



36 indicating the specific information needed and the reasons for such request. The  
37 Superintendent-President or their designee will provide the information in a timely fashion or  
38 will respond with reasons why the information will not be provided (e.g., burdensome,  
39 confidential records, legal privilege, and non-availability). Prior to each meeting of the  
40 PACCD Board of Trustees, PCC-CFT shall be provided with a copy of the complete Board  
41 packet. PCC-CFT shall be given a copy of any documents provided to the Board at open  
42 Board Meetings

43 3.5 Use of Facilities. PCC-CFT shall have the reasonable use of District facilities at  
44 reasonable times for the purpose of meeting concerning negotiations, grievance  
45 processing, and/or PCC-CFT business related to activities pursuant to its responsibilities  
46 under the EERA.

47 3.6 Use of Equipment. PCC-CFT shall have the reasonable use of District equipment for the  
48 purpose of enforcement of this Agreement provided advance permission is granted by the  
49 Superintendent-President and that all costs of materials are promptly paid by PCC-CFT.  
50 Brief and incidental use of District equipment shall be at no cost provided that there is no  
51 disruption of District operations and all such brief and incidental use is reported  
52 immediately to the cost center manager.

53 3.7 Negotiating Release Time. Negotiation meetings between the parties shall take place at  
54 mutually convenient times and places. The District shall grant release time without loss of  
55 compensation to no more than three (3) official negotiators of PCC-CFT for meeting and  
56 negotiating with official District negotiators. The term "meeting and negotiating" does not  
57 include preparation time, but official negotiators of PCC-CFT shall be afforded adequate  
58 time before and after negotiation meetings between the parties to travel to and from their  
59 work locations, if necessary, and meet briefly with other official negotiators of PCC-CFT  
60 immediately before and after such negotiation meetings. The amount of time which shall be  
61 adequate is ~~one~~ **two (4 2) hours**. A reasonable number of observers who are members of  
62 PCC- CFT Executive Board may attend negotiations, provided they do so on their own  
63 time and that they do not disrupt the negotiations process.

64 3.8 Grievance Processing Release Time. The District shall grant release time without loss of  
65 compensation to official representatives of PCC-CFT for the purpose of processing  
66 grievances filed pursuant to the Agreement. Such release time shall be granted only upon  
67 twenty-four (24) hours prior notice from PCC-CFT to the Superintendent-President or their  
68 designee with a later follow-up in writing. No more than two (2) bargaining unit members  
69 shall receive release time under this provision for processing and/or researching a  
70 grievance. No more than ~~one~~ **two (4 2)** bargaining unit member, in addition to the grievant,  
71

72 shall receive such release time under this provision to attend any meeting related to a  
73 grievance. Consolidated grievances related to the same or similar subject matter shall be  
74 treated as a single grievance for the purpose of allocation of release time. The District and  
75 PCC-CFT recognize that grievance meetings are scheduled at mutually convenient times.

76 3.9 Contract Administration Release Time. The District shall grant twenty (20) hours of release  
77 time per week for the PCC-CFT President and fifteen (15) hours of release time per week  
78 to the other PCC-CFT officers without loss of compensation. This release time shall be  
79 non-cumulative. The purpose of this release time is for PCC-CFT members to administer  
80 this Agreement or to conduct other PCC-CFT business as necessary. This release time  
81 does not include time for representing employees in collective bargaining, grievance  
82 conferences, disciplinary hearings or meetings, nor participation in any voluntary dispute  
83 resolution process to which the District and PCC-CFT may agree. Release time under this  
84 provision of the Agreement will be subject to the following conditions:

- 85 A. Release time becomes effective following approval of the Agreement by the Board  
86 of Trustees.
- 87 B. PCC-CFT will provide the District on or before the beginning of each fiscal year or  
88 when a change of PCC-CFT officers occurs, the name of the bargaining unit  
89 member(s) to be released.
- 90 C. The employee(s) and their supervisor(s) will meet to arrange a mutually beneficial  
91 time for the release time to be scheduled.

92 3.10 Training Release Time. The District shall grant forty (40) hours paid release time annually  
93 to the PCC-CFT President, sixty (60) hours paid release time cumulative annually to all  
94 other bargaining unit officers, and twenty (20) hours paid release time annually which can  
95 be distributed by PCC-CFT among its officers, for the purpose of its officers and  
96 representatives to attend collective bargaining conferences, workshops, seminars, training  
97 sessions, or other activities relating to collective bargaining matters ("Event") providing that  
98 no such leave shall be granted for the purpose of attending any meeting at which any job  
99 action is contemplated, planned, or considered.

