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**YUBA COMMUNITY COLLEGE DISTRICT
TO THE
FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT**

August 19, 2023

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The collective bargaining proposal presented herein by the Yuba Community College District and the Faculty Association of the Yuba Community College District is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties. The following article shall be deemed to remain unchanged in the Collective Bargaining Agreement except as set forth below:

ARTICLE 3.0 – DISTRICT RIGHTS

- 3.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control the institution in accordance with the law, provided, however, the District acknowledges that such powers are circumscribed by the provisions of this Agreement as set forth herein, including the provisions in Title 5 of the Administrative Code. Included in the duties and powers of the District are the right to:
- 3.1.1 Determine its organization
 - 3.1.2 Direct the work of its employees
 - 3.1.3 Determine the times and hours of operation
 - 3.1.4 Determine the kinds and levels of service to be provided and the methods and means of providing them
 - 3.1.5 Approve educational policies, goals, and objectives developed through the consultative process
 - 3.1.6 Insure the rights and educational opportunities of students
 - 3.1.7 Determine staffing patterns – determine the number and kinds of personnel required
 - 3.1.8 Maintain the efficiency of District operations
 - 3.1.9 Approve the curriculum as developed through the consultative process
 - 3.1.10 Build, move, or modify facilities as per the Capital Projects Master Plan
 - 3.1.11 Establish processes for budget development and determine budgetary allocation through the consultative process
 - 3.1.12 Determine the methods of raising revenue and contract out work
 - 3.1.13 Take action on any matter in the event of an emergency

51 3.2 In addition, the Board retains the right to hire, classify, assign, transfer, evaluate,
52 promote, terminate, and discipline employees, but such actions cannot abrogate the
53 rights granted pursuant to this Agreement, and the exercise of such rights must at all
54 times be conducted within the terms of this Agreement. The exercise of the foregoing
55 powers, rights, authority, duties, and responsibilities by the District, the adoption of
56 policies, rules, regulations, and practices in furtherance thereof, and the use of judgment
57 and discretion in connection therewith, shall be limited only by the provisions of this
58 Agreement, which shall supersede and prevail over any general statement of "District
59 Rights" to the contrary.

60 **[Status quo.]**

61 Signed and entered into this _____ day of _____, 2022.

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63 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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**YUBA COMMUNITY COLLEGE DISTRICT
TO THE
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August 19, 2023

16 The collective bargaining proposal presented herein by the Yuba Community College District and
17 the Faculty Association of the Yuba Community College District is expressly made pursuant to
18 the Education Employment Relations Act and the Collective Bargaining Contract between the
19 parties. The following article shall be deemed to remain unchanged in the Collective Bargaining
20 Agreement except as set forth below:
21

**ARTICLE 5.0
TRANSFERS**

22 A transfer under this Article is a Unit Member being relocated from one college to another college,
23 either through a Requested Voluntary Transfer or a District-initiated Transfer, as those terms are
24 defined below. Only tenured Unit Members are eligible for Requested Voluntary Transfers under
25 Article 5.3. Both tenured and non-tenured Unit Members are eligible for District-Initiated Transfers
26 under Article 5.4.

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5.1 Definitions

5.1.1 "Primary Worksite" is the site where the Unit Member was originally hired to teach
or the site where the Unit Member is currently assigned as the result of a transfer.

5.1.2 "Partial-Load Transfer" as used in this Article is one in which the Unit Member is
assigned to teach a portion of his/her regular load at a site other than the Primary
Worksite.

5.1.3 "Full-Load Transfer" as used in this Article is one in which a Unit Member is
assigned to teach all of their his/her regular load at a site other than the Primary
Worksite.

5.1.4 "District-initiated Transfer" as used in this Article is one that is initiated by the
District because of a reduction in force (RIF) and may be a Partial-Load Transfer
or a Full-Load Transfer.

5.1.5 "Requested Voluntary Transfer" as used in this Article is one initiated by a tenured
Unit Member and may be a Partial-Load Transfer or a Full-Load Transfer.

5.1.6 A "position available for transfer" shall mean a teaching, counseling or librarian
position within the Faculty Association Unit that the District wishes to fill. The
position may be advertised concurrently until the determination for a Requested
Voluntary Transfer is made.

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5.2 General

5.2.1 The District shall assign Unit Members to teaching, counseling, and librarian
positions for which they meet minimum qualifications based upon the District's
needs.

