

ARTICLE 8

Association Rights

8.1 **No Reprisals**

The Association and the Board agree that no reprisals shall 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.

8.2 **Negotiations with Other Organizations**

The Board and its authorized representatives agree not to negotiate with any other organizations or individuals, including the Academic Senate, upon matters for which ACE is the exclusive representative, on matters within the scope of bargaining. ACE agrees that neither it nor its authorized representatives shall negotiate privately or individually with any person or persons not officially designated by the Board as its official representative in matters upon which ACE is the exclusive representative within the scope of bargaining.

8.3 **Use of Facilities**

ACE shall have the right to use District facilities at reasonable times in accordance with the District regulations and procedures and State Civic Center Act provisions. Use of such facilities shall not interfere with or interrupt normal District operations. ACE agrees to leave facilities used in a clean and orderly condition or compensate the District for special janitorial/maintenance work required, at cost.

8.4 **ACE Business and ACE Meetings**

Business:

A reasonable number of duly authorized representatives of the Association may transact official business on campus property at times other than their scheduled duty assignments.

Meetings:

No member shall be released from his/her assigned duties to attend ACE meetings without the District's consent, specifically the college President, in advance, unless specifically provided for in some other provision of this agreement.

8.5 **Notification**

ACE shall provide in writing or electronically to the District, specifically the Associate Vice-Chancellor of Human Resources or designee, each semester, by September 15 and February 15, and updates as required, the names of the duly authorized ACE representatives.

8.6 **Bulletin Boards/Mailboxes/E-Mail/Technology Resources**

8.6.1 ACE shall have the right to use institutional bulletin boards **and** mailboxes **at no charge, and e-mail** subject to reasonable regulations and laws, ~~including but not limited to Education Code Section 7054, without charge.~~

ACE shall have the right to use District technology resources, including computers, internet access, and e-mail at no charge, subject to reasonable regulations and laws.

ACE shall be allowed to maintain a website on the District's server at no charge.

As specified in Education Code 7054, District funds, services, supplies or equipment **including the aforementioned resources made available to ACE** shall not be used for the purpose of urging the support or defeat of any **public** ballot measure or candidate.

8.6.2 All communications must be dated and contain ACE identification as the originator/distributor.

8.6.3 With advance approval by the College President to the ACE President, audio-visual equipment not being required for District use may be used on campus for ACE business. ACE shall assume any damage or repair costs.

~~8.6.4 ACE shall have the right to use District technology resources, including computers, internet access, and e-mail subject to reasonable regulations and laws.~~

~~8.6.5 ACE shall be allowed to maintain a website on the District's server.~~

8.7 **Information to Association**

8.7.1 **Board Agenda/Minutes**

The District shall furnish the ACE President five (5) copies of all official Board minutes and five (5) copies of each agenda packet, excluding all confidential information or materials as defined by applicable law. Such materials shall be furnished to ACE no later than the time they are furnished to the Board.

8.7.2 **Policies and Regulations**

8.7.2.1 The District shall provide the ACE President a copy, simultaneous with distribution to management, of any changes, additions, alterations or deletions in order to maintain one (1) book of Board Policies and one (1) copy of Administrative Regulations.

- 8.7.2.2 Written materials governing conditions of employment of members of the unit, such as rules, procedures, guidelines, or work requirements that are distributed by the District or colleges to members or groups of members shall be provided to ACE.
- 8.7.2.3 The District shall provide once annually, one month after the beginning of the Fall semester, a list of regular/contract members and home addresses on record with the District. The District shall provide the name and home address of any additional regular/contract members, whose employment commences after that date. The District shall provide once annually, six (6) weeks after the beginning of the Fall semester, a list of associate members and home addresses on record with the District. The District shall provide the name and home address of any additional associate members whose employment commences after that date. These listings may be transmitted in electronic form. Pursuant to Government Code Section 6254.3, a member (regular, contract or associate) may request in writing that his/her address and telephone number be removed from any mailing list unless exclusively needed by the District to contact the member. ACE agrees that it shall indemnify and hold the District harmless from any liability from any and all claims, demands, lawsuits or other actions arising from implementation or compliance with the terms of this section by the District. (Government Code Sec 3546 (e)(f))
- 8.7.2.4 Upon request, ACE shall be provided with (1) copy of materials and data which is made available to the public, without charge. Requests for more than one (1) copy, or requests for materials or data in formats not usually issued, shall be charged to ACE in an amount not to exceed costs.
- 8.7.2.5 At the time of submission to the Board, the District shall provide to the ACE Budget Analyst one hard copy each and to the ACE Secretary one electronic copy, if available, each of CCAF-311, CCAF-311Q, CCAF-320, and CCFS-350A. The District shall make available all financial data system reports from which the data is taken.
- 8.7.2.6 Other budget/study data prepared by the District for general usage may be made available upon request to and approval by the Chancellor or designee.
- 8.7.2.7 **By September 30 of each Academic Year, the District shall provide the ACE secretary with an electronic copy of the District Position Control file; the ACE Secretary shall notify the Associate Vice-Chancellor of Human Resources of any discrepancies between the District Position Control File and the ACE job descriptions; the Associate Vice-Chancellor of Human Resources shall make the changes required to comply with the provisions of this agreement within 30 days of notification and shall provide the ACE secretary with an amended electronic copy of the District Position Control File.**

8.8 **Association/District Consultation**

Parties agree relationships may be facilitated by consultation meetings. Either party may request a consultation meeting where they believe a resolution of a problem or problems may be feasible. The party requesting such a meeting shall, in writing, submit an agenda to allow understanding of the problem to be discussed, and the date, time and place requested. The receiving party shall, within three (3) workdays, notify of agreement or non-agreement to such a meeting. Such meeting shall not be unreasonably denied. All meetings shall be held during ACE attendees' non-duty hours. Neither party shall have more than three (3) representatives at any such meeting unless mutually agreed to prior to the meeting. It is agreed these meetings are not to be used or intended to bypass the grievance procedure and shall not constitute any invitation to re-negotiate any provision of this agreement.

