

# Article 3: Association Rights

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- 3.01 MEMBER'S RIGHTS:** Nothing in this Agreement to the Contract shall be construed to deny or to restrict any unit member's rights granted under the Education Code of the State of California or other applicable state and federal laws and regulations. Further, the rights granted to unit members by this Agreement to the Contract shall be deemed to be in addition to those specifically provided in District policy.
- 3.02 RIGHT OF UNIT MEMBERS TO JOIN OR NOT JOIN:** The District and AFA recognize the right of members to form, join and participate in lawful activities of employee organizations and the equal alternative right of members to refuse to form, join and participate in employee organizations. Neither party shall discriminate against a member in the exercise of these alternative rights.
- 3.03 FAIR SHARE SERVICE FEE:** The District and AFA agree to implement the Fair Share Service Fee according to the provisions of SB 1960 with the first paycheck of the 2001-02 academic year. Procedures for implementation are available from AFA.
- 3.04 RIGHT TO CONFER:** AFA retains the right to confer with the District on issues as provided in the [Educational Employment Relations Act](#). In addition, AFA may consult with the District on matters related to academic freedom, curriculum, and the use of electronic and technological teaching devices if the use impacts on working conditions.
- 3.05 RIGHT TO NEGOTIATE BY MUTUAL AGREEMENT:** AFA retains the right to negotiate at a later date other Contract items, or other employment matters, established by mutual agreement with the District.
- 3.06 LIST OF UNIT-A MEMBERS:** Upon its request, AFA will be provided as soon as possible but not later than forty-five (45) working days after the start of each semester, the names, telephone numbers, and addresses of current unit members. In addition, newly hired unit members' names, telephone numbers, and addresses shall be provided as hired. However, those belonging to individuals who have requested that this information not be released shall not be provided. A list of workplace contact locations (individual mailboxes, department mailboxes, etc.) for all unit members shall be provided to AFA, and updated on a semester basis.
- 3.07 COPIES OF POLICIES AND PROCEDURES:** AFA shall be furnished with one (1) copy of all District originated written policies and procedures governing conditions of employment of the members of the bargaining unit, and shall receive one (1) copy of any changes, additions, alterations, or deletions as they are approved.
- 3.08 COPIES OF BOARD AGENDAS AND MINUTES:** AFA shall be furnished with one (1) copy of the agenda and minutes for public meetings of the Board of Trustees. Agendas and minutes will be put in the AFA mailbox as soon as possible after distribution to the Board of Trustees.
- 3.09 COPIES OF CONTRACT:** The District shall produce copies of the Contract as soon as is practicable after unit ratification and District approval of the Agreement.

- 3.10 RIGHT TO PUBLIC INFORMATION:** The District shall make available to AFA any public information that the District normally compiles. This shall include financial reports, enrollment statistics, and any other public information that is necessary for AFA to develop its collective bargaining position. When a request for information that is not currently available in printed form, or that is not public information, is denied, the request shall be directed to the Superintendent/President, or designee, who will advise AFA of the actual and necessary cost to be reimbursed to the District for preparing the requested information or will tell AFA how to approach any legal prohibition to distribution of the requested information.
- 3.11 AFA REASSIGNED TIME:** Beginning with the academic year 1997-98, the District will provide a total of 1.2 FTE of reassigned time to AFA. Additional reassigned time may be mutually agreed upon for special studies or projects. Notification of the designated faculty members and amount of reassigned time shall be submitted to the District by June 15 of each year for the fall semester, and by December 1 for the spring semester, along with a schedule of hours available for meetings with the District. Additional reassigned time may be purchased by AFA at the actual hourly replacement rate. All reassigned time provided under this article shall be distributed in a manner requested by AFA. AFA agrees to forfeit District-paid reassigned time for 2003-04, 2004-05, and 2005-06.
- 3.12 USE OF FACILITIES:** AFA and its duly authorized representatives shall have use, on a cost-covering basis, subject to the same charges as those made to departments, of College equipment and building facilities at all reasonable times, which shall include evening and weekend hours.
- 3.13 USE OF MAIL SYSTEM:** AFA may have the use of the intradistrict mail system and of employee mailboxes assigned to unit members, consistent with the law, for the purposes of distributing communications to unit members. Copies of material distributed through mailboxes will contain the date of distribution and AFA identification.
- 3.14 USE OF BULLETIN BOARDS:** AFA may use bulletin boards in faculty office area/buildings mutually agreed upon with the District and any other such areas as designated by the District. All materials posted will contain the date of posting and AFA identification.
- 3.15 REPRESENTATION ON DISTRICT COMMITTEES:** AFA shall be granted representation on District committees related to terms and conditions of employment such as, but not limited to: Budget Advisory Committee, Calendar/Registration Committee, College Council, District Online Committee, District Tenure Review and Evaluations Committee, Equal Employment Opportunity Advisory Committee, Enrollment Enhancement Task Force, Fringe Benefits Committee, Institutional Planning Council, Parking and Transportation Committee, Professional Development Committee, Professional Growth Increments Committee, Sabbatical Leave Committee, and Strategic Enrollment Planning Committee. Other District committees can be added to this list by mutual agreement.
- 3.16 GROWTH:** AFA and the District agree to work together to address the concerns of declining enrollment.

