

1 **MEMORANDUM OF UNDERSTANDING BETWEEN THE**
2 **YUBA COMMUNITY COLLEGE DISTRICT**
3 **TO THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**
4

5 **December 9, 2019**
6

7 The memorandum of understanding between the Yuba Community College District to the Yuba
8 College American Federation of Teachers is expressly entered into pursuant to the Education
9 Employment Relations Act and the Collective Bargaining Agreement between the parties. This
10 agreement is intended to resolve all issues relating to 2017-2018 and 2018-2019:
11

12 **ARTICLE 7**
13 **SALARIES/BENEFITS**
14

- 15 1. For 2017-2018, the 2016-2017 Salary Schedule (Exhibit B) shall be adjusted by the 100%
16 of state-funded COLA as provided for in the adopted state budget.
17
18 2. For 2018-2019, the 2017-2018 Salary Schedule (Exhibit B) shall be adjusted by 100% of
19 the state-funded COLA as provided for in the adopted state budget.
20

21 Effective August 1, 2018, all part-time faculty who teach lab classes will be paid at .85
22 their lecture rate for every hour of lab instruction.
23

- 24 3. Any retroactive payments due under this MOU shall be payable with the nearest payroll
25 that occurs after 90 days from the date this MOU is executed and approved by all parties.
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27 Yuba Community College District
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Yuba College – American Federation of Teachers


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**TENTATIVE AGREEMENT BETWEEN THE
YUBA COMMUNITY COLLEGE DISTRICT
TO THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

March 14, 2019

This tentative agreement between the Yuba Community College District and the Yuba College American Federation of Teachers is expressly entered into pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 2
FEDERATION RIGHTS**

2.1 YC-AFT Access to District Facilities

YC-AFT shall have the right to use District mailboxes and bulletin board spaces designated by the District subject to the following conditions: (a) all postings for bulletin boards or items for District mailboxes must contain the date of posting or distribution and the identification of the organization, together with a designated authorization by a YC-AFT officer; (b) YC-AFT will not post or distribute information which is derogatory or defamatory of the District or its personnel.

2.1.1 YC-AFT shall have the right to use District facilities at reasonable times for the purpose of meetings concerned with the exercise of rights provided by the Rodda Act, and providing that the conduct of such business does not interfere with District operations or with the duties of District employees.

2.1.2 YC-AFT representatives shall have the right of access to unit members, provided it doesn't interfere with the educational process. Such duly authorized representatives shall be permitted to transact official business as necessary to the performance of YC-AFT responsibilities to members of the bargaining unit, except that such access shall not interfere with the operations of the District and shall not interfere with the duties of unit members or other District employees.

2.1.3 The District shall make best efforts to provide every unit member with a mailbox in the established central location for mail distribution at his or her work site. At the beginning of each semester, the District shall provide email addresses for all current unit members to YC-AFT, for the purpose of facilitating communication among unit members regarding matters relevant to employment with YCCD.

2.2 Information to YC-AFT and Orientation Meetings

2.2.1. The District shall furnish to YC-AFT information upon request concerning the bargaining unit and budget data. Board agendas and minutes will be sent automatically.

2.2.2 Employee Information

~~The name and non-confidential addresses and telephone numbers of unit members, as provided to the District by the unit members, shall be~~

53 provided to YC-AFT. The information shall include the number of units
54 being taught, and the worksites of the unit members
55

56 2.2.2.1 The District shall furnish to YC-AFT contact information on new
57 hires. The information will be provided to YC-AFT electronically via
58 a mutually agreeable secure FTP site or service, within 30 days
59 from the date of hire of a newly hired employee or by the first pay
60 period of the month following hire. This contact information shall
61 include the following items:
62

- 63 i. First Name;
- 64 ii. Middle initial;
- 65 iii. Last name;
- 66 iv. Suffix (e.g. Jr., III)
- 67 v. Job Title;
- 68 vi. Department;
- 69 vii. Primary worksite name;
- 70 viii. Work telephone number;
- 71 ix. Work Extension;
- 72 x. Home Street address (incl. apartment #);
- 73 xi. City;
- 74 xii. State;
- 75 xiii. ZIP Code (5 or 9 digits);
- 76 xiv. Home telephone number (10 digits) if on file with the
77 District;
- 78 xv. Employee cellular telephone number (10 digits) if on file
79 with the District;
- 80 xvi. Email address of the employee if on file with the District;
- 81 xvii. Assigned Units including intersessions.
82

83 ~~Within thirty (30) days after the start of fall and spring semesters.~~
84

85 2.2.2.2 "Newly hired employee" or "new hire" means any employee hired
86 by the District into the part-time faculty bargaining unit represented
87 by YC-AFT subsequent to the prior new employee orientation.
88

89 ~~Within two (2) weeks after the start of the summer session.~~

90 2.2.2.3 The District shall provide YC-AFT with a list of all bargaining unit
91 members' names and same information in the same format as
92 Article 2.2.2.1, above, on the last working day of September,
93 January, and May.
94

95 2.2.3 New Employee Orientation/Onboarding 96

97 2.2.3.1 The District shall provide YC-AFT mandatory access to new
98 employee orientations, if conducted. "New employee orientation"
99 means the onboarding process of a newly hired public employee,
100 whether in person, online, or through other means or mediums, in
101 which employees are advised of their employment status, rights,
102 benefits, duties and responsibilities, or any other employment-
103 related matters.
104

105 **2.2.3.2 YC-AFT shall receive not less than ten (10) days' notice in advance**
106 **of any orientation/onboarding, except that a shorter notice may be**
107 **provided in a specific instance where there is an urgent need critical**
108 **to the District's operations that was not reasonably foreseeable. For**
109 **any new faculty member hired after a scheduled**
110 **orientation/onboarding, the District may meet this obligation by**
111 **providing not less than ten (10) days' notice that new faculty may be**
112 **sent a new hire packet electronically between the week prior and**
113 **two weeks after the start of classes.**

115 **2.2.3.3 In the event the District conduct one-on-one or group orientations**
116 **with new employees, YC-AFT shall have thirty (30) minutes for one**
117 **(1) YC-AFT representative to conduct its portion of the orientation**
118 **session. A YC-AFT Labor Relations Representative may attend the**
119 **orientation session. The Federation shall be allowed to present**
120 **written materials, including a membership authorization form, during**
121 **their presentation.**

123 **2.2.4** District shall post on the District website all current Board Policies and
124 Administrative Procedures and shall, for the duration of this Agreement, notify
125 YC-AFT of all changes to Board Policies and Administrative Procedures by
126 electronic format within thirty (30) days of the Board action.

128 2.3 **Dues Deductions and Agency Fees**

130 2.3.1 Upon receipt of written authorization from ~~unit members~~ YC-AFT, the District
131 shall deduct from the pay of unit members the normal and regular monthly YC-
132 AFT membership dues of 2%. ~~The District shall deduct the normal and~~
133 ~~regular agency fee of 2% from the pay of all unit members who have not~~
134 ~~authorized YC-AFT membership dues.~~ All such deductions shall be
135 forwarded to YC-AFT_i within seven (7) business days.