52
53 When a Unit position(s) is vacant on any campus, notice of this vacancy shall be
54 given as soon as possible.

55
56 5.2.2 A Unit Member shall be assigned to no more than two (2) worksites per any one
57 (1) work day unless mutually agreed to by the District and the Unit Member.

58
59 5.3 Requested Voluntary Transfer

60
61 5.3.1 The District shall post a notice of every "position available for transfer" on the
62 District website for ten (10) days, as well as notify each tenured Unit Member by
63 District e-mail, within which time period tenured Unit Members may request in
64 writing a voluntary transfer.

65
66
67 5.3.2 A tenured Unit Member is eligible for transfer under the provisions of this article
68 only if the position "available for transfer" is within the Unit Member's discipline,
69 and the Unit Member possesses the minimum qualifications for the position and
70 has taught (or served as counselor or librarian) a minimum of 40% in the discipline
71 as part of regular load during any of the prior two years while employed by the
72 District. At the discretion of the college president of the campus to which transfer
73 is requested, the unit member may be ineligible for transfer if ~~their-his/her~~ most
74 recent summary evaluation was deemed "unacceptable" or if there are formal
75 charges of discipline pending as defined by California Education Code 87730-
76 87740 against the Unit Member.

77 ~~If the Unit Member is eligible, no hiring committee is needed and the District~~
78 ~~shall transfer the tenured Unit Member to the new assignment.~~

79
80 5.3.3 If ~~more than one~~ a tenured Unit Member ~~is~~ eligible for transfer under 5.3.2
81 above ~~requests a transfer to the same position available for transfer~~, the ~~unit~~
82 ~~member may submit a letter of interest to Human Resources, upon which the~~
83 ~~unit member's application will be automatically included in the search~~
84 ~~process and the unit member shall be guaranteed a first round interview~~
85 ~~District shall allow those tenured Unit Members to have interviews with a~~
86 ~~faculty and administration interview committee at the college to which~~
87 ~~transfer is requested.~~

88
89 ~~The District shall follow the appropriate procedures to transfer the tenured~~
90 ~~Unit Member selected by the interview committee to the new site location.~~

91
92 5.3.4 A tenured Unit Member who initiates a Requested Voluntary Transfer shall not
93 receive mileage.

94
95 5.4 District-initiated Transfers

96
97 5.4.1 The District shall consider the following factors when a District-initiated transfer
98 affects more than one Unit Member because of a RIF: (1) the Unit Member's length
99 of service to the District; i.e., seniority, and (2) the qualifications and demonstrated
100 ability of the Unit Member to perform the required services; i.e., minimum
101 qualifications.
102

103 5.4.2 District-initiated transfers shall not be made in an arbitrary, capricious, nor
104 discriminatory manner, nor shall discipline be a factor when a District- initiated
105 transfer is considered by the District.
106

107 5.4.3 The District shall present the reassigned Unit Member a written copy of the
108 reasons for a District-initiated transfer and provide for a conference between the
109 appropriate supervising Dean(s) or administrator(s) and the Unit Member to
110 discuss the reasons for transfer.
111

112 5.4.4 If a Unit Member requires retraining in order for the District to complete District-
113 initiated transfer, the District will offer retraining leave at no cost to the Unit Member
114 pursuant to Article 4.13 of this Agreement.
115

116 In the case of a Full-Load Transfer, any Unit Member who provides services at a
117 worksite which would cause travel of more than five (5) miles farther from **their**
118 **his/her** residence than **their his/her** Primary Worksite shall be compensated at
119 the amount established by District policy for ~~the duration of the transfer a~~
120 ~~maximum of two (2) semesters~~ for the total additional mileage difference if such
121 Unit Member utilizes **their his/her** personal vehicle between **their his/her**
122 residence and **their his/her** worksite.
123

124 5.4.5 In the case of a Partial-Load Transfer, any Unit Member who provides services at
125 a worksite which would cause travel of more than five (5) miles farther from **their**
126 **his/her** residence than **their his/her** Primary Worksite shall be compensated at
127 the amount established by District policy for the total additional mileage difference
128 if such Unit Member utilizes **their his/her** personal vehicle between **their his/her**
129 residence and his/her worksite, such compensation to be paid for the duration of
130 the transfer. Additionally, Unit Members will receive a stipend of \$85 per semester
131 to be paid at the end of the semester.
132

133 Signed and entered into this _____ day of _____, 2022.

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135 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION

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1 FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
2 TO THE
3 YUBA COMMUNITY COLLEGE DISTRICT
4 August 19, 2022

5
6 ARTICLE 3.0 – DISTRICT RIGHTS
7

8 3.1 It is understood and agreed that the District retains all of its powers and authority to
9 direct, manage, and control the institution in accordance with the law, provided,
10 however, the District acknowledges that such powers are circumscribed by the
11 provisions of this Agreement as set forth herein, including the provisions in Title 5 of the
12 Administrative Code. Included in the duties and powers of the District are the right to:

13 3.1.1 Determine its organization

14 3.1.2 Direct the work of its employees

15 3.1.3 Determine the times and hours of operation

16 3.1.4 Determine the kinds and levels of service to be provided and the methods and
17 means of providing them

18 3.1.5 Approve educational policies, goals, and objectives developed through the
19 consultative process

20 3.1.6 Insure the rights and educational opportunities of students

21 3.1.7 Determine staffing patterns – determine the number and kinds of personnel
22 required

23 3.1.8 Maintain the efficiency of District operations

24 3.1.9 Approve the curriculum as developed through the consultative process

25 3.1.10 Build, move, or modify facilities as per the Capital Projects Master Plan

26 3.1.11 Establish processes for budget development and determine budgetary allocation
27 through the consultative process

28 3.1.12 Determine the methods of raising revenue and contract out work

29 ~~3.1.13 Take action on any matter in the event of an emergency~~

30 3.2 In addition, the Board retains the right to hire, classify, assign, transfer, evaluate,
31 promote, terminate, and discipline employees, but such actions cannot abrogate the
32 rights granted pursuant to this Agreement, and the exercise of such rights must at all
33 times be conducted within the terms of this Agreement. The exercise of the foregoing
34 powers, rights, authority, duties, and responsibilities by the District, the adoption of
35 policies, rules, regulations, and practices in furtherance thereof, and the use of judgment
36 and discretion in connection therewith, shall be limited only by the provisions of this
37 Agreement, which shall supersede and prevail over any general statement of "District
38 Rights" to the contrary.
39

40 Signed and entered into this _____ day of _____, 2022.

41
42 FOR THE COLLEGE DISTRICT

FOR THE ASSOCIATION
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1 FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT
2 TO THE
3 YUBA COMMUNITY COLLEGE DISTRICT
4 August 19, 2022
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7 ARTICLE 12.0
8 SCHEDULE DEVELOPMENT
9

10 12.1 ~~Schedules for each semester shall be planned to~~ Every effort should be made to
11 ~~develop schedules each semester that will~~ accommodate the needs of students, to
12 ~~ensure the quality of education, and to utilize facilities efficiently.~~ This article
13 ~~applies to all faculty m~~Unit Members, including without limitation instructional
14 ~~faculty, resource faculty, counselors, and librarians.~~

15
16 ~~It is the The scheduling supervising~~ Dean ~~or Director appropriate administrator's~~
17 ~~responsibility to shall meet and consult with the Unit Member before finalizing~~ make
18 ~~the final decisions regarding complete~~ the schedule, ~~in consultation with Unit~~
19 ~~Member(s), based on the need of the specific program.~~ [status quo]

20
21 Unit Members shall be entitled to continue with teaching, counseling, and librarian
22 duties to the extent that the program continues to have such needs. That is to say
23 that the Unit Member shall have right of first refusalfirst right of refusal with respect
24 to continued teaching, counseling, and librarian duties that they have performed
25 historically, provided such duties remain a part of the program requirements.
26 [status quo] ***

27
28 12.1.1 Right of first refusalfirst right of refusal is defined as the right to continue to
29 counsel, perform assignment, or to teach a courseclass that one is teaching.
30 [status quo] ***

31
32 12.1.2 Right of first consideration is defined as the right to be offered sections of a
33 new course or new sections of an existing course before others. For non-
34 instructional Unit Members, right of first consideration shall apply to hours
35 and assignments.

36 12.1.2.1 When new sections, hours, or assignments are offered, right of first
37 consideration shall be given to full-time Unit Members and be made
38 based upon departmental/divisional seniority, except as noted in
39 Article 12.1.6.

40 12.1.2.2 Right of first consideration to a new section of an existing course or
41 a new non-teaching hour(s)/assignment(s) shall be offered to the Unit
42 Member who currently holds right of first refusal for the course. If
43 multiple Unit Members hold right of first refusal, the new section(s) or
44 hour(s)/assignment(s) shall be offered by seniority based on Unit
45 Members' hire date with the exception of the conditions outlined in
46 Article 12.1.6.

