



AGREEMENT

BETWEEN

THE YUBA COMMUNITY COLLEGE DISTRICT

AND

YUBA COLLEGE
AMERICAN FEDERATION OF TEACHERS

JULY 1, 2008 THROUGH JUNE 30, 2011

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ARTICLE 1 – RECOGNITION

The Yuba Community College District (District) recognizes the Yuba College-American Federation of Teachers, Local 4952, AFT/AFL-CIO (YC-AFT), as the exclusive representative for the bargaining unit whose membership is composed of all adjunct classroom instructors and the following other academic employees: counselors, librarians, nurses and athletic coaches, whose contractual obligation is greater than .1 FTE but less than .6 FTE and shall exclude all other District employees. Members of this unit shall be covered by this contract during both regular semesters and summer sessions. Unit members who work exclusively in a summer session are covered by this contract.

ARTICLE 2 – FEDERATION RIGHTS

2.1 YC-AFT Access to District Facilities

YC-AFT shall have the right to use the school mailboxes and bulletin board spaces designated by the District subject to the following conditions: (a) all postings for bulletin boards or items for school 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.

2.2 Information to YC-AFT

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 The name and non-confidential addresses and telephone numbers of unit members, as provided to the District by the unit members, shall be provided to YC-AFT. The information shall include the number of units being taught, and the worksites of the unit members:

2.2.2.1 Within thirty (30) days after the start of fall and spring semesters.

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

2.2.3 The District shall provide YC-AFT a copy of the current Board Policies and Administrative Procedures and shall, for the duration of this agreement, provide YC-AFT with necessary copies of all changes to Board Policies and Administrative Procedures.

2.3 Dues and Agency Fees

2.3.1 Upon receipt of written authorization from unit members, the District shall deduct from the pay of unit members the normal and regular monthly YC-AFT membership dues of 1.5%. The District shall deduct the normal and regular agency fee of 1.5% from the pay of all unit members who have not authorized YC-AFT membership dues. All such deductions shall be forwarded to YC-AFT, within seven (7) business days.

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

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

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

2.3.1.4 At the request of YC-AFT, the District will refund any agency fees withheld up to a maximum of three (3) months.

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 campus 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.

ARTICLE 3 – DISTRICT RIGHTS

- 3.1 The District shall have the power and authority to direct, manage and control its operations and mission in conformance with the law. Matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 and as set forth in final PERB decisions and final court decisions are reserved to the District. Included in those duties and powers is the exclusive right to:
- 3.1.1 Determine its organization;
 - 3.1.2 Direct the work of its employees;
 - 3.1.3 Determine the kinds and levels of service to be provided, and the methods and means of providing them. In addition to the provision in subparagraph 3.1 above, this paragraph does not constitute a waiver of the YC-AFT's right to bargain over actual duties of unit members;
 - 3.1.4 Establish its educational policies, goals and objectives;
 - 3.1.5 Insure the rights and educational opportunities of students;
 - 3.1.6 Determine the number and kinds of personnel required;
 - 3.1.7 Maintain the efficiency of District operations;
 - 3.1.8 Determine the curriculum;
 - 3.1.9 Build, move or modify facilities;
 - 3.1.10 Establish budget procedures and determine budgetary allocation;
 - 3.1.11 Determine the methods of raising revenue, contract out work, and;
 - 3.1.12 Take action on any matter in the event of an emergency.
- 3.2 In addition, the Board retains the right to hire, classify, assign, evaluate, promote, terminate and discipline employees. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express items of this agreement, and then only to the extent such specific and express terms are in conformance with law. All matters not specifically enumerated as within the scope of negotiations in Government Code 3543.2 are reserved to the District.
- 3.2.1 An adjunct faculty member may not be dismissed, suspended or reprimanded without just cause.
 - 3.2.2 Just cause shall include a violation of education code or board policy that all certificated and classified employees may be disciplined or dismissed for.

