

## Article 3 ASSOCIATION RIGHTS

- 3.1 The Association retains all rights guaranteed to employee organizations under Government Code Sections 3540 and following and all rights accorded by the Public Records Act (Gov. Code Sec. 6250 and following), the Ralph M. Brown Act (Gov. Code Sec. 54950 and following), and all other applicable provisions of law, and the exercise of the Association's rights shall be limited only by the terms of this *Agreement*. The rights retained by the Association include, but are not limited to, the right to have access to any record containing information relating to the conduct of the District's business that is open to inspection under the Public Records Act (including but not limited to records relevant to the preparation of the annual District budget), the right to receive a notice and agenda for each Board meeting, and the right to receive the name, address and salary of each faculty employee.
- 3.2 All written policies, rules, regulations or procedures governing conditions of employment of the members of the bargaining unit that are to be generally distributed to faculty employees shall be provided to the Association. General distribution means distribution to an entire division, segment, program, college or other administrative unit of the District.

### Elective Payroll Deductions

- 3.3 Upon filing an appropriate form provided by the Board, each faculty employee shall have the right to have deductions of at least \$2 per item made from their monthly salary for the following:
- 3.3.1 Contributions to:
- 3.3.1.1 A Flexible Spending Account under Section 125 Pre-Tax Salary Deduction Health Care Reimbursement Plan and/or Dependent Care Reimbursement Plan in accordance with IRS regulations (Section 125 accounts are available for regular and contract faculty only);
  - 3.3.1.2 Any special fund administered by the Board, by FA, or both;
  - 3.3.1.3 Any tax-exempt charitable organization, if at least twenty-five (25) employees request a deduction for the same charitable organization;
  - 3.3.1.4 A student loan fund or a student assistance fund administered by the Board;
  - 3.3.1.5 The Foothill-De Anza Foundation.
- 3.3.2 Dues to a local or statewide professional association or any other professional organization affiliated or otherwise connected with a statewide professional organization which authorizes the statewide organization to receive membership dues on its behalf.

- 3.3.3 Payment to a credit union.
- 3.3.4 Premiums for insurance sponsored by a professional association, FA, or the District and, for part-time faculty employees only, premiums for State Disability Insurance (SDI).
- 3.3.5 Purchase of:
  - (A) Deferred compensation plans approved by the Board. Changes shall be made in accordance with IRS regulations. A list of qualified vendors is available at the Business Services website. Faculty enrolled prior to October 2004 in plans not included on this list are not required to change vendors;
  - (B) Government savings bonds.
- 3.3.6 Such other payments or contributions as may be mutually agreed upon by the Board and FA.

No deduction shall be permitted during the term of this *Agreement* for the payment of any dues, fees, or contributions to any employee organization (bargaining unit) as defined in Government Code Section 3540.1 other than FA.

### **Association Representatives and Release Time**

- 3.4 On or before June 30 of each year, the Association shall provide the Board with a list of the faculty employees who will serve as Association Executive Council members during the succeeding academic year. Upon the timely receipt of the list, the Board shall establish a work assignment for each Association Executive Council member that will reasonably permit them to attend the regular meetings of the Council.
- 3.5 During the first two weeks of the quarter preceding the commencement of negotiations on an agreement to succeed this *Agreement*, or on any Re-openers contained in this *Agreement*, the Association shall provide the Board with the names of a reasonable number of faculty employees who will serve as the FA negotiating team. Upon the timely receipt of this information, the Board shall establish a work assignment for each member of the negotiating team that will reasonably enable the parties to establish regularly scheduled negotiating sessions of at least two per week at which all team members can be present.
- 3.6 For the purpose of meeting and negotiating and for the processing of grievances, faculty employees representing the Association shall receive reasonable periods of release time as follows:
  - 3.6.1 The Association may request and the Board shall provide release time equivalent to a maximum of 4.0 full-time faculty assignments.
  - 3.6.2 In addition to Section 3.6.1, when the *Agreement* is being negotiated in its entirety or District budget and shared governance activities, conciliation matters, or finance-related negotiations occur during the Summer Session, the Board shall provide release time up to 0.25 of a full-time faculty

assignment if the Faculty Association funds a like amount. Such release time shall be granted only to those faculty who use the release time during the summer session.

- 3.6.3 In addition to the release time provided for in subsection 3.6.1, the Board shall provide further release time as requested by the Association, if the Association reimburses the Board for the full cost of any release time so requested.
- 3.6.4 The cost of release time provided under subsection 3.6.3 shall be equal to the full cost (including salary, paid benefits and retirement contributions, to the extent applicable) the Board would have to incur to replace the faculty employees granted release time. The full replacement cost shall be calculated by using the average compensation paid to part-time temporary faculty employees employed by the District during the academic year the release time is provided.
- 3.6.5 Each quarter, at least two weeks before the date on which Division Deans are required to submit tentative class schedules, the Association shall inform the Board of the names of faculty employees it has designated to receive release time during the quarter and the extent to which each will be released from their normal duties.
- 3.6.6 All release time provided under this section shall be distributed in a manner requested by the Association, provided that all release time shall be granted in complete service increments only. A complete service increment is one course per quarter or its equivalent.

### **Representation on Committees**

- 3.7 For each of the following committees the Association may designate a faculty employee/s to represent it as a member/s of the committee:
  - 3.7.1 Academic and Professional Matters (APM);
  - 3.7.2 Chancellor's Advisory Council (CAC);
  - 3.7.3 De Anza College Council;
  - 3.7.4 De Anza Curriculum Committee;
  - 3.7.5 District Budget Advisory Committee (DBAC);
  - 3.7.6 District Diversity and Equity Advisory Committee (DDEAC);
  - 3.7.7 District Human Resources Advisory Committee (HRAC);
  - 3.7.8 District Educational Technology Advisory Committee (ETAC);
  - 3.7.9 Foothill College Governance Council (MIPC);
  - 3.7.10 Foothill Curriculum Committee;

3.7.11 Any other committees mutually agreed upon by FA and the Board; however, nothing in this article requires the continuation of a designated committee, Joint Labor Management Benefits Council (JLMBC). The FA is encouraged to participate on appropriate committees covering topics within the scope of representation.