable~~, to the Assistant Superintendent/Vice President, Human Resource Services, who shall grant the request if it is consistent with this Article and does not significantly interfere with the business needs of the District and/or the discharge of the designated representative's duties as an employee. All requests require the agreement of the designated employee's supervisor.

6.7.6 CCE/AFT General Membership Meeting

This District shall grant up to one (1) hour per quarter released time for bargaining unit employees to attend a general Classified Staff meeting. CCE/AFT shall provide at least three (3) days advance notice and a written agenda to the Superintendent/President for such meetings. ~~The CCE/AFT President or his/her designee, shall be granted an additional two (2) hours release time to conduct general Classified Staff meetings at satellite locations, including all new locations of the district.~~ Additional one (1) hour meetings will be granted upon mutual agreement that will not be unreasonably withheld.

~~6.7.7 Presidential Release Time~~

~~The District shall grant release time each fiscal year to the President of CCE which shall be equivalent to the president's annual bargaining unit position assignment. Requests for this paid release time shall be submitted at least 30 days in advance of the date the release time begins. This release time shall be used for matters pertaining to mutual interest of the parties as they relate to employee/labor relations and for CCE business. The release time provided herein shall be paid at the president's regular rate of pay. At the conclusion of a CCE's release time term provided herein, they shall have rights to return to the respective positions they were working in prior to the commencement of their release time term. All other applicable terms and conditions of the CBA, District policy, law, etc. shall apply to the unit members who are on paid release time provided herein.~~











ARTICLE 6 UNION RIGHTS TA

Final Audit Report

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