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 (Exhibit A).
- 4.1.1 Unit members may teach up to sixteen (16) load units per academic year (excluding summer session). With concurrence of the Director of Human Resources Development and Personnel Services, a maximum of eighteen (18) units may be taught.
- 4.1.2 Unit members may be assigned a combination of teaching and non-teaching blended academic assignments to a maximum of not more than 53.3% of a full-time assignment, e.g., a unit member who is teaching three (3) units may also complete 17.06 hours of non-teaching per week (see Exhibit B). With concurrence of the Director of Human Resources Development and Personnel Services, a maximum of 60% of a full-time equivalent load may be assigned.
- 4.1.2.1 60% teaching load is the maximum allowable assignment for certificated 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 60% certificated assignment.
- 4.1.3 In a non-teaching assignment, unit members may complete twenty-one (21) hours of non-teaching per week for a maximum of 756 hours per academic year (exclusive of summer session). With the concurrence of the Director of Human Resources Development and Personnel Services, a maximum of twenty-four (24) hours per week may be assigned.
- 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, or for the purposes of determining whether an individual is performing 53.3% or more of a full-time assignment within the meaning of the Ed Code §87482.5.
- 4.1.5 Adjunct Faculty Member Return Rights.
- 4.1.5.1 Within the schedule of classes as determined by the college, adjunct faculty who teach:
- 4.1.5.1.1 General education courses;
- 4.1.5.1.2 Who have been teaching at the college site for three (3) of the last six (6) semesters,
- 4.1.5.2 Shall have rights to continue teaching a load equal to the highest load taught in the last six (6) semesters up to a maximum load of six (6) semester units.
- 4.1.5.3 Courses taught during summer session shall not be counted in determining an adjunct faculty member's load. Intersession is considered a 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 load that the adjunct faculty member has taught in three (3) of the last six (6) semesters, and the adjunct faculty member has received a satisfactory evaluation. Adjunct 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 There shall be two (2) tiers of seniority. The tier of seniority that the adjunct faculty member has earned shall be determined by the adjunct faculty member's step on the adjunct academic employee's salary schedule.
 - 4.1.5.6 The two-tier system of seniority will consist of the following groups:
 - 4.1.5.6.1 Tier No. 1 will include salary steps 1-4.
 - 4.1.5.6.2 Tier No. 2 will include those unit members at step 5 or above.
 - 4.1.5.7 Seniority shall be earned at a specific site, 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 for which the outreach is designated. (i.e., Colusa outreach is designated to WCC) Adjunct faculty members shall earn a tier of seniority at one of the following sites:
 - 4.1.5.7.1 Yuba College
 - 4.1.5.7.2 Woodland Community College
 - 4.1.5.7.3 Clear Lake Campus
 - 4.1.5.8 Teaching assignments will be offered to adjunct faculty members based upon their earned tier of seniority. Management has the right to offer assignments to any qualified adjunct faculty member within the tier, except that all qualified adjunct faculty members in the more senior tier shall be offered assignments to their load maximum before assignments are offered to adjunct faculty members in the next more senior tier.
 - 4.1.5.9 The return rights articulated in this Article 4.1.5 are for initial scheduled assignments only. In the event a class is canceled, there are no bumping rights.
 - 4.1.5.10 In the event that a teaching assignment is offered to an adjunct faculty member who is on a lower step within Tier No. 2 on the salary schedule than an otherwise qualified faculty member who is on a higher step within Tier No. 2, that adjunct faculty member who is on the higher step shall, upon request, be given a written explanation as to the reasons the assignment was offered to the unit member on the lower step on the salary schedule.
 - 4.1.5.11 Written explanations as provided pursuant to this article shall not be subject to grievance.
 - 4.1.5.12 A unit member may opt to have their return rights transferred to a different location within the District. To do so, a unit member must notify the District, in writing, of their interest to transfer their return rights to a different location within the District.
- 4.2 Effective with the summer 2006 session, unit members will begin to accrue summer return rights to a load equal to that which the member has taught in previous summer semesters, to a maximum of six (6) units. Summer return rights only apply to summer courses in subsequent years.
- 4.3 The District will make available to currently employed unit members a form on which they may indicate their interest in an assignment for a subsequent semester, including the summer session. Those adjunct unit members who respond by the deadline will be notified no later than thirty (30) days prior to the start of the semester of the requested assignment if they are not to be sent a tentative contract.
- 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 adjunct 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 unit member 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.

ARTICLE 5 – DISTANCE LEARNING

The District and YC-AFT may develop a Task Force to review this section.

ARTICLE 6 – PUBLIC SAFETY FACILITATORS

- 6.1 Public Safety Facilitators are certificated non-teaching assignments. Therefore, each 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 60%.
- 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
- 6.3 Public Safety Facilitators are defined as an ancillary duty as noted in 6.1.1. As such, Facilitators may have a teaching assignment combined with an assignment as a Facilitator.
- 6.3.1 A combined assignment between the Facilitator role and a teaching role may not exceed 36 hours in any given week.
- 6.3.2 A combined assignment teaching/facilitator requires that the teaching assignment not exceed 60% in any combination.