- 100 A. Such release time shall be scheduled upon written advance notice of no less than  
101 10 calendar days except in the case of undue hardship on the unit member's  
102 department. If notice is given of less than ten calendar days, the release time is  
103 subject to the immediate supervisor's approval which shall not be unreasonably  
104 denied.
- 105 B. No more than three (3) bargaining unit members shall receive release time under  
106 this provision at any one time for any Event, except that if a second bargaining unit

107 member wishes to attend an Event at the same time another bargaining unit  
108 member wishes to attend an Event, the second employee shall only be granted  
109 release time if the absence does not cause the department undue hardship and  
110 upon approval of the immediate supervisor which shall not be unreasonably denied.  
111 For the summer union training conference, no more than four (4) bargaining unit  
112 members shall receive release time to attend, subject to the foregoing limitations.  
113 Once the release time granted under this provision is exhausted, a bargaining unit  
114 member shall be required to use vacation time to attend an Event or any portion of  
115 an event, subject to the immediate supervisor's approval.

116 3.11 Printing of Agreement. After the adoption of the Agreement, the District shall print and  
117 provide without charge a copy of this Agreement to members in the bargaining unit upon  
118 written request.

119 3.12 New Employee Orientation. "New employee orientation" refers to the process by which a  
120 newly hired public employee – whether in person, online, or through other means or media –  
121 is advised of their employment status, rights benefits, duties and responsibilities, or any other  
122 employment-related matters. The District shall provide PCC-CFT with access to its new  
123 employee orientations. PCC-CFT shall receive not less than (10) days' notice in advance of  
124 an orientation, except that a shorter notice may be provided in a specific instance where there  
125 is an urgent need critical to the District's operations that was not reasonably foreseeable. In  
126 the event the District conducts group orientations with the new employees, PCC-CFT shall  
127 have one (1) hour for its representative(s) to conduct the orientation session.

128 3.13 Bargaining Unit Information. The District shall provide PCC-CFT with contact information for  
129 unit members as a list of the following information, which each field in its own column, for all  
130 bargaining unit members within five (5) days of the last payroll date of September, January,  
131 and May as follows.

- 132 a. First Name;
- 133 b. Middle initial;
- 134 c. Last name;
- 135 d. Suffix (e.g., Jr., III);
- 136 e. Preferred name;
- 137 f. Job Title;
- 138 g. Department;
- 139 h. Primary worksite name;
- 140 i. Work telephone number;
- 141 j. Work Extension;


- 142 k. Home Street addresses (incl. apartment #);
- 143 l. Mailing address (if different);
- 144 m. City;
- 145 n. State;
- 146 o. Zip Code (5 or 9 digits);
- 147 p. Home telephone number (10 digits) (if available);
- 148 q. Personal cellular number (10 digits) (if available);
- 149 r. Personal email address of the employee (if available);
- 150 s. Hire date;
- 151 t. Work email address of the employee.


152 The District shall provide a list of the names and information described for all newly hired  
153 employees within the bargaining unit within (5) days of the last payroll of the month in which  
154 they were hired. "Newly hired employee" means any full-time or part-time bargaining unit  
155 employee hired by the District who is still employed as of the date of the new employee  
156 orientation. It also includes all employees who are employed by the District (including those  
157 returning from layoff rehire list, or previously employed by the District in a non-bargaining unit  
158 position) and whose current position has placed them in the bargaining unit represented by  
159 PCC-CFT. For those latter employees, for the purposes of this article only, the "date of hire"  
160 is the date upon which the employee's employee status changed such that the employee  
161 was placed in the bargaining unit.

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

166  
167 Signed and entered into this 3rd day of August, 2023.

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169  
170 FOR THE COLLEGE DISTRICT

171   
172 Robert Blizinski (Aug 17, 2023 15:05 PDT)  
173 Robert S. Blizinski

174   
175 Brian Cummins  
176 Brian Cummins

FOR PCC-CFT

  
Julio Huerta (Aug 17, 2023 15:57 PDT)  
Julio Huerta, CFT President

  
Ahrien T. Johnson (Aug 22, 2023 09:00 PDT)  
Ahrien T. Johnson, Field Representative