

Article 3: Association Rights

- 3.01 MEMBER'S RIGHTS:** No provision in this Agreement will be construed to deny or to restrict the rights granted to unit members under state and federal laws and regulations. The rights granted to unit members by this Agreement will be deemed to be in addition to those specifically provided in District policy.
- 3.02 RIGHT OF UNIT MEMBERS TO JOIN OR NOT JOIN:** Each unit member has the right to form, join and participate in lawful activities of employee organizations and the right to refuse to form, join and participate in employee organizations. AFA and the District will not discriminate against a unit member who exercises these rights.
- ~~**3.03 FAIR SHARE SERVICE FEE:** The Fair Share Service Fee will be implemented according to the provisions of SB 1960.~~
- 3.043 RIGHT TO CONFER:** AFA will retain the right to confer with the District on issues as provided in the [Educational Employment Relations Act](#). AFA may consult with the District on matters related to academic freedom, curriculum, enrollment and the use of electronic and technological teaching devices if that use affects the working conditions of the unit members.
- 3.054 RIGHT TO NEGOTIATE BY MUTUAL AGREEMENT:** AFA will retain the right to negotiate other Contract items, or other employment matters, established by mutual agreement with the District.
- 3.065 LIST OF UNIT MEMBERS:** Upon request, the District will provide AFA in a timely manner with the names, telephone numbers, and addresses of unit members, except for those unit members who have requested that this information not be released.
- 3.076 DISTRICT POLICIES AND PROCEDURES:** The District will provide AFA with District policies and procedures governing conditions of employment of the unit members, and inform AFA of any changes, additions, alterations, or deletions to these policies and procedures.
- 3.087 BOARD AGENDAS AND MINUTES:** The District will provide AFA with agendas and minutes for public meetings of the Board of Trustees as soon as these items are available.
- 3.098 RIGHT TO PUBLIC INFORMATION:** The District will provide AFA upon request with public information compiled by the District.
- ~~**3.109 AFA REASSIGNED TIME:** The District will provide a total of 1.2 FTE of reassigned time to AFA. Additional provided 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 for the subsequent fall semester, and by December 1 for the subsequent spring semester. Additional reassigned time may be purchased by AFA at the hourly replacement rate. All reassigned time provided under this article shall be distributed in a manner requested by AFA.~~

3.110 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 District equipment and facilities at all reasonable times, which shall include evening and weekend hours.

3.121 USE OF MAIL SYSTEM: AFA may have use of the District email system, the intra-district mail system, unit member mailboxes, and District bulletin boards. Such use will be for the purposes of distributing communications to unit members. Materials distributed by AFA will contain the date of distribution and AFA identification.

3.132 REPRESENTATION ON DISTRICT COMMITTEES: AFA will be granted representation on District committees related to terms and conditions of employment such as, but not limited to: Budget Advisory Committee, Academic Calendar Committee, College Council, District Online Committee, ~~District Tenure Review and Evaluations Committee~~, Equal Employment Opportunity Advisory Committee, 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~~ [President's Consultation Council](#).

3.143 NO REPRISALS: No reprisals will be taken against any unit member who legally exercises rights guaranteed by law or this Agreement or who executes responsibilities imposed by law or this Agreement.