137 ~~**2.3.1.1 Upon receipt of written authorization from the YC-AFT the District shall**~~
138 ~~**reduce, discontinue, or reinstate the agency fee for any named unit**~~
139 ~~**member.**~~

141 ~~**2.3.1.2**~~ The District shall not be obligated to put into effect any new, changed,
142 reinstated or discontinued deduction unless the change is in the District payroll
143 office prior to the tenth (10th) of the month.

145 ~~**2.3.1.3**~~ YC-AFT agrees to indemnify, defend, and hold the District harmless against
146 any claims made of any nature whatsoever and against any claim or suit
147 instituted against the District arising from its collection and deduction and
148 payment of YC-AFT membership dues ~~or agency fees~~.

150 **2.3.1.4 MAINTENANCE OF DUES AUTHORIZATION CHECKOFF**

152 **The District will honor YC-AFT's certification of an employee's written**
153 **authorization for dues deductions until such time as YC-AFT notifies the**
154 **District that such authorizations have been revoked by the employee in**
155 **writing pursuant the terms of the dues authorization form.**

Any employee who is paying dues may stop making those payments by giving written notice to the Union during the period not less than thirty (30) and not more than forty-five (45) days before 1) the annual anniversary date of the employee's authorization or 2) the date of termination of the applicable contract between the employer and the Union, whichever occurs sooner. The employer will honor the employee's check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

2.4 College Membership Meetings

2.4.1—On twenty-four (24) hour notice to the college president or designee, YC-AFT's campus representative shall have the right to schedule college membership meetings during normal operating hours in the buildings of the campus, provided that no member shall be released from his/her scheduled classes for such meetings, and provided that facilities are available.

2.5 Copies of this Agreement

2.5.1—The cost of printing the copies of this Agreement shall be shared equally between YCCD and YC- AFT. After it becomes effective, a copy shall be distributed to each member of the bargaining unit now employed, or hereafter employed.

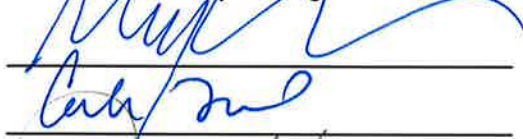


2.6 Release Time



2.6.1 YCCD shall provide to YC-AFT the equivalent of fifteen (15) units of pay at the hourly rate of step one, column one (Lecture), per semester for the purpose of contract administration and grievance processing.

2.6.2 In accordance with Education Code Section 87768.5, upon request, unit members serving as elected officers of the Federation or an affiliated organization shall be granted additional paid leave for services as an elected officer and for other federation business. The Federation shall reimburse the District within 10 days after receiving the District's certification of payment of compensation to the employee for this additional leave. (Educ. Code § 87768.5.)

Yuba Community College District

Yuba College – American Federation of Teachers

TENTATIVE AGREEMENT BETWEEN THE
YUBA COMMUNITY COLLEGE DISTRICT
AND THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS

October 21, 2019

This tentative agreement between the Yuba Community College District and the Yuba College American Federation of Teachers is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 4
WORKLOAD/ASSIGNMENTS**

4.1 Assignments shall be made to meet the needs of the District and shall be made considering the following factors: qualifications, satisfactory evaluations (in all aspects of the evaluation) special job-related skills, and scheduling needs of the District.

4.1.1 Unit members may teach up to twenty (20) load units per academic year (excluding summer session).

4.1.2 Unit members may be assigned a combination of teaching and non-teaching academic assignments to a maximum of 67% of a full-time **faculty** assignment. ~~Example: A unit member has a teaching assignment of 3.0 units (20%) and non-teaching assignment of 336 hours (47%) per semester, which would equate to a maximum assignment of 67%. (Exhibit A). If the law changes regarding the maximum assignment for part-time faculty, the parties shall reopen negotiations regarding any impacts upon request of either party.~~

4.1.2.1 67% teaching load is the maximum allowable assignment for **certificated faculty** duties. Professional ancillary duties such as Academic Senate, committee assignments and assignment as a Public Safety Facilitator, and other assignments as mutually agreed upon, shall not count towards the 67% **certificated faculty** assignment.

4.1.3 In a non-teaching assignment, unit members may complete 26.67 hours of non-teaching per week for 36 weeks for a maximum of 960 hours per academic year (exclusive of summer session).

4.1.4 The performance of substitute services on a day-to-day basis by members of the unit shall not be considered as an assignment within the meaning of this Agreement, nor for the purposes of determining whether an individual is performing 67% or more of a full-time assignment within the meaning of the Ed Code §87482.5.

4.1.5 Part-Time Faculty Member Return Rights.

4.1.5.1 Within the schedule of classes as determined by the District, part-time faculty who ~~teach~~ have taught a minimum of six (6) semesters of general education and pre-collegiate courses shall ~~have~~ be entitled to

seniority-based rights to continue teaching a load equal to the highest load taught in any of the last six (6) semesters up to a maximum load of six (6) semester units.

4.1.5.1.1 Seniority-based return rights will not apply to courses with curriculum mandated by a state organization, for example but not limited to, POST, STC, State Fire Marshal and EMT.

4.1.5.1.2 The District shall make seniority-based assignments as described above consisting of a minimum of two (2) courses OR one course and associated labs OR other assignment up to a maximum load of six (6) semester units.

4.1.5.2 Any additional assignments shall be made at the District's discretion after all seniority-based assignments have been made each semester. Upon completing seniority-based assignments, the District may assign the unit member additional units up to a maximum of 67% FTE or twenty (20) units per academic year, excluding summer. The District may endeavor to balance the unit member's teaching assignment within each academic year. By way of example, a unit member who has a twelve (12)-unit load in one semester may have an eight (8)-unit load the next, or vice versa. The parties acknowledge and understand that the ability to balance loads between semesters does not create additional full-time faculty legal rights and privileges for unit members.

4.1.5.3 **Part-time faculty return rights are based on primary Fall and Spring semester assignments.** Courses taught during **intersession and** summer session shall not be counted in determining a part-time faculty member's load. **Intersession is considered part of spring load.**

4.1.5.4 The return rights set forth in Sections 4.1.5.1 through 4.1.5.3 above are to a unit load that the part-time faculty member has taught and the part-time faculty member has received a satisfactory evaluation. Part-time faculty who receive an unsatisfactory evaluation shall lose return rights.

4.1.5.4.1 Counselors and Librarians shall have the same return rights as instructors.

4.1.5.5 Seniority shall be based on total units taught under this contract from July 2000 forward. Teaching load of Cooperative Work Experience (CWE) instructors shall be considered in determining unit members' seniority standing effective July 1, 2015.