6.4 Public Safety Facilitators will be compensated as follows for the 2008-2011 academic year and subsequent years:

- Step 1: \$25.81 per hour <3 years Facilitator experience
- Step 2: \$27.46 per hour 3 - 5 years Facilitator experience
- Step 3: \$30.21 per hour >5 years Facilitator experience

Unit members currently performing the duties as described above will be initially assigned at their current pay rate or the appropriate placement as identified above, whichever is higher. The unit member will earn subsequent step advancement as identified above.

6.5 The following Public Safety Facilitators are covered under the provisions of this agreement:

- | | |
|--------------------------------------|--------------------------------------|
| Police Basic Academy | EMT Academy |
| Police Level I, II and III | Fire Academy |
| Short term Law Enforcement Academies | Administration of Justice – Woodland |
| SIBC | Equipment Manager |
| 832 Daytime Academy | Event Manager |

Any other Facilitator or Coordinator roles not listed in this agreement are not subject to the provisions of this agreement unless mutually agreed upon by YC-AFT and District.

ARTICLE 7 - SALARIES/BENEFITS

7.1 Effective July 1, 2008, the Salary Schedule shall be increased by the State COLA less salary-driven mandated benefits of 8.175% of the COLA (i.e., COLA x 91.825). COLA, if any, will be applied to the salary schedule, stipends.

7.2 Effective July 1, 2009, the Salary Schedule shall be increased by the State COLA less salary-driven mandated benefits of 8.175% of the COLA (i.e., COLA x 91.825). COLA, if any, will be applied to the salary schedule, stipends.

7.3 Effective July 1, 2010, the Salary Schedule shall be increased by the State COLA less salary-driven mandated benefits of 8.175% of the COLA (i.e., COLA x 91.825). COLA, if any, will be applied to the salary schedule, stipends.

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

7.5 Effective July 1, 2008, 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) up to a maximum placement of Step 3. Subsequent movement will occur when an adjunct 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 adjunct faculty.

7.5.1 Former full-time faculty who are currently employed by the District in an adjunct 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 Adjunct Salary Schedule exceeds their frozen hourly rate. At that time the employee shall be transferred to the top step of the Adjunct Salary Schedule and shall participate fully in all future increases of that schedule.

- 7.5.2 Former full-time academic employees who are subsequently hired by the District (August 1, 2002) in an Adjunct 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 Adjunct 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.
- 7.5.3 If there is a voluntary break in service of more than two (2) years, the schedule step credits shall be forfeited. If the break in service is involuntary, other than for performance reasons, the unit member shall be placed on the salary schedule as if there had been no break in service.
- 7.5.4 A longevity step will be provided on the salary schedule as an additional step. An adjunct will receive this longevity step after successful completion of 75 semester units, after reaching step seven (7).

7.6 Committee Service

- 7.6.1 Adjunct Faculty members elected or appointed to the Academic Senate, or College Council(s) 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 Senate from Yuba College will earn a stipend of \$825 per semester per unit member. A unit member assigned from an outlying campus(s) will be provided a stipend of \$1,100 per semester per unit member.

In the event that each College has its own official Academic Senate, a maximum of two unit members per each College may earn a stipend of \$825 per semester.

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.

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

7.7 Holistic Scoring

- 7.7.1 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.
- 7.7.2 Compensation will be at the unit member's lecture hourly rate of pay.
- 7.7.3 Unit members are required to submit written documentation showing their time spent in holistic scoring.

7.8 Retirement

- 7.8.1 All YC-AFT unit members will be included in an appropriate retirement plan in accordance with contract language, regulation or law as follows:
 - 7.8.1.1 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.
 - 7.8.1.2 All newly employed unit members who are eligible for either the STRS Defined Benefit or Cash Balance Plans shall make their election within thirty (30) days. If they fail to make an election, they will be placed in the STRS Cash Balance Plan.
 - 7.8.1.3 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.
 - 7.8.1.4 Any unit member that is not required by law to participate in STRS Defined Benefit or Cash Balance plans may elect not to participate in those plans at the unit members discretion.
 - 7.8.1.5 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.
 - 7.8.1.6 All unit members who are eligible for STRS Defined Benefit Plan may elect to be placed in that Plan at any time.
- 7.8.2 Participation in a retirement plan is based on eligibility at the time of hire.

7.9 Section 125 Plan:

- 7.9.1 Unit members may participate in a Section 125 Benefit Plan offered to all employees of the District and approved by the District.