### **3.17 CAREER DEVELOPMENT COLLEGE PREPARATION (CDCP) NONCREDIT FUNDS**

- A. **Definition and Sharing of New Revenue:** The District and AFA agree to share equally (50/50) the allocation of new revenue coming to the District for increased FTES for identified and state-approved CDCP noncredit courses. New revenue is defined as the incremental increase in revenue derived from the increased apportionment rate for CDCP noncredit courses as compared to regular noncredit rate.
- B. **Workload Study:** The District and AFA agree to carry out a jointly designed workload study of noncredit faculty to determine if a change in workload is warranted. This survey will be conducted in Fall 2007. The results of the workload study will determine the target goal for CDCP noncredit workload. The results implemented in Fall 2008 and changes will be implemented up to the limits of the AFA portion of the CDCP noncredit funding. A separate salary schedule will be negotiated to reflect any changes to the CDCP noncredit workload factor.
- C. **One-time Revenue Set-aside:** Until the workload study results are implemented, 50-percent of the CDCP noncredit revenue (defined above) will be set aside to be used on a one-time basis for faculty teaching the CDCP noncredit courses.
- D. **Basis of Ongoing Distribution:** Data submitted for the 2007-08 College's P2 report will determine the amount of money available to distribute on an ongoing basis effective the following year.
- E. **Agreement to Renegotiate Changes:** AFA and the District agree to renegotiate any changes made to CDCP noncredit workload if the rate of CDCP noncredit revenue changes.

### **3.18 AFA COLLEGE SERVICE AND TECHNOLOGY TRAINING FUND (ACSTT)**

- A. **Allocation of Funds.** Starting July 1, 2008, the District shall allocate the yearly funds currently designated for the Adjunct Faculty District Activities Fund (AFDAF) (see [Article 16: Hourly Assignments](#)) and the Faculty Technology Training Fund (FTTF) (see [Article 22: Professional Development](#)) to the AFA College Service and Technology Training Fund (ACSTT) in the following amounts:
  - 1. From AFDAF: One Hundred Thirty-seven Thousand Dollars (\$137,000) and
  - 2. From FTTF: Forty Thousand Dollars (\$40,000)
- B. **Fund Use.** ACSTT funds may be used for any purpose covered by the original two fund sources: AFDAF and FTTF. ACSTT funds may be used to fund adjunct faculty health benefits.
- C. **Balance Forward.** In any year when the ACSTT fund is not completely expended, the balance — up to One Hundred Thousand Dollars (\$100,000) — will be brought forward to be used the next academic year and the yearly allocations will be added to that balance.

### **3.19 POSTPONED SABBATICAL LEAVES OF 2004-05:** AFA agrees that the District has fulfilled its obligation regarding the repayment of the postponed Sabbatical Leaves from 2004-05.

### **3.20 NO REPRISALS:** AFA and the District agree that no reprisals will be taken against any person who legally exercises rights guaranteed by law or this Agreement or who executes responsibilities imposed by law or this Agreement.