4.1.5.6 Seniority shall be earned at one of the following three sites, and return rights to teach a load at the site at which seniority is earned. Seniority for outreach areas will be earned for the site from which the outreach is administered. (i.e., Beale AFB **and Sutter County Campus are is** administered to Yuba College, **Sutter County Campus is** **administered to Yuba College** and Colusa **Outreach County Campus** is administered to WCC) part-time faculty members shall earn seniority at one of the following sites:

- 105
106 4.1.5.6.1 Yuba College
107
108 4.1.5.6.2 Woodland Community College
109
110 4.1.5.6.3 Clear Lake County Campus
111
112 4.1.5.7 Teaching assignments will be offered to part-time faculty members
113 based upon their earned seniority. Management has the right to offer
114 assignments to any qualified part-time faculty member once all qualified
115 part-time faculty members with more seniority are offered assignments
116 to their maximum load. The unit member shall have five (5) business
117 days to accept an offer of assignment, unless the District expressly
118 provides for more time to respond in the written offer of assignment.
119
120 4.1.5.8 The return rights articulated in Article 4.1.5 are for initial scheduled
121 assignments only and are for units, not specific courses. For purposes
122 of this Article, "initial scheduled assignments" means assignments
123 offered to and accepted by unit members that are in writing and made
124 through official District practices and protocols, **and pursuant to 4.3 of**
125 **this article**. In the event a class is cancelled, there are no bumping
126 rights. Unit members shall receive notice before an assigned class is
127 cancelled. The District shall attempt two methods of communicating
128 such notice using the most recent contact information for the unit
129 member. Unit members shall be paid for the first week of an assignment
130 when class is cancelled **or reassigned to a full-time faculty member**
131 less than two weeks before the scheduled start date.
132
133 4.1.5.9 ~~A-u~~Unit members may opt to have their return rights transferred to a
134 different location within the District. To do so, unit members must notify
135 the District, in writing, of their interest to transfer their return rights to a
136 different location within the District.
137
138 4.1.5.10 Seniority based assignments shall not be made to any course involving
139 a class meeting, lecture, lab, or other teaching component, on
140 Saturdays without the prior agreement of the unit member. Assignments
141 made at the District's discretion, as described in section 4.1.5.2, may
142 involve Saturday teaching components, with or without the unit
143 member's agreement.
144
145 4.2 ~~Effective with the summer 2006 session, u~~Unit members will ~~begin to~~ accrue
146 summer return rights to a load equal to that which the member has taught in previous
147 summer semesters, to a maximum of six (6) units. Summer return rights only apply to
148 summer courses **in subsequent years**.
149
150 4.3 The District will make available to currently employed unit members a form on which
151 they may indicate their interest **and availability** in an assignment for a subsequent
152 semester, including the summer session. Those part-time unit members who respond by
153 the deadline will be notified no later than thirty (30) days prior to the start of the semester
154 of the requested assignment if they are not to be sent a tentative contract. **Such**
155 **notification will be either (1) by District mail, (2) by U.S. Mail using the address**

provided on the Instructor Availability/Preference Form, or (3) by email using the faculty member's District assigned email address.

~~4.3.1~~—An administrative oversight that may cause failure to provide such notice will not entitle the affected member to an assignment.

4.4 All available part-time faculty positions (not already assigned) shall be posted on the affected division bulletin board and a copy will be sent to the YC-AFT President.

4.5 **Emergency Hires**

~~4.5.1 An emergency hire is an abrupt short turn-around time in which a faculty must begin a class, e.g., when a class is abandoned by current faculty or no pool exists for replacement personnel.~~

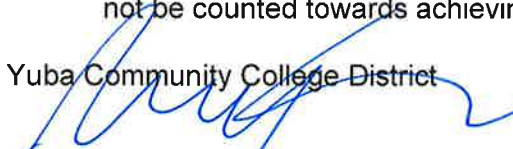



~~4.5.2 At the end of each semester, the District will provide a list to the YC-AFT President of emergency hires and the incentives.~~



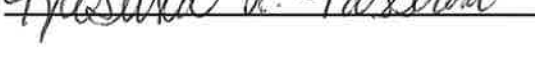
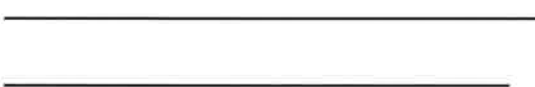
4.6—Leave of Absence

~~4.6.1 A u~~Unit members may notify the District, in writing, of their interest to take an unpaid leave of absence for up to two (2) semesters, with approval from the District. If a unit member requests and is approved for a leave of absence, the duration of the leave will not be counted towards achieving or loss of return rights.

Yuba Community College District

Yuba College – American Federation of Teachers

**TENTATIVE AGREEMENT BETWEEN THE
YUBA COMMUNITY COLLEGE DISTRICT
TO THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

February 28, 2019

This tentative agreement between the Yuba Community College District and the Yuba College American Federation of Teachers is expressly entered into pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 6
PUBLIC SAFETY FACILITATORS**

6.1 Public Safety Facilitators are certificated non-teaching assignments. Therefore, each Public Safety Facilitator will meet the minimum qualifications for the assignment.

6.1.1 Public Safety Facilitators are designated as an "ancillary duty" and shall not be counted towards the calculation of 67%.

6.2 Public Safety Facilitators will work under the direction of the Director of Public Safety and will be responsible for:

- Preparing and maintaining equipment for their respective assignment
- Assigning equipment to cadets in their respective academies
- Attending meetings with governmental agencies as directed by the Director of Public Safety
- Assure that all cadets of the respective academy meet the minimum standards
- Assure that instructors for the respective assignment maintain and update all required certifications to meet minimum qualifications.

[....]

ARTICLE 10—CONFERENCE AND TRAVEL

10.1 Conference and Travel funds are the funds available to unit members from the Staff Development Funds and are to be used to upgrade or improve the unit member's ability to perform his/her assignment.

10.1.1 The funds may be used to cover the cost of transportation, meals, lodging, registration fees or other expenses related to a professional conference, seminar or class.

10.2 Guidelines

10.2.1 To be eligible, a unit member must have taught a minimum of four (4) out of the last eight (8) semesters (or summer session) for the District.

10.2.2 Funds are awarded on a first come, first served basis.

52 10.2.3 The maximum amount per unit member shall be determined by the District's Staff
53 Development Committee.
54

55 10.2.4 An eligible unit member will be funded over a two (2) year period of time the
56 amount determined by the District's Staff Development Committee.
57

58 10.2.5 At the conclusion of the funded activity, the unit member must file a one (1) page
59 report summarizing the activity. The report should include how the information
60 obtained will be used in the unit member's assignment. The report will be sent to
61 the Director of Human Resources Development and Personnel Services.
62

63 [...]