ARTICLE 8 – OFFICE HOURS

- 8.1 The District and YC-AFT acknowledge that unit members are not required to provide office hours to students to contribute to the overall academic success of the student.
- 8.2 The District will provide a pooled equipped office space at each official college, campus or center within the District for utilization for the office hour program.
- 8.3 Eligibility for unit members to participate in the program will be members teaching during the fall and spring semesters, or 9-week courses during the regular semester, limited to a maximum of one (1) per week for the duration of the semester excluding the week of finals. Unit members must be teaching unit bearing, transfer, degree or certificate courses. Additionally, to be eligible, each unit member will be required to have a minimum load of 20% or 3 units in the semester of the request.
 - 8.3.1 Unit members provided with a temporary full-time teaching contract will be provided one office hour per course listed in the agreement first, as a priority, from the pool of office hours available to all other adjuncts (8.4)

- 8.4 The District will establish as the pool of funds for the office hour program at \$50,000 per year, for the term of the contract.
- 8.5 Each unit member that is eligible as described in 8.3 will be compensated at \$25 per office hour as applied for and approved by the Division Dean, up to the maximum of one (1) hour per week of the semester excluding the week of finals.
- 8.6 Unit members approved for Office Hours will be required to list their approved office hour on their syllabus and distribute it to students. Additionally, the unit member will submit a timecard at the end of the semester for approval by the Division Dean for those office hours that were actually completed. Missed office hours will not be compensated.
- 8.7 Unit members who request compensation for office hours must complete the “Request for Office Hours” form and submit to the appropriate Dean prior to the end of the first week of the course. The Dean will approve or deny the request based on the following criteria:
- Demonstrated student need
 - The likelihood of student participation
 - The requested time contributes to student participation

The Dean will forward all requests to the Director of Human Resources Development and Personnel Services for review of the requests. The Director of Human Resources Development and Personnel Services will establish the approved hours for each request based on the percentage of the pool that is requested. The Director of Human Resources Development and Personnel Services, or designee, will notify each Dean of the approved allotment of hours.

ARTICLE 9 – LEAVES WITH PAY

9.1 Sick Leave

- 9.1.1 Unit members shall earn sick leave credit at the rate of one (1) hour for each eighteen (18) hours of paid service during the academic year. Sick leave credit will not be earned for any fraction of eighteen (18) hours. Sick leave earned may not be credited to sick leave accrued during other District employment, nor may sick leave earned during other District employment be utilized for absence during hourly employment.
- 9.1.2 Reporting and Verification — Any member using sick leave benefits under provisions of this Article shall provide the employee's Immediate Supervisor with a signed REPORT OF ABSENCE form upon return to duty.
- 9.1.3 Notification of Absence — The employee shall notify the immediate supervisor and/or the Division Secretary as soon as practically possible so that arrangements can be made for cancellation of class or obtaining a substitute. If the employee becomes ill or another emergency arises during the day, he/she shall notify the immediate supervisor and/or the Division Secretary of the absence.

9.2 Personal Necessity Leave

- 9.2.1 Members of the bargaining unit may not use more than four (4) days of accumulated Sick Leave credit in a school year for Personal Necessity Leave.
- 9.2.2 A unit member shall submit notification for Personal Necessity to his/her supervising dean at least one (1) day prior to the beginning date of the leave, except where extenuating circumstances make this impossible.
- 9.2.3 Such leave may be used at the discretion of the unit member.
- 9.2.4 Upon return to work, the Report of Absence form shall be filed with the unit member's supervising dean.

9.3 Bereavement Leave

- 9.3.1 Members of the bargaining unit may be granted, without loss of salary or other benefits, leave of absence not to exceed three (3) consecutive calendar days within one (1) week, or five (5) working days within one (1) week if travel of more than 300 miles is required, per occurrence on account of death of any member of the member's immediate family.
- 9.3.2 "Member of the immediate family," as used in this section means the mother, father, grandmother, grandfather, or grandchild of the member or of the member's spouse, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, sister, or any immediate relative living in the immediate household of the member.
- 9.3.3 An extension of bereavement leave may be requested under personal necessity leave.
- 9.3.4 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the employee's immediate supervisor. The member shall provide verification satisfactory to the District.

9.4 Industrial Accident and Illness Leave

- 9.4.1 For an accident or illness which is job-incurred, and upon the written request of the employee, members of the unit shall be provided leave benefits as stipulated by law not to exceed sixty (60) days.
- 9.4.2 Periodic medical reports may be required during extended absence of an employee. Employees returning to work from industrial accident or illness leave shall be required to present a doctor's release verifying medical permission to return to work, including any restrictions.
- 9.4.3 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the employee's Immediate Supervisor.