47 12.1.2.3 If a Unit Member develops a new course, they shall have the right of
48 first consideration to teach all sections of the course that are offered
49 within the first three years that the course is listed in the catalog.

50 12.1.3 The Unit Member shall retain ~~right of first refusal~~~~first right of refusal~~ as long
51 as ~~they~~~~he/she~~ continues to teach the class, ~~or counsel~~, or perform the
52 assignment except as noted in Articles ~~12.1.4~~~~13.7~~ and ~~12.1.5~~~~13.8~~. [status
53 quo; moved from Article 13.6] ~~***~~

54
55 12.1.4 In order to allow for flexibility both for the Unit Member and for the benefit of
56 the program, Unit Members with ~~right of first refusal~~~~first right of refusal~~ or
57 ~~right of first consideration~~ status may mutually agree with the assigning
58 Dean or Director to not teach or to substitute other assignment(s) for those
59 normally worked for a one-semester period without losing ~~right of first~~
60 ~~refusal~~~~first right of refusal~~ or ~~right of first consideration~~ status for the
61 vacated continuing assignment(s). In such cases, the Unit Member taking
62 the continuing assignment(s) ~~shall~~~~will~~ not gain ~~right of first refusal~~~~first right~~
63 ~~of refusal~~ for such assignment(s) and shall be informed of this at the time of
64 employment. [status quo; moved from Article 13.7] ~~***~~

65
66 12.1.5 The Unit Member with ~~right of first refusal~~~~first right of refusal~~ or ~~right of first~~
67 ~~consideration~~ status and the assigning Dean or Director (with the approval
68 of the appropriate College Vice President or Clear Lake Executive Dean) may
69 mutually agree that the Unit Member may, for one semester, not take the
70 assignment(s) and still retain ~~his/her~~ their ~~right of first refusal~~~~first right of~~
71 ~~refusal~~ or ~~right of first consideration~~ status. The Unit Member hired to teach
72 such course(s) or take such assignments shall be informed at the time of
73 employment that ~~they~~~~shall~~~~he/she~~ will not gain ~~right of first refusal~~~~first right~~
74 ~~of refusal~~ status for the assignment. [status quo; moved from Article 13.8]
75 ~~***~~

76
77 12.1.6 A Unit Member ~~shall~~~~will~~ not lose ~~right of first refusal~~ or ~~right of first~~
78 ~~consideration~~ ~~first consideration~~ rights to a course under any one of the
79 following conditions: ~~***~~

80
81 ~~13.9.1~~12.1.6.1 A course which the Unit Member has developed but was not
82 able to teach within the first three years that the course is listed in the
83 catalog ~~at the first two offerings~~, or ~~***~~

84
85 ~~13.9.2~~12.1.6.2 While on sabbatical or other approved leave, or ~~***~~

86
87 ~~13.9.3~~12.1.6.3 Where ~~the~~ agreed upon departmental two-year course ~~core~~
88 rotation does not allow a Unit Member to ~~accept~~ or continually teach
89 the course, or ~~***~~

90
91 ~~13.9.4~~12.1.6.4 When one Unit Member voluntarily relinquishes a class to
92 another Unit Member who needs the class for load. [status quo;
93 moved from Article 13.9] ~~***~~

94
95
96 12.1.7 ~~2~~ Unit Members shall retain ~~right of first refusal~~~~first right of refusal~~ and
97 ~~right of first consideration~~ to all ~~overload~~~~EP~~, intersession, and/or summer
98 assignments. [status quo] ~~***~~

99

12.2 ~~Before individual Unit Member course schedules and assignments are developed/finalized, the supervising Dean or Director shall request input from the currently employed Unit Members will be provided an opportunity to present input, in writing, regarding the curriculum/courses offered, non-instructional assignment(s), modality of offerings/sies, technology and/or other equipment needs, specialized classroom characteristics, time and day of offerings, location of room assignments, maximum number of teaching hours per day, and interest in overload assignments.~~

~~Before a Unit Member's individual schedule is finalized, tThe supervising Dean or appropriate administrator will shall meet and consult with consider the Unit Member's input in making individual schedules and assignments.~~

~~While recommendations of all personnel will be seriously considered, it is the responsibility of the supervising