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65 **ARTICLE 12**
66 **GRIEVANCE PROCEDURE**
67

68 12.1 Definition
69

70 12.1.1 A grievance shall be a written complaint by:
71

72 12.1.1.1 A unit member that he/she has been adversely affected by a
73 misinterpretation, misapplication or violation of the provisions of this
74 Agreement, or
75

76 12.1.1.2 YC-AFT that it has been adversely affected by a misinterpretation,
77 misapplication or violation of rights directly affecting it or as a co-filer with
78 an individual grievant. In the event that the YC-AFT has a grievance
79 directly affecting it, the grievance shall be filed at Level I, or with the
80 District's consent, at Level II.
81

82 12.1.2 A "day" is an instructional day.
83

84 12.2 Right to Representation
85

86 ~~12.2.1~~ At the College President or designee level, the grievant may choose to be
87 represented either by a YC-AFT agent or him/herself alone.
88

89 ~~12.2.1.1~~ Where the grievant chooses to represent him/herself, the YC-AFT shall have
90 the right to be represented by an observer at meetings between the grievant
91 and the College President or designee. The District shall notify the YC-AFT of
92 such meetings.
93

94 ~~12.2.1.2~~ Whenever a unit member chooses to pursue a grievance without YC-AFT
95 representation, the grievant shall assure that the YC-AFT has been notified by
96 securing the YC-AFT number on the grievance form from the YC-AFT grievance
97 chair.
98

99 ~~12.2.1.3~~ Whenever a unit member chooses to pursue a grievance without YC-AFT
100 representation, the District shall notify the YC-AFT of any settlement mutually
101 proposed by the grievant and the District at any level.
102

103 12.2.1.4 YC-AFT shall have the right of comment prior to finalization of such a proposed
104 settlement.
105

106 12.2.1.5 At Level IV, the grievant must be represented by YC-AFT. Should YC-AFT
107 choose not to appeal to this level, the administrative remedy of the grievant shall
108 be deemed exhausted.
109

110 12.3 Forms for processing grievances shall be designed jointly by YC-AFT and the District.
111

112 12.4 Any level of the grievance procedure may be waived by mutual consent of the grievant
113 and the
114 District.
115

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117 Yuba Community College District
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Yuba College – American Federation of Teachers




**TENTATIVE AGREEMENT BETWEEN THE
YUBA COMMUNITY COLLEGE DISTRICT
AND THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

December 9, 2019

This tentative agreement between the Yuba Community College District and the Yuba College American Federation of Teachers is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 7
SALARIES/BENEFITS**

7.1 Beginning Fall Semester ~~2016~~2019 through the term of the Agreement, the Salary Schedule shall be adjusted by 100% of the State provided COLA, less the salary-driven mandated benefits of 8.175%; however, if any State provided COLA is less than the cost of the salary-driven mandated benefits, there shall be no reduction in the Salary Schedule (Exhibit B).

7.2 The District and YC-AFT agree to endeavor to reach the agreed upon "Parity" definition dependent upon funding allocation provided for Part-Time Faculty Compensation.

7.3 ~~Effective January 1, 2015, i~~Initial placement on the Salary Schedule will be based on the experience of the unit member. Prior experience will be determined by full-time equivalent experience (30 units per step). Subsequent movement will occur when a part-time faculty member successfully completes 15 load units of teaching within the District, including summer session or the equivalent of fifteen (15) load units for non-teaching part-time faculty.

7.3.1 Former full-time faculty who are currently employed by the District in a part-time faculty bargaining unit position and are being paid according to an appropriate Full-Time Extra Pay Schedule shall continue at their current rate of pay, not receiving increases as the Extra Pay Schedule rises, until the top step of the Part-Time Faculty Salary Schedule exceeds their frozen hourly rate. At that time the employee shall be transferred to the top step of the Part-Time Faculty Salary Schedule and shall participate fully in all future increases of that schedule.

7.3.2 Former full-time academic employees who are subsequently hired by the District (August 1, 2002) in a part-time faculty bargaining unit position within two (2) years of their retirement or otherwise leaving their full-time employment with the District shall be placed on the appropriate step of the Part-Time Faculty Salary Schedule. Placement shall be determined according to the number of load units they have had credited with the District. They shall be raised one step for every fifteen (15) load units credited.

7.3.3 Academic Managers hired by the District to teach as part-time professors will be placed at the appropriate Part-Time Faculty Salary Schedule step except for those academic managers hired prior to July 1, 2000. Academic managers hired prior to that date will be placed on the EP schedule for full-time faculty.

7.3.4 A longevity step will be provided on the salary schedule as an additional step. A part-time faculty member will receive this longevity step upon successful completion of 75 semester units, after reaching step seven (7).

7.3.5 For all part-time faculty active as of June 30, 2017, a second longevity step will be provided on the salary schedule as an additional step retroactive to July 1, 2014. A part-time faculty member will receive this second longevity step upon successful completion of 75 semester units after reaching the first longevity step (Step 8). For this section, "active part-time faculty" means any part-time faculty member who is eligible for part-time return rights as set forth in Article 4.1.5 as of June 30, 2017.

7.3.6 To the degree that the District, at its discretion, chooses to employ unit members in Cooperative Work Experience (CWE) instruction, such unit members shall be compensated according to the current salary schedule at the member's appropriate lecture rate, assigned teaching load, and provided STRS service credit on the following basis:

7.3.6.1 One to two hours of instruction for each orientation conducted, as appropriate.

7.3.6.2 One hour of instruction for each student, supervisor, or site visit conducted.

7.3.6.3 Twenty percent (20%) of full-time equivalent load for coordinating visits of other CWE instructors.

7.3.6.4 One-third hour of instruction for each visit appointment which results in a no-show after 20 minutes of the appointment time.

7.3.7 The provisions of sections 7.3.6, 7.3.6.1, 7.3.6.2, 7.3.6.3 shall be implemented retroactively effective July 1, 2015. The provisions of section 7.3.6.4 shall be effective July 1, 2016.
All part-time faculty who teach lab classes will be paid at .85 their lecture rate for every hour of lab instruction.

7.4 Committee Service

7.4.1 There will be a minimum of one space allotted for part-time faculty on all college and district participatory governance committees, task forces, or other groups engaging in participatory governance work.
Part-time faculty will serve on the following District committees: DC3 (2-unit members), District Calendar Committee (1-unit member), and District IT Committee (2-unit members).

7.4.2 A list of current participatory governance committees, number of participants, and compensation is attached as Exhibit E.

The District will notify the Association of any newly formed or changed college and district participatory governance committees, task forces, or other groups engaging in participatory governance work. Unit members who serve on these committees, task forces, or groups will be compensated as follows:

- If the committee, task force, or group meets twice per month or more, the stipend shall be \$825 per semester.
- If the committee, task force, or group meets less than twice per month, the stipend shall be \$425 per semester.
- When part-time faculty are approved by the District (Office of Human Resources) to participate in a hiring committee or other District-approved non-participatory governance activities, faculty will be compensated with a stipend of \$425.

Stipends will be paid at the end of each semester.

Part-time faculty members elected or appointed to the Academic Senate, College Council, District Coordination and Communication Council (DC3), District Distance Learning Committee, District IT Committee, District Calendar Committee, Budget Summit Committee, College SLO Committee, College Flex Committee, and College Basic Skills Initiative will be compensated as follows:

Academic Senate: maximum of two unit members, stipend to be paid at end of each semester. The unit member(s) assigned to Academic Senates will earn a stipend of \$825 per semester per unit member.

College Council: maximum of one unit member per college, stipend to be paid at end of each semester at \$825 per semester per unit member.

DC3: maximum of two unit members, stipend to be paid at end of each semester at \$825 per semester per unit member.

District Distance Learning Committee: maximum of four unit members, stipend to be paid at end of each semester at \$425 per semester per unit member.