9.5 Jury Duty

- 9.5.1 When regularly called for jury duty in the manner provided by law, members of the bargaining unit shall be granted a leave of absence without loss of pay for the time the employee is required to perform jury duty during the employee's regularly assigned working hours.
- 9.5.2 Request for jury service leave should be made by presenting as soon as possible the official court summons to jury service to the member's immediate supervisor and to the District payroll office through regular administrative channels.
- 9.5.3 Reimbursement to the District of any monies earned as a juror, except mileage, shall be made by the member.
- 9.5.4 A member regularly called for jury duty shall not be encouraged in any way to seek exemption from such duty nor shall he/she be discriminated against in any way for not seeking such exemption.
- 9.5.5 The District may require verification of jury duty time prior to, or subsequent to, providing jury duty compensation.
- 9.5.6 Upon return to duty, the REPORT OF ABSENCE form shall be filed with the employee's immediate supervisor.

ARTICLE 10 – CONFERENCE AND TRAVEL

- 10.1 Adjunct Faculty Conference and Travel funds are the funds available to Adjunct employees from the Staff Development Funds and are to be used to upgrade or improve the staff 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, an adjunct faculty 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.
 - 10.2.3 The maximum amount per unit member shall be determined by the District's Staff Development Committee.
 - 10.2.4 An eligible adjunct faculty member will be funded over a two (2) year period of time the amount determined by the District's Staff Development Committee.

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

ARTICLE 11 – EVALUATIONS

11.1 Except for programs that do not follow the semester schedule, such as police academy, fire academy, etc, evaluation 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 Director 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 Director:	On or before November 30	On or before April 30
Supervising Dean 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 evaluation of unit members will remain the same as utilized for full-time faculty evaluation, with the exception of the timeline noted in 11.1. 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 adjunct faculty evaluation forms. (Exhibit D)

11.3 Every adjunct faculty member must be evaluated once (1) each semester in each of the first three (3) semesters of service and in every sixth (6th) semester thereafter.

11.4 Elements of evaluation shall be work station observation (peer and/or Dean), and student input and may include self-evaluation, at the instructor’s option.

11.5 In the event that a unit member who has not been evaluated as outlined in 11.1, the unit member may be evaluated by a senior Tier No. 2 (Step 5 or above) unit member, or by the supervising Dean or Director of the program, at the discretion of the district, in the following semester. The supervising Dean or Director may select any Tier No. 2 unit member to complete the evaluation.

11.6 For each evaluation, the unit member may select compensation at the rate of \$100 per evaluation or four (4) hours of flex credit, and shall notify the supervising Dean or Director prior to the evaluation. Mileage at the prevailing District rate shall be paid for off-campus evaluations.

11.7 The evaluator shall provide instructor with an evaluation schedule at least one week prior to the in class evaluation.

- 11.8 In the event that the unit member receives a “needs improvement” the Dean shall hold a meeting with the unit member to discuss specific areas for improvement, on or before the deadline specified in 11.1. The unit member shall be evaluated in subsequent semesters. In the event the unit member receives consecutive “needs improvement”, at the discretion of the District, the unit member may not be offered a subsequent contract. Two consecutive “needs improvement” shall be equivalent to “Unsatisfactory”.
- 11.9 If the evaluation is not acceptable to the instructor, he/she will have the option to attach written comments within ten (10) days of review of the evaluation with the supervising Dean or Director.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.1 Definition

12.1.1 A grievance shall be a written complaint by:

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

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

12.1.2 A "day" is an instructional day.

12.2 Right to Representation

12.2.1 At the Chancellor or designee levels, the grievant may choose to be represented either by a YC-AFT agent or by her/himself alone.

12.2.1.1 Where the grievant chooses to represent her/himself, the YC-AFT shall have the right to be represented by an observer at meetings between the grievant and the Chancellor or designee. The District shall notify the YC-AFT of such meetings.

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

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

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

12.2.1.5 At Level III and Level IV, the grievant must be represented by YC-AFT. Should YC-AFT choose not to appeal to these levels, the administrative remedy of the grievant shall be deemed exhausted.

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

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

12.5 Failure to meet time limits.

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

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

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

12.7 Grievance Levels

12.7.1 Level I. Within twenty (20) days after the grievant knew or by reasonable diligence could have known, of the condition upon which the grievance is based, the grievant shall submit the grievance in writing to the dean/campus administrator. Within ten (10) days of receipt of the grievance, the dean/campus administrator or designee will schedule and hold a meeting with the grievant. The dean/campus administrator or designee will render a decision in writing within ten (10) days of the meeting.

