

ARTICLE 4. FACULTY ASSOCIATION RIGHTS

4A. Information Provided by the Parties

Upon written request, the District's Chancellor or designee and the Faculty Association shall provide information of a non-confidential nature pertaining to matters ~~which~~ that may be of concern and interest to each other. Other information (e.g., District and College budgets) will be provided as long as it is used solely for Faculty Association business.

4B. Meeting Facilities

The District and/or college facilities will be made available to the Faculty Association for meetings concerned with the exercise of rights guaranteed by Government Code sections 3540, et seq. without cost at reasonable times. The Faculty Association must follow the District and/or College procedures for reserving facilities. These meeting facilities will be made available when such use does not interfere with the educational program or student services. ~~regularly scheduled duty hours of unit members in such facility.~~

4C. Equipment, Supplies and Services

4C.1 Use of District/College Equipment

The Faculty Association's use of District and/or college equipment will be permitted without cost upon the approval of the appropriate manager immediately responsible for the equipment. The Faculty Association will follow District and/or College procedures for equipment reservation and care, as appropriate. Equipment will be made available when its use does not interfere with the educational program or student services.

4C.2 Cost of Copied Materials

At the cost of the Faculty Association for consumable materials/services, the Faculty Association shall have the right to have 2000 pages of Faculty Association materials copied per month produced at the college media/production center for distribution to unit members.

~~4C.3 Use of Audio-Visual Equipment~~

~~Audio-visual equipment may be used on campus for Faculty Association business by following District and/or college procedures for its reservation and care. Equipment will be made available when its use does not interfere with the educational program.~~

4C.43 Cost of Personnel and Supplies

All personnel and supplies required by the Faculty Association will be provided without cost by the District.

4C.54 Responsibility for Damaged Equipment

The Faculty Association shall pay for the repair or replacement of any equipment damaged during use.

4D. Faculty Association Office Space

The District ~~will~~ shall make every effort to provide office space, office furniture, a telephone, and a computer at each campus. Email access shall be available at various locations. The provision of this office and service must not interfere with either the educational process or student services.

4E. Communications—Mailboxes

The Faculty Association may have the use of the intra-District mail system, employee mailboxes assigned to unit members, and email for purposes of distributing communications to unit members. Copies of materials distributed through mailboxes will contain the date of distribution and the identification of the Faculty Association. The Faculty Association President or designee shall authorize all materials distributed through the District mailboxes. A copy of all mass distribution materials distributed via campus mail will be delivered to the Chancellor, Vice Chancellors, ~~and~~ Presidents, Vice Presidents, and Deans at the same time as distributed and/or posted.

4F. Communications—Email and Telephone Usage

The Faculty Association shall have the right to use telephone and email lines between campuses/District provided that such use shall not interfere with, nor interrupt, normal District operation.

4G. Communications—Bulletin Boards

The Faculty Association may use at each college at least one (1) bulletin board in each faculty office building, staff lounge, mailroom, and such other areas as designated by the District. All postings will be dated and bear the official identification of the Faculty Association. Bulletin board spaces will be maintained in a neat and timely manner. Copies of all postings will be delivered or emailed to the Chancellor, Vice Chancellors, ~~and~~ Presidents, Vice Presidents, and Deans at the same time as posted.

4H. District/Faculty Association Meetings

The Chancellor or his/her designee will meet with the Association's President or his/her designee to discuss mutual problems of the Colleges/District within five (5) working days, or a reasonable time thereafter, at the request of either party. Such a meeting is not intended to bypass the grievance procedure and shall not constitute an invitation to continuously renegotiate the provisions of this Contract. Both parties shall submit via email an agenda of items they wish to discuss at least twenty-four (24) hours prior to before the meeting.

4I. Release Reassigned Time

The Faculty Association will receive two (2.0) ~~F.T.E. FTEF~~ release reassigned time per year (60 CAH) funded by the District. The Faculty Association may ~~accumulate no more than four (4.0) F.T.E. at any one time carryover up to two (2.0) FTEF from one year to the next. The Faculty Association shall designate, at its sole discretion, who shall receive release time. This represents the total release time, including Faculty Association business and negotiations, for the Faculty Association provided by the District.~~

The Faculty Association may purchase (at the average level of adjunct hourly pay) from the District up to four (4) additional ~~F.T.E. FTEF~~ (120 CAH) of release reassigned time for Faculty Association work per semester year.