8.9 **ACE Released/Reassigned Time**

8.9.1 **Released/Reassigned Time to Attend Negotiations**

Whenever possible, negotiation meetings shall be arranged outside the scheduled assignments of all ACE negotiating team members; when necessary a maximum of five (5) members shall be released from their regular work duties, with no loss of pay or benefits, to attend negotiation meetings with the District.

8.9.2 **Released/Reassigned Time for Grievance Processing**

The ACE grievance officers, if not classroom instructors, shall be released from regular work duties with no loss of pay or benefits to accompany a grievant to present a grievance. Whenever possible, meetings shall be arranged outside the scheduled assignment of all parties.

8.9.3 **Released/Reassigned Time and Reimbursement**

The District shall provide .80 FTEF of total released/reassigned time in each semester (1.60 FTEF per academic year) for negotiations at no cost to ACE. ACE may purchase additional released/reassigned time up to a maximum of 2.80 FTEF in each semester (5.60 FTEF per academic year) for ACE operations at a cost to ACE equal to the average associate faculty member's salary.

The average associate faculty member salary shall be provided by the Fiscal Services Office.

ACE shall provide members' names and the released/reassigned time to the Associate Vice-Chancellor of Human Resources, in writing, prior to September 15 for the Fall semester and prior to February 15 for the Spring semester.

No more than one faculty member may be assigned a maximum of 1.00 FTEF per semester (2.0 FTEF per academic year) of ACE released/reassigned time or a combination thereof in any capacity.

8.10 **Copies of Agreement**

The District agrees to print and publish a sufficient number of copies to provide each member a copy of the agreement. ACE may purchase additional copies, up to two hundred (200) in number.

8.11 **Representation/Service Fee**

8.11.1 The District shall deduct the amount of the fair share service fee from the wages and salary of regular/contract and associate employees as follows: (1) Regular/contract members – 1% of regular salary and (2) Associate members - \$20 per semester. Thereafter, the employee shall, as a condition of continued employment, be required to either join the Association or pay the fair share service fee (See Representation Form in Appendix xx). The amount of the fee shall not exceed the dues that are payable by members of the Association and shall cover the cost of negotiations, contract administration, and other activities of the Association that are germane to its functions as the exclusive bargaining representative. Fair share service fee payers shall have the right to receive a rebate or fee reduction upon request to the ACE president, of that portion of their fee that is not devoted to the cost of negotiations, contract administration, and other activities germane to the Association's function as the exclusive bargaining unit. Members who are temporarily assigned to an administrative position, who are on voluntary leave without pay, and members who are on laid-off status, shall be exempt from these provisions.

8.11.2 Any employee who is a member of a religious body whose traditional tenets or teachings include objections to joining or financially supporting employee organizations shall not be required to join, maintain membership in, or financially support any employee organization as a condition of employment, except that such employee shall be required, in lieu of a service fee, to pay sums equal to the service fee either to a nonreligious, non-labor organization or charitable fund exempt from taxation chosen by such employee.

(Government Code Section 3546)

Payment of membership dues, service fees, or contributions to scholarship funds shall be made by payroll deduction.

8.11.3 The District is under no obligation to make payroll deductions for periods during which a member is either terminated from employment or not on the District's payroll for any reason, including, but not limited to, layoff and voluntary leave of absence without pay for more than thirty (30) days.

8.11.4 Upon the re-hiring of any member, or upon the recalling of a member from layoff status, the District shall treat such member as a new member, in terms of service fees.

8.11.5 **Hold Harmless and Indemnify Provision**

ACE shall hold the District harmless, and shall fully and promptly reimburse the District, for any fees, costs, charges or penalties incurred in responding to or defending against any claims, disputes or challenges which are actually brought against the District in connection with the administration or enforcement of any section in this article pertaining to representation/service fee.

8.11.5.1 Upon notice that the District is going to seek indemnification and be held harmless under this provision, ACE shall have the right to meet with the District regarding the reasonableness and merit of any claim, demand, suit, or action for which the District seeks indemnification, and shall attempt to agree whether any such action listed above shall be compromised, resisted, defended, tried, or appealed.

8.11.5.2 In determining whether or not such actions shall be compromised, resisted, defended, tried or appealed, the District shall defer to ACE interests if the District does not have a distinct and separate legal interest in the disputed matter.

8.11.5.3 The District shall not be entitled to be reimbursed for any costs for which ACE was not properly notified and provided the opportunity to discuss as set forth herein; nor shall the District be entitled to any reimbursement when the District's efforts in defending against such action would be duplicative, or when the District does not have a separate and distinct interest to defend.