12.7.2 Level II. If the grievance is not resolved at Level I, the grievant may submit the grievance to the Chancellor or designee. The submission must be made within ten (10) days of the receipt of the decision at the previous level, and must certify that the previous level meeting was held indicating the date and issues discussed. Within twelve (12) days of receipt of the grievance, the Chancellor or designee will schedule and hold a meeting with the grievant. A written decision will be given within ten (10) days of the meeting.

12.7.3 Level III. YC-AFT may appeal the decision of the Chancellor or designee to advisory arbitration within thirty (30) days after receipt of the written decision.

12.7.3.1 The appeal shall be filed in the office of the Chancellor and shall include all pertinent written materials.

12.7.3.2 A neutral arbitrator shall be chosen from a list obtained from the State Mediation and Conciliation Service.

- 12.7.3.3 The neutral arbitrator shall conduct a hearing with the parties to the grievance within thirty (30) days or as soon as the arbitrator is able to schedule a meeting. The parties to the grievance will be allowed to attend all hearings at which information is given to the arbitrator. The decision of the arbitrator shall be in writing, shall include findings of fact, reasoning and conclusions on issues submitted, and shall be transmitted promptly to all parties in interest and the Board of Trustees.
- 12.7.3.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue(s) presented and shall have no authority to make recommendations on any other issue not submitted. The decision of the arbitrator shall supersede all previous decisions and shall become binding on all parties unless appealed by the grievant or the Chancellor.
- 12.7.3.5 The cost of the services of the arbitrator, the cost of recording the hearing, and any costs ordered by the arbitrator will be shared by the parties. All other costs shall be borne by the party incurring them.
- 12.7.4 Level IV. YC-AFT or the Chancellor or designee may appeal the decision of the arbitrator to the Board of Trustees. Any appeal by either YC-AFT or the Chancellor or designee, must be filed with the Secretary of the Board of Trustees within fifteen (15) days after receiving the arbitrator's decision. The Board of Trustees shall review the documentation in closed session. Either or both parties may submit written arguments to the Board prior to the Board's hearing on the matter, or as otherwise directed by the Board. No new evidence shall be submitted by either party either in writing, or at the Board hearing, unless the Board requests that additional evidence be presented. If the Board does not request additional evidence, the decision of the Board will be based upon the record of the proceeding before the arbitrator, the arbitrator's decision, and any argument submitted to the Board by the parties. The Board of Trustees shall have the right to issue a final and binding decision following its deliberations. If the Board of Trustees does not transmit its written decision within sixty (60) days from its receipt of the appeal of the arbitrator's decision, the decision of the arbitrator shall be deemed final. However, the Board may extend this sixty (60) day time period for no more than thirty (30) days if it determines that it needs additional time to render its decision.

ARTICLE 13 – DURATION OF AGREEMENT

This Agreement shall become effective upon ratification of YC-AFT and the Board of Trustees and shall continue in full force and effect up to and including June 30, 2011. Upon mutual agreement, parties may reopen contract negotiations, subject to lawful presentation of negotiating proposals, specific to the Articles mutually agreed upon.

ARTICLE 14 – NO STRIKE/LOCKOUT

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by YC-AFT or by its officers, agents, members during the term of this Agreement. Similarly, it is agreed and understood that the Board will not, during the term of this Agreement, conduct a lockout nor lock out any bargaining unit member or members as a result of a strike by other District employees.

ARTICLE 15 – PERSONNEL FILES

- 15.1 Unit members shall have the right to inspect materials in their personnel files upon request, provided that the request is made at a time when the unit member is not actually required to render services to the District, and provided that the request is made at least one (1) day in advance. Information of a derogatory nature, except material mentioned in the second paragraph of Education Code §87031, shall not be entered or filed unless and until the unit member is given fifteen (15) days written notice and an opportunity to review and comment thereon. The unit member shall have the right to enter, and have attached to any such derogatory material, his/her own comments. Anonymous materials shall not be entered in the file unless first substantiated by District investigation.
- 15.2 Unit members shall be furnished, at his/her request and at his/her expense, the reproduction of any items in his/her personnel file.
- 15.3 Unit members may place in his/her personnel file any material relevant to his/her career or advancement.

Yuba College-American Federation of Teachers:

Yuba Community College District:

Dear Fellow Adjunct Faculty Member

Welcome to your teaching assignment at Yuba Community College District.

