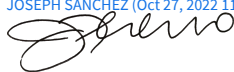




JOSEPH SANCHEZ  
JOSEPH SANCHEZ (Oct 27, 2022 11:52 PDT)  


  
Barbara Baer (Oct 27, 2022 11:10 PDT)  


**District Counter Proposal #1 10/26/22**  
**ARTICLE 6 - UNION RIGHTS**

- 6.1 The District in the fall and spring semester of each academic year must give the Federation a list of the names, work locations, departments, home addresses, home telephone numbers, salary schedule placement, activity status (e.g., active, sabbatical ...), and percent of assignment for all full-time faculty members. Within the first week of each month of the calendar year, the District must provide the Federation with the same information for all part-time faculty members currently teaching. Home address and telephone number will be omitted for those faculty members who request that their home addresses and home telephone numbers not be disclosed. (per AB 119 2017)
- 6.2 The District must notify the Federation within thirty (30) days of the ratification of initial employment of any new faculty member and shall give the Federation the information for such new faculty member as provided in Section 6.1 of this Article (per AB 119 2017).
- 6.3 The District will provide all new hires, both full-time and part-time, with the current PFF membership information packet. This material will be included with all onboarding documentation and materials. (per AB 119 2017) PFF will provide the District with sufficient copies of the information packets for distribution.
- 6.4 The District agrees to provide information to the Federation that is relevant to negotiations, grievance processing, **information gathering for the purpose of informal resolution, internal fact-finding,** and/or Federation business related to administration of this Agreement. Requests relevant to formal negotiations shall be made to the designated chief negotiator for the District. All other requests shall be made to the Assistant Superintendent/Vice President for Human Resource Services or designee. Requests shall be in writing and for specific information. 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).
- 6.4.1 To help resolve issues related to part-time prioritization, the District will provide most recent prioritization numbers and load for specific faculty when requested by the Federation.**
- 6.5 The District agrees to provide to the Federation, upon written 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.

6.6 The District shall provide one (1) copy of the book of Board Policies and one (1) copy of the book of Administrative Regulations to the Federation upon request. The District shall provide copies of any changes, additions, alterations or deletions to these books as they are implemented.

6.7 The District will provide the Federation with one (1) copy of all official Board minutes and one (1) copy of each Board agenda "package" at the same time as these materials are furnished to the Board.

6.8 Each faculty member, at their request, shall be provided, at no cost, one (1) copy of the Agreement. The Federation and the District will share the cost of this distribution. The District shall place the Agreement, including the table of contents and index, on its website. The District website shall include a feature permitting searches of the Agreement using keywords.

6.9 The Federation shall have access to employee **mailboxes** consistent with applicable law. The District will provide an internet web page link on the Palomar College web page, to be listed under "Faculty Links".

6.10 The District shall provide the Federation with a locked mailbox designated for the use of the PFF/AFT.

6.11 The Federation shall have the right to put notices of all activities and matters of Federation concern on bulletin boards used for notices to the faculty. All such notices shall include the name of the Federation and date. The District shall provide reasonable bulletin board space on the San Marcos Campus and at satellite locations. The Federation shall be responsible for the content of all its information posted on bulletin boards.

6.12 The Federation shall have the reasonable use of District facilities at reasonable times. The Federation shall have the reasonable use of District equipment for the purpose of administering this Agreement. Advanced arrangements for such use shall be made with the Assistant Superintendent/Vice President for Human Resource Services or designee. The Federation will supply materials or pay the cost of materials. There shall be no disruption of District operations.

6.13 Authorized Federation representatives conducting Federation business may meet with faculty members on District property only during times when the participating faculty members are not required to perform

assigned duties. Casual, incidental and brief conversations between faculty members during times when they are required to perform duties are not prohibited by this provision.

6.14 The District shall provide an office on campus for the Federation's use in carrying out its responsibilities as the exclusive bargaining agent for the faculty.

6.15 The Federation shall designate the faculty representative(s) to serve on any committee or council that may be established in the District that relates to matters within the scope of bargaining. The Federation shall have the right to representation on District committees and councils that are responsible for subjects that may impact the collective bargaining relationship between the parties. The Federation shall have the sole responsibility for appointing PFF/AFT representatives to all such committees, and councils shared governance groups as defined in the shared governance handbook. Committees and councils currently established, subject to this provision, include (but are not necessarily limited to) the following (and their successors):

- Safety and Security Committee
- Benefits Committee
- Strategic Planning Council
- Budget Committee
- Facilities and Educational Master Plan Committee
- EEO Advisory Committee
- Governmental Affairs Committee

6.16 The District shall provide 4.0 FTE of reassigned time without loss of compensation for PFF/AFT representatives for the purpose of representation in matters involving the processing of grievances, and contract administration and enforcement. This compensation will be paid with a stipend and/or reassigned time, at the discretion of the PFF. Each twenty percent (.2) of FTE will be compensated with a stipend using Academic Overload: Non-Instructional Assignments Salary Schedule at grade C, step twenty (20), times fifty-four (54) hours per semester, for both full and part-time faculty. The PFF will designate in writing to the Assistant Superintendent/Vice President, Human Resource Services, at the beginning of each semester, the members who will be reassigned and/or compensated with a stipend.

6.17 In accordance with Education Code Section 87768.5, the Governing Board shall, upon request of the Federation, grant a partial or full leave of absence to any unit member to enable such a member to serve as an elected official of the Federation. Such leave will be granted without loss of compensation, benefits, or service credits to the unit member.

6.18.1 The Federation, upon the District's request, shall reimburse the District all compensation paid to the employee on account of any leave described in 6.18. Except in emergency situations or when waived by management, a request for such leave shall be provided to the District's Human Resources Office at least 30 calendar days in advance.

6.18 For part-time unit members, any leave and/or reassigned time compensated for under this Article will be considered a professional ancillary activity as defined in Article 4.1.10.1 and Education Code 87482.5(c) and shall not be used for purposes of calculating eligibility for contract or regular status.

6.19 Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant reassigned time without loss of compensation where substitutes are required ~~to full-time faculty, and compensate part-time faculty for (or the equivalent in compensation for part-time faculty members serving, when they are not in paid status,~~ up to one hundred twenty-five (125) hours per fiscal year with a stipend using Academic Overload: Non-Instructional Assignments Salary Schedule at grade C, step twenty (20), ~~to for~~ no more than four (4) official negotiators of the Federation for meeting and negotiating with District negotiators.

6.20 In ordinary circumstances the District shall notify Federation leadership (co-~~p~~residents) via email of any investigatory meeting that may reasonably lead to discipline of faculty with no fewer than three (3) working days' notice prior to the meeting.












# Article6\_TA


Final Audit Report


2022-10-27


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