The Faculty Association may utilize no more than six (6.0) FTEF (180 CAH) in any one academic year. This represents the total reassigned time, including Faculty Association business and/or negotiations, for the Faculty Association provided by and/or purchased from the District.

The Faculty Association shall designate, at its sole discretion, who shall receive reassigned time. The reassigned unit member shall be paid his/her full salary and benefits while on Faculty Association reassigned time. The fifty (50) percent overload limit in Article 10D.11 applies.

~~The Faculty Association shall pay the District for each additional F.T.E. of release time (at the average level of adjunct hourly pay) for the unit member granted the release time. The reassigned unit member shall be paid their full salary and benefits while on Faculty Association release time.~~

The Faculty Association shall notify, in writing, the Chancellor, appropriate President and the Vice Chancellor, Human Resource Services, Director at least thirty (30) days prior to the beginning of the semester of the unit member(s) being granted Faculty Association release reassigned time as provided for herein.

4J. Appointment to Committees

The Faculty Association retains the right to appoint unit members to District and College committees.

4K. Consultation

As members of the College community, The Faculty Association has the right ~~of consultation on~~ to contribute to the establishment of educational goals and objectives of the District. The Faculty Association shall be kept apprised of the development of the annual Budget and long-term financial planning. ~~The Faculty Association shall be apprised of the process and outcomes of Program Review.~~

4L. Distribution of Agreement

The District shall place the completed written Agreement on the District's Internet website within (30) days after it becomes effective. The District shall also provide written hard copies of this Agreement for ~~each Contract, Regular and Temporary unit member~~

[Faculty Association Executive Board members, Division offices, and campus Libraries. A printed copy will be provided to any other unit members upon request.](#)

4M. No Action in Violation/Inconsistent with Agreement

The District, its representatives, and the Faculty Association and its members shall take no action in violation of, or inconsistent with, any provision of this Agreement.

4N. Access to Information

Upon request for records under the California Public Records Act, the Association shall be furnished: (1) agenda materials and minutes of Board [of Trustees'](#) meetings; (2) non-confidential information regarding financial matters, personnel, budgetary requirements, allocation of state and federal funds, student enrollment, etc.; and (3) any other information which is necessary to assist the Faculty Association in representing members of the unit.

The Faculty Association recognizes that all such information will be provided pursuant to the provisions of the California Public Records Act (i.e. California Government Code sections 6250 et seq.). Specific reports the District agrees to provide are: CCFS-311; 311 (Q); CCFS 320; the opening day, census day and final day Swoxen reports for each campus for each semester and inter-session; the Self Study and Team Accreditation Reports for each campus; Adoption budget; annual report reflecting new year budgeted revenues and expenditures and prior year actual revenues and expenditures by object and activity at the four (4) digit level.

All written requests for information from the Faculty Association President shall be responded to within thirty (30) calendar days of receipt [and the Faculty Association President shall respond to written requests for information from the District within thirty \(30\) calendar days.](#)

If it is appropriate, the requests shall be provided earlier.

Days when the District office is closed for holidays are excluded from this tabulation.

4O. Access to Unit Member Information

Upon completion of this Agreement, the District shall furnish the Faculty Association with a listing of names, addresses, and telephone numbers of all unit members except those individuals who specify in writing that they wish to keep such information confidential. No more than three (3) times a year the District, upon request and within thirty (30) consecutive working days, shall provide the Faculty Association with the list of the members of the bargaining unit.

[Upon request, the District shall provide the Faculty Association President with a list of unit members paying membership dues for the period requested within thirty \(30\) calendar days of receipt of the request.](#)

4P. Transaction of Official Faculty Association Business

Unit members duly authorized as representatives of the Faculty Association shall be permitted to transact official Faculty Association business as provided by law throughout

the District. However, such activity shall in no way interfere with classroom instruction the educational process, student services, or assigned duties of employees.

4Q. Rights and Benefits

Rights and benefits of unit members set forth in this Agreement shall accrue to unit members.

4R. Faculty Association Rights to Attend and Present at New Faculty Orientation

The Faculty Association President shall be notified of all new group faculty orientation sessions that occur at the beginning of each semester. The Faculty Association shall be invited to present materials about the Faculty Association at these orientation sessions or, for online training/orientation, the Faculty Association may provide an informational video that shall be included as part of the online orientation.

4S. Website

The District may include on its District Office of Human Resource Services website a link to the Faculty Association website.