District IT Committee: maximum of two unit members, stipend to be paid at end of each semester at \$425 per semester per unit member.

District Calendar Committee: maximum of one unit member, stipend to be paid at end of each semester at \$425 per semester per unit member.

District Budget Summit Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$825 per semester per unit member.

College SLO Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$425 per semester per unit member.

College Flex Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$425 per semester per unit member.

College Basic Skills Initiative Committee: maximum of one unit member per college, stipend to be paid at end of each semester at \$425 per semester per unit member.

Unit members who serve on these aforementioned committees may be eligible for travel and mileage reimbursement pursuant to the District's mileage reimbursement policies.

7.4.32 Unit members may divide the assignment between multiple members for each semester assignment, as allowed by the committee, and will be compensated at the end of the semester only for the semester that they are active in the committee.

7.4.4 The selected unit member shall attend a minimum of 80% of the meetings in order to be compensated.

When part-time faculty are asked to participate in non-shared governance committees, faculty will be compensated with a stipend of \$425.

7.4.5 Unit members who serve on shared governance committees may be eligible for travel and mileage reimbursement pursuant to the District's mileage reimbursement policies.

7.5 Unit members who participate in the development of Student Learning Outcomes (SLOs) shall be, as directed by the college administration, entitled to receive additional compensation in the following manner:

7.5.1 Where the unit member independently develops SLOs in academic departments where there is no full-time faculty, that unit member shall receive a flat rate stipend in the amount of \$500 per course.

7.5.2 Where the unit member develops SLOs in academic departments where there are full-time faculty, that unit member shall receive a flat rate stipend in the amount of \$300 per course.

Upon a credible demonstration by a unit member that he/she has developed SLOs during the 2011-2012, 2012-2013 and 2013-2014 academic years, the unit member shall receive a flat rate stipend in the amount of \$500 per course. The evidence of credible demonstration shall include any of the following:

- Course syllabus and/or course outline
- Student Learning Outcome submitted to the college dean and/or full-time faculty members

7.5.3 The District and Unit acknowledge and understand this stipend structure is also applicable to circumstances in which the unit member has been requested to develop the assessment instrument for the SLO. In this instance, when the college administration requests that the unit member develop the assessment instrument for the SLO, and the unit member agrees, then the unit member will be compensated for the development of the SLO assessment instrument as set forth in paragraphs (subsection) 4 and 27.5.1 and 7.5.2.

7.5.4 This stipend structure shall also apply to unit members who participate in the development of program review including program and services vitality, curriculum development/review, including course outline review and/or development.

7.5.5 The District shall develop an administrative procedure (AP) which governs the implementation of this Article.

7.6 Holistic Scoring

7.6.1 Unit members in the Language Arts Department who participate in the holistic scoring process shall be entitled to compensation for up to three (3) hours per class for which the holistic scoring system is utilized.

7.6.2 Compensation will be at the unit member's lecture hourly rate of pay.

7.6.3 Unit members are required to submit written documentation showing their time spent in holistic scoring.

7.7 Retirement

7.7.1 All YC-AFT unit members will be included in an appropriate retirement plan in accordance with contract language, regulations or law as follows:

7.7.1.1 All newly employed unit members who are required by regulation or law to be in the STRS Defined Benefit Plan shall be placed in that Plan.

7.7.1.2 All newly employed unit members who are eligible for either the STRS Defined Benefit or STRS Cash Balance Plan shall make their election within thirty (30) days of employment. If newly employed unit members fail to make an election, they will be placed in the STRS Cash Balance Plan.

7.7.1.3 All unit members not eligible to be members of the STRS Defined Benefit Plan shall be placed in the STRS Cash Balance Plan, except for those unit members currently in Social Security with the District.

7.7.1.4 Any unit member that is retired from STRS Defined Benefit Plan, shall not participate in either STRS Defined Benefit or Cash Balance plans.

7.7.1.5 All continuing unit members who are currently in Social Security with the District shall remain in Social Security until either they elect or are required by regulation or law to transfer to an appropriate STRS plan.

7.7.1.6 All unit members who are eligible for STRS Defined Benefit Plan may elect to be placed in that Plan at any time.

7.7.2 Participation in a retirement plan is based on eligibility at the time of hire.

7.7.3 CalSTRS Service Credit

A full-time assignment, for part-time academic instructors, for the purpose of Education Code Section 22138.5 is 1080 hours per year.

A full-time assignment, for part-time academic counselors, librarians, and LD specialists, for the purposes of Education Code Section 22138.5 is 1442 hours per year.

A full-time assignment, for part-time work experience instructors for the purposes of Education Code Section 22138.5 is 1080 hours per year.

272
273 7.8 Section 125 Plan
274

275 7.8.1 Unit members may participate in a Section 125 Benefit Plan offered to all
276 employees of the District and approved by the District.
277

278 7.9 Parking
279

280 7.9.1 The District shall provide the opportunity for unit members to obtain a "Staff"
281 parking pass at \$20 per semester through the District's online parking pass ordering and
282 distribution system.
283

284 **7.11 Workload**
285

286 Once a unit member's class enrollment reaches fifty (50) or greater as of the
287 census date, at District expense, classroom/grading assistance shall be provided
288 at the rate of one (1) hour per week per load unit. Such support shall be in
289 addition to any grader time currently provided. The instructor will be responsible
290 for recruiting the classroom/grading assistant.
291

292 7.11.1 For every section with sixty (60) students or more enrolled by the census
293 date, a unit member shall receive an additional stipend equal to one-quarter
294 (25%) of the amount of compensation for the class.
295

296 7.11.2 For every section with seventy-five (75) or more students enrolled by the
297 census date, a Unit Member shall receive an additional stipend equal to
298 one-half (50%) of compensation for the class.
299

300 **ARTICLE 8**
301 **OFFICE HOURS**
302

303 8.1 While the District and YC-AFT acknowledge that unit members are not contractually
304 required to provide office hours to students, the parties recognize that providing office
305 hours has a positive impact to the overall academic success of the student. Additionally,
306 the parties acknowledge that the majority of the unit members provide office hours as an
307 additional instructional service to students.
308

309 8.2 The District will provide a pooled equipped office space at each official college, campus
310 or center within the District for utilization for the office hour program.
311

312 8.3 Eligibility for unit members to participate in the office hour program will be unit members
313 teaching during the fall and spring semesters, including 9-week courses during the regular
314 semester. Unit members must be teaching unit bearing, transfer, degree or certificate
315 courses. Additionally, to be eligible, each unit member will be required to have a
316 minimum load of 20% or 3 units in the semester of the request.
317

318 8.4 Each unit member who is eligible as described in 8.3 will be compensated a flat stipend
319 of \$375.00 per semester, per assignment, to be paid at the end of the semester. The
320 \$375.00 stipend will equate to 15 hours of STRS service credit.
321

322 8.5 Unit members requesting the office hours' stipend will be required to list their office hours
323 and modality on their syllabus and distribute it to students. The modality of the office
324 hour shall be the same as the modality of the class, i.e., an online class shall have
325 an on-line office hour.
326

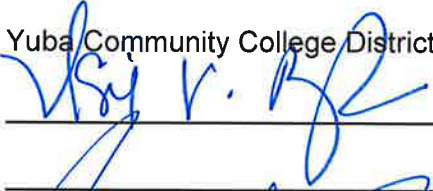
327 8.6 Unit members who request compensation for office hours must complete the "Request
328 for Office Hours" form and submit to the appropriate Dean or appropriate administrator
329 within the first eight weeks of the semester.