Your Union and the District have agreed to increase the allowable teaching load to improve assignments and working conditions. However, as Adjunct Faculty, your teaching load may not exceed 60% of full-time academic assignment per year.

As part of this agreement, each Adjunct Faculty member will be required to complete and sign a statement acknowledging your teaching load. Your acknowledgment will also include the following statement.

I understand that per academic year: (1) Adjunct Faculty members may not accept any combination of assignments within the District that may exceed a 53.3% load (16 units or equivalent) up to a maximum of 60% (18 units or equivalent) without prior approval. (2) I must disclose my current assignments within the District both at time of employment and with each new accepted assignment; (3) the 60% load per year maximum is subject to reduction when any additional compensated assignments are made; and (4) any failure to disclose or attempt to misrepresent my current assignments, by me, will be cause for disciplinary action.

Your Union recognizes that pursuit of unjustified claims lessens our ability to improve Adjunct Faculty income and working conditions, and to maximize and protect all legitimate rights. Therefore, please be advised that, if your Union determines that any individual has willfully failed to disclose, or has misrepresented, his/her load, the YC-AFT will not oppose disciplinary action or support any possible claim to a full-time position that individual may believe has arisen.

Sincerely,

Jim Kitchen, President
Yuba College-American Federation of Teachers

Verification of Adjunct Faculty Assignment Form Name of Employee: _____

I hereby acknowledge that I have attached my assignments for the _____ academic year and that my assignment with the District is a part-time, hourly, temporary faculty position and will not be credited towards probationary or tenure track.

I understand that per academic year Adjunct Faculty members may not accept any combination of assignments within the District (Summer Session excluded) that may exceed 53.3% (16-units or equivalent) up to a maximum of 60% (18 units or equivalent) of a regular full-time faculty load without prior approval. I understand that the 60% maximum is subject to reduction when any additional compensated assignments are made. I agree not to accept any assignment(s) that will result in my load in any one school year exceeding the 60% maximum. I further understand and agree that my acceptance of any assignment(s) in excess of the 60% maximum or any failure to disclose or attempt to misrepresent my assignments will be cause for disciplinary action. By signing below, I acknowledge that the assignments listed above are accurate and truthful, that I understand this policy, and that I agree to abide by its terms.

I declare the foregoing is true and correct.

Employee's Signature: _____ Date: _____

Adjunct Faculty member, please return the completed form to your supervisor.

050701-0701

ADJUNCT FACULTY LOAD PART-TIME CALCULATION FORMULA FOR WORKLOAD

.53 = Maximum allowable percentage of a full-time load.
(Any exceptions must be made by the Human Resources Director)

I. NON-TEACHING

Hours per Week Non-Teaching

.53 x 40 hrs. Non-Teaching = 24 hrs. per week

Weeks per Academic Year

X Including Intersession

X Exclusive of Summer School

39 weeks = Calculations based on 36 weeks as Intersession is part of Spring Load

Maximum Allowable Hours per Academic Year

(Exclusive of Summer School)

21 hours x 36 weeks = 756 hours

II. TEACHING

16 units maximum per academic year

X Including Intersession

X Exclusive of Summer School

Summer Session – Defined: The first work day after the last day of the Spring Semester and up to the Friday before the first day of the Fall Semester classes.

Maximum of 30 hrs. per week for summer session
(Exceptions made by Human Resources Director)

ADJUNCT FACULTY LOAD PART-TIME CALCULATION FORMULA FOR WORKLOAD

17 Blended Assignment

Formula Detail for Blended Assignment for Academic Year

1. .53 = 100% of Part-Time Load
2. 16 units = 100% of Part-Time Load
3. 756 hours = 100% of Part-Time Load

Sample Calculations

Part-Time Faculty assigned 3 units per semester

17 units x 2 semesters = 6 units per academic year = .38 of workload

Total Number of Hours Worked Per Unit Grid				
				36 Weeks
Units	Percentage	Percentage	Total Hours	Hrs Per Week
16 Units	1.00	100.00	756.00	21.00
1 Unit	0.06	6.25	47.25	1.31
2 Units	0.13	12.50	94.50	2.63
3 Units	0.19	18.75	141.75	3.94
4 Units	0.25	25.00	189.00	5.25
5 Units	0.31	31.25	236.25	6.56
6 Units	0.38	37.50	283.50	7.88
7 Units	0.44	43.75	330.75	9.19
8 Units	0.50	50.00	378.00	10.50
9 Units	0.56	56.25	425.25	11.81
10 Units	0.63	62.50	472.50	13.13
11 Units	0.69	68.75	519.75	14.44
12 Units	0.75	75.00	567.00	15.75
13 Units	0.81	81.25	614.25	17.06
14 Units	0.88	87.50	661.50	18.38
15 Units	0.94	93.75	708.75	19.69
16 Units	1.00	100.00	756.00	21.00

Blended Assignment

Quick Reference Grid

Total number of hours which can be part of non-teaching assignment for each unit taught.