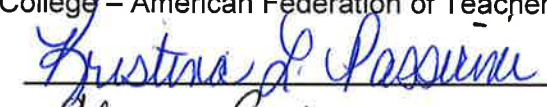
330
331 The Dean or appropriate administrator will sign, and forward all approved requests
332 that meet the criteria in sections 8.3 and 8.5 above to the Office of Human Resources
333 Development and Personnel Services for payment.

334
335 8.7 The parties agree to meet and discuss the application of any increased funding provided
336 to the District that may be applied to part-time office hours.

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338 Yuba Community College District

Yuba College – American Federation of Teachers

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EXHIBIT E

	Committee Name	Number of Participants	Compensation
District	DC3	2	\$825
	Calendar Committee	1	\$425
	District IT	2	\$425
Yuba	Academic Senate	2	\$825
	College Council	1	\$825
	College Effectiveness & Accreditation	1	\$825
	Curriculum	2	\$825
	Distance Education	2	\$425
	Flexible Calendar	1	\$425
	Leadership in Equity, Achievement, & Diversity	1	\$425
	Planning & Budget	1	\$825
	Student Learning Outcomes	1	\$425
	Guided Pathways	1	\$825
Woodland			
	Academic Senate	2	\$825
	College Council	1	\$825
	Diversity Committee	1	\$425
	FLEX/Professional Development Committee	1	\$825
	Safety Committee	1	\$425
	Student Success Committee	1	\$425
	Guided Pathways	1	\$825
	Curriculum	1	\$825
	Distance Education	2	\$425
	Planning and Institutional Effectiveness ("PIE")	1	\$825





**TENTATIVE AGREEMENT BETWEEN THE
YUBA COMMUNITY COLLEGE DISTRICT
AND THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

May 9, 2019

This tentative agreement between the Yuba Community College District and the Yuba College American Federation of Teachers is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 11
EVALUATIONS**

11.1 Except for programs that do not follow the semester schedule, such as police academy, fire academy, etc., evaluations will follow the evaluation schedule as follows:

Evaluation Timeline	Fall Semester	Spring Semester
Begin Semester based on Academic Calendar:	Approximately August 20	Approximately January 14
Dean or <u>Director appropriate administrator</u> Schedules "peer evaluator":	On or before October 1	On or before March 1
Peer Evaluator schedules and performs classroom evaluation:	On or before November 15	On or before April 15
Peer Evaluator completes evaluation, meets with unit member and submits to supervising Dean or <u>Director appropriate administrator</u> :	On or before November 30	On or before April 30
Supervising Dean or <u>appropriate administrator</u> completes evaluation of unit member, including meeting and reviewing evaluation, if requested by either party:	On or before December 15	On or before May 15

11.2 The process for unit member evaluations will follow the directions attached to the part-time faculty evaluation. For programs that do not follow the semester schedule the process will be the same however, the timeline will be modified to accommodate the program, at the discretion of the District. Specifically, this applies to public safety academies. Administration of Justice courses that follow the semester schedule in the degree program will follow the process outlined in Article 11.1.

11.2.1 The evaluator shall use the appropriate part-time faculty evaluation forms. (Exhibit C)

[NOTE: The parties agree to discuss updating the Part-Time faculty evaluation forms consistent with the evaluation forms used by full-time faculty.]

11.2.2 Evaluators will receive training prior to performing evaluations.

11.3 Every unit member must be evaluated once (1) each semester in each of the first three (3) semesters of service and every sixth (6th) semester of service thereafter. All modalities may be evaluated. Faculty teaching a modality for the first time will be evaluated in that modality. Administrators shall have the right to evaluate unit members more frequently as deemed necessary by mutual agreement of the Dean or appropriate administrator and YC-AFT. If mutual agreement cannot be reached, the decision shall be made by the College Vice-President in consultation with YC-AFT.

11.4 Elements of evaluation shall be work station observation (peer and/or Dean or appropriate administrator), and student input and may include self-evaluation, at the unit member's option. The evaluator will obtain student input by providing the student evaluation form to students in all courses taught in all modalities by the part-time faculty member. The evaluator will collect the completed forms and maintain the confidentiality of student feedback. The content of all student evaluations, but not the names or any identifying information, will be shared with the unit member being evaluated.

11.4.1 The following factors shall be considered in every evaluation of a unit member:

11.4.1.1 Acceptance of responsibility

11.4.1.2 Effectiveness of communications

11.4.1.3 Effectiveness of instruction/student services

11.4.1.4 Expertise in subject matter

11.4.1.5 Techniques of instructions/skill in accomplishing responsibilities/assignments






11.4.2 Optional acknowledgement should include, but is not limited to, participation in professional responsibilities and other internal and external professional activities that further the image and growth of the college (e.g., participation on college committees, program review, student activity advisement, etc.).


11.5 A unit member may be evaluated by a senior unit member, and/or by the supervising Dean or Directorappropriate administrator of the program, at the discretion of the District. The supervising Dean or Directorappropriate administrator may select any unit member to complete the evaluation.

- 79 11.6 For each evaluation performed, the unit member may select compensation at the rate of
80 ~~\$100300~~ per evaluation or four (4) hours of flex credit, and shall notify the supervising
81 Dean or ~~Director~~appropriate administrator prior to the evaluation. Mileage at the
82 prevailing District rate shall be paid for off-campus evaluations.
83
- 84 11.7 The Dean ~~of Instruction~~ or appropriate administrator shall notify the unit member of
85 the impending evaluation and who the evaluator will be. The evaluator shall provide unit
86 member with an evaluation schedule at least one week prior to the in-class evaluation.
87 Within three instructional days of being notified who the evaluator will be, the unit member
88 has a right to request a different evaluator if the unit member believes there is a
89 demonstrable conflict of interest. The request will be made to the Human Resources Office
90 and provide any documentation and evidence of that conflict. The Chief Human
91 Resources Officer will make a final determination as to the merits of the request and direct
92 the appropriate Dean or Administrator to appoint a different evaluator if the request is
93 sustained.
94
- 95 11.8 In the event that the unit member receives an overall "needs improvement" ~~marginal~~ the
96 Dean or appropriate administrator shall hold a meeting with the unit member to discuss
97 specific areas for improvement, on or before the deadline specified in 11.1. The outcome
98 of this meeting will include a written plan of improvement for the unit member. The
99 unit member shall be evaluated in three (3) subsequent semesters. In the event the
100 unit member receives a consecutive "needs improvement" ~~marginal~~ at the discretion of
101 the District, the unit member may not be offered a subsequent contract. Two consecutive
102 "needs improvement" ~~marginal~~ shall be equivalent to "Unsatisfactory." "unacceptable."
103 [The parties agree to update the evaluation terms consistent with the terms used in
104 the agreed-upon forms.]
105
- 106 11.9 If the evaluation is not acceptable to the unit member, he/she will have the option to
107 attach written comments within ten (10) days of review of the evaluation with the
108 supervising Dean or ~~Director~~appropriate administrator.
109
- 110 11.10 In the event the evaluation is not performed within the timeline specified in 11.1, the
111 evaluation shall be assumed to be satisfactory and future evaluations shall be scheduled
112 according to section 11.3 of this Article.
113

114 Yuba Community College District

Yuba College – American Federation of Teachers

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1 **AMENDED TENTATIVE AGREEMENT BETWEEN THE**
2 **YUBA COMMUNITY COLLEGE DISTRICT**
3 **TO THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

4
5 **March 14, 2019**

6
7 This tentative agreement between the Yuba Community College District and the Yuba College
8 American Federation of Teachers is expressly entered into pursuant to the Education
9 Employment Relations Act and the Collective Bargaining Agreement between the parties.