Units	Percentage of Teaching Load	Total Hours of Non-Teaching	36 Weeks Hrs per Week of Non-Teaching
16	100.00	0	0
15	93.75	47.25	1.31
14	87.50	94.50	2.63
13	81.25	141.75	3.94
12	75.00	189.00	5.25
11	68.75	236.25	6.56
10	62.50	283.50	7.88
9	56.25	330.75	9.19
8	50.00	378.00	10.50
7	43.75	425.25	11.81
6	37.50	472.50	13.13
5	31.25	519.75	14.44
4	25.00	567.00	15.75
3	18.75	614.25	17.06
2	12.50	661.50	18.38
1	6.25	708.75	19.69

ADJUNCT FACULTY LOAD PART-TIME CALCULATION FORMULA FOR WORKLOAD

TEACHING LOAD

17 6 units = .38 of maximum unit load

COUNSELING LOAD

X 469 hours - .62 of maximum unit load
(756 hours x 62% = 469 hours)

17 13 hours week – 100% of maximum unit load

This assignment would allow a manager to schedule the part-time faculty up to 13 hrs per week of non-teaching time (469 hours/36 weeks)

An academic year includes all days/weeks exclusive of summer school (end of summer session through start of summer session).

TEACHING LOAD

3 units = .19 Load

COUNSELING LOAD

612 hours = .81 Load

17 hours a week = 100% Load

An academic year includes all days/weeks exclusive of summer school (end of summer session through start of summer session).

YUBA COMMUNITY COLLEGE DISTRICT
YC-AFT Adjunct Academic Employees
Salary Schedule – 2008-2009

STEP	WITHOUT EDUCATIONAL INCREMENT		BA/BS + 75 MA		DOCTORATE	
	LEC	LAB	LEC	LAB	LEC	LAB
1	45.38	30.41	46.87	31.40	48.40	32.43
2	49.88	33.42	51.41	34.45	52.91	35.45
3	54.43	36.47	55.94	37.48	57.45	38.49
4	58.97	39.51	60.49	40.53	61.98	41.53
5	63.49	42.54	65.02	43.56	66.50	44.56
6	68.03	45.58	69.52	46.58	71.04	47.60
7	72.58	48.63	74.07	49.63	75.61	50.66
*Longevity	77.12	51.67	78.70	52.73	80.34	53.83

Salary schedule placement article 7.5

ASSIGNMENTS WITH STIPENDS:

	<u>Head Coach</u>	
Sport	Stipend	Load
Soccer	6436	7.5
Football	6436	7.5
Basketball	6436	7.5
Volleyball	6436	7.5
Softball	6436	7.5
Baseball	6436	7.5
Track & Field	6436	7.5
Tennis	5342	7.5
Cross Country	5342	7.5
Golf	5342	7.5

*Longevity step achieved after earning 75 units, on step 7

YUBA COMMUNITY COLLEGE DISTRICT
Adjunct Evaluation Agreement and Timesheet

MEMORANDUM

TO: Vice President of Academic and Student Services

RE: Adjunct Faculty Evaluation Agreement

I, _____ (Colleague No. _____)

agree to evaluate _____, an adjunct instructor

_____ for a \$100 dollar stipend or

_____ for six (6) hours of flex credit during the Fall/Spring semester, 20 ____.

I understand and agree that to be compensated as outlined above, I must complete the Adjunct Faculty Evaluation as prescribed in the "Agreement Between Yuba Community College District and Yuba College – American Federation of Teachers" Article 11, including complying with all timelines and utilizing all forms as prescribed in the article.

Full-time Professor Signature

Date

Dean Signature

Date

Evaluation completed on: _____

Dean Signature

Date

Please forward Agreement and Evaluation to the Vice President of Academic and Student Services after evaluation process has been completed and Dean's signature has been obtained.

Vice President Academic and Student Services

Date

GL Account: IN 11.990.1.10.601000.1410

Position ID: EVALSTIP

Earn Type: EVAL

HR _____

Original: Personnel

Revised 4/1/2008