10
11 The following agreement is intended to modify the tentative agreement entered into on February
12 28, 2019 only with regard to Article 12 – Grievance procedure set forth below. All other provisions
13 of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth
14 below or as otherwise mutually agreed:

15
16 **ARTICLE 12**
17 **GRIEVANCE PROCEDURE**

18
19 12.1 Definition

20
21 12.1.1 A grievance shall be a written complaint by:

22
23 12.1.1.1 A unit member that he/she has been adversely affected by a
24 misinterpretation, misapplication or violation of the provisions of this
25 Agreement, or

26
27 12.1.1.2 YC-AFT that it has been adversely affected by a misinterpretation,
28 misapplication or violation of rights directly affecting it or as a co-filer with
29 an individual grievant. In the event that the YC-AFT has a grievance
30 directly affecting it, the grievance shall be filed at Level I, or with the
31 District's consent, at Level II.

32
33 12.1.2 A "day" is an instructional day.

34
35 12.2 Right to Representation

36
37 ~~12.2.1~~ At the College President or designee level, the grievant may choose to be
38 represented either by a YC-AFT agent or him/herself alone.

39
40 12.2.~~1~~.1 Where the grievant chooses to represent him/herself, the YC-AFT shall
41 have the right to be represented by an observer at meetings between
42 the grievant and the College President or designee. The District shall
43 notify the YC-AFT of such meetings.

44
45 12.2.~~1~~.2 Whenever a unit member chooses to pursue a grievance without YC-
46 AFT representation, the grievant shall assure that the YC-AFT has been
47 notified by securing the YC-AFT number on the grievance form from the
48 YC-AFT grievance chair.

49
50 12.2.~~1~~.3 Whenever a unit member chooses to pursue a grievance without YC-
51 AFT representation, the District shall notify the YC-AFT of any settlement
52 mutually proposed by the grievant and the District at any level.

53
54 12.2.1.4 YC-AFT shall have the right of comment prior to finalization of such a
55 proposed settlement.
56

57 12.2.1.5 At Level IV, the grievant must be represented by YC-AFT. Should YC-
58 AFT choose not to appeal to this level, the administrative remedy of the
59 grievant shall be deemed exhausted.
60

61 12.3 Forms for processing grievances shall be designed jointly by YC-AFT and the District.
62

63 12.4 Any level of the grievance procedure may be waived by mutual consent of the grievant
64 and the
65 District.
66

67 12.5 Failure to meet time limits.
68

69 12.5.1 If the District fails to communicate its decision at any level within the specified
70 time limit, the grievant will have the right to appeal to the next level within the time
71 limits provided in this Article.
72

73 12.5.2 Failure by the grievant to appeal a decision of the District at any level within the
74 specified time limits shall result in the District's decision becoming final, and
75 the failure to appeal shall be considered a waiver of the grievant's right to appeal.
76

77 12.6 Any reference to number of days in this Article may be altered for any specific case by
78 mutual agreement between either YC-AFT and the District or, the grievant and
79 representatives of the District in those cases where YC-AFT is not representing the
80 grievant.
81

82 12.7 For purposes of this procedure, the terms "Academic Administrator (e.g. Dean or
83 Director appropriate administrator)," "College Vice President," and "College President"
84 also mean their respective Management designees.
85

86 12.8 Informal Level
87

88 Within thirty (30) days after the grievant knew, or could reasonably be expected to have
89 known of the event or condition upon which the alleged grievance is based, the grievant
90 shall meet with the immediate Academic Administrator to attempt to resolve the alleged
91 grievance. The informal level may continue as long as the grievant and Academic
92 Administrator are working to resolve the alleged grievance. The grievant may elect to
93 elevate the grievance to a Level I at any time.
94

95 At the discretion of the Federation Grievance Officer or his/her designee, in the event a
96 grievable situation occurs within the last thirty (30) days of a semester, the timeline for
97 pursuing the grievance at the informal level shall be extended to include the first fifteen
98 (15) days of the following semester. For example, if a grievable situation occurs within the
99 last thirty (30) days of the spring semester, the grievant shall have the first fifteen (15)
100 days of the fall semester in which to pursue the grievance at the informal level.
101

102 The Federation and the District are mutually committed to provide professional
103 development to all academic administrators to ensure compliance with the contract and
104 ensure that grievances are resolved at the lowest possible level.

105
106 12.9 Grievance Levels
107

108 12.9.1 Level I. Within twenty (20) days after the conclusion of the informal level, the
109 grievant shall submit the grievance in writing to his or her Academic Administrator.
110 Within ten (10) days of receipt of the grievance, the Academic Administrator will
111 schedule and hold a meeting with the grievant. The Academic Administrator will
112 render a decision in writing within ten (10) days of the meeting.
113

114 12.9.2 Level II. If the grievance is not resolved at Level I, the grievant may submit the
115 grievance to the College Vice President. The submission must be made within
116 ten (10) days of the receipt of the decision at the previous level, and must certify
117 that the previous level meeting was held indicating the date and issues discussed.
118 Within twelve (12) days of receipt of the grievance, the College Vice President will
119 schedule and hold a meeting with the grievant. A written decision will be given
120 within ten (10) days of the meeting.
121

122 12.9.3 Level III. If the grievance is not resolved at Level II, the grievant may submit the
123 grievance to the College President. The submission must be made within ten (10)
124 days of the receipt of the decision at the previous level, and must certify that the
125 previous level meeting was held, indicating the date and issues discussed. Within
126 twelve (12) days of the receipt of the grievance, the College President will schedule
127 and hold a meeting with the grievant. A written decision will be given within ten
128 (10) days of the meeting.
129

130 12.9.4 Level IV. If the grievance is not resolved at Level III, YC-AFT may submit the
131 grievance to Final and Binding Arbitration within fifteen (15) days of receiving that
132 decision.
133

134 12.9.4.1 If the matter is matter is submitted to Arbitration, the District shall within
135 ten (10) days request a list of Arbitrators from the State Conciliation and
136 Mediation Service or the American Arbitration Association. If the
137 Federation and the District are unable to agree upon an Arbitrator from a
138 list, they shall strike names from the SCMS list until only one name
139 remains. The order of striking names shall be determined by lot.
140

141 12.9.4.2 Arbitration shall be commenced within twenty (20) days of the selection
142 of the Arbitrator, or as soon thereafter as the Arbitrator's schedule
143 permits.
144

145 12.9.4.3 Arbitrator shall have no power to alter, amend or disregard any of the
146 terms of this Agreement. The Arbitrator shall determine if there has been
147 a violation of the provision(s) of this Agreement in any respect alleged by
148 the grievance. The Arbitrator shall be without power or authority to make
149 any decision which required the commission of an act prohibited by law
150 or which is in violation of this Agreement.
151

152 12.9.4.4 As soon as possible after the matter is submitted to the Arbitrator, the
153 arbitrator shall submit in writing, to both parties, a final and binding
154 decision. The parties shall, thereafter conform their conduct and shall
155 satisfy or apply all obligations imposed by virtue of the Arbitrator's
156 decision.

157
158 12.10 Miscellaneous Provisions
159

160 12.10.1 If the grievance is not settled at Levels I, II or III, only the Federation may
161 determine to submit the matter to Level IV Binding Arbitration.
162

163 12.10.2 The Federation and the District shall each bear their own costs associated with
164 any step in the grievance procedure, including arbitration. Any mutually incurred
165 costs associated with arbitration, including fees of the arbitrator, and including
166 any costs for a court reporter and transcript for arbitration, shall be shared by the
167 Federation and the District equally.
168

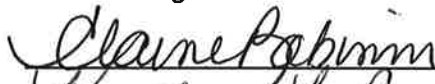
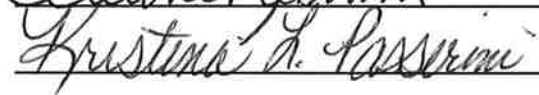
169 12.10.3 The Office of Human Resources shall document the outcome of each grievance
170 and shall ensure consistency in the application of the contract across the District.
171

172 12.10.4 The Office of Human Resources shall serve as a technical assistance provider
173 in the administration of the grievance process, including but not limited to
174 monitoring timelines, coordinating communications and schedules with the
175 Federation on arbitration.
176
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178 Yuba Community College District

Yuba College – American Federation of Teachers

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1 TENTATIVE AGREEMENT BETWEEN THE
2 YUBA COMMUNITY COLLEGE DISTRICT
3 AND THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS
4

5 December 9, 2019
6

7 This tentative agreement between the Yuba Community College District and the Yuba College
8 American Federation of Teachers is expressly made pursuant to the Education Employment
9 Relations Act and the Collective Bargaining Agreement between the parties.
10

11 All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged
12 except as set forth below or as otherwise mutually agreed:
13

14 **ARTICLE 13**
15 **DURATION OF AGREEMENT**
16

17 **13.1** Upon ratification by YC-AFT and the Board of Trustees, the term of this Agreement shall
18 be from July 1, ~~2014~~2019 through June 30, ~~2017~~2022.
19

20 **13.2** This Agreement shall constitute the full and complete understanding between the
21 parties and shall supersede and cancel all previous collective bargaining
22 agreements, both written and oral. This Agreement may be altered, changed, added
23 to, deleted from, or modified, only through the voluntary, mutual consent of the
24 parties in a written and signed amendment to this Agreement. This Agreement shall
25 not be deemed to supersede any side-letters or MOUs with individuals effective and
26 in existence at the time this Agreement is finalized and approved.
27

28 **13.3** **Savings Clause**
29

30 **13.3.1** If any article, section, or provision of this Agreement shall be found to be
31 contrary to, or in conflict with, Federal or State law, that article, section, or
32 provision shall be voidable with no effect on any other article, section or
33 provision because of the contradiction or conflict with Federal or State law.
34

35 **13.3.2** If such an article, section, or provision is rendered voidable, it shall be
36 subject to renegotiation. The parties shall agree to meet at mutually agreed
37 time within (30) days of request to renegotiate the article, section, or
38 provision(s) affected.
39

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1 TENTATIVE AGREEMENT BETWEEN THE
2 YUBA COMMUNITY COLLEGE DISTRICT
3 AND THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS
4

5 December 9, 2019
6

7 This tentative agreement between the Yuba Community College District and the Yuba College
8 American Federation of Teachers is expressly made pursuant to the Education Employment
9 Relations Act and the Collective Bargaining Agreement between the parties.
10

11 All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged
12 except as set forth below or as otherwise mutually agreed:
13

14 ARTICLE 3
15 DISTRICT RIGHTS
16

17 [...]

18 ~~3.2.1 An adjunct faculty member may not be dismissed, suspended or reprimanded~~
19 ~~without just cause.~~
20

21 ~~3.2.2 Just cause shall include a violation of education code or board policy that all~~
22 ~~certificated and classified employees may be disciplined or dismissed for.~~
23 [...]

24
25 ARTICLE 17
26 DISCIPLINE AND COMPLAINT PROCEDURE
27

28 17.1 Investigation of Formal and Informal Complaints:
29

30 17.1.1 If required by law, the District shall provide to the unit member a copy of
31 the complaint to be investigated prior to any investigatory meeting. In all
32 other cases, the District shall inform the unit member of the general
33 nature of the allegations and provide the unit member the opportunity to
34 confer privately with a designated Federation representative, if
35 requested.
36

37 17.1.2 To the extent required by law, the unit member shall receive a written
38 summary of the Investigator's findings, including whether the
39 allegations investigated were or were not sustained.
40

41 17.1.3 District policy and law prohibit retaliation of any kind against anyone the
42 unit member believes to have provided information or otherwise
43 cooperated in the investigation, and that such conduct constitutes an
44 independent basis for discipline up to and including termination.
45

46 17.2 Nothing in this Article constitutes a waiver of the District's rights under the
47 Education Code, including but not limited to Education Code Section 87665. In the
48 discretion of the District, the unit member may also be suspended without pay or
49 issued a written reprimand.
50
51
52

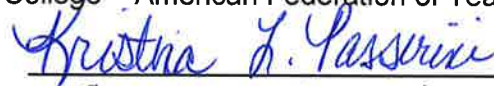

53 **17.3 Disciplinary Meeting:** Prior to being called to a meeting with their supervisor,
54 bargaining unit members shall be given notification of the purpose of any meeting
55 that could reasonably lead to discipline of the unit member. Upon request, unit
56 members shall be allowed to have their YC-AFT representative present during this
57 meeting and all other meetings related to the discipline or dismissal of unit
58 members.

59
60 **17.4 Disciplinary Action.** At a meeting where discipline is issued, the unit member
61 shall receive written notice of the reasons for discipline. The unit member shall be
62 given an opportunity to review and respond in writing to the reasons for
63 discipline, which shall be placed in the unit member's personnel file.

64
65 **17.5 Improvement Plans.** Improvement plans based on evaluation of professional
66 duties shall be covered in Article 11. A plan initiated under Article 11 shall not be
67 considered a disciplinary action and is subject to all other provisions of this
68 agreement.

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70 Yuba Community College District

Yuba College – American Federation of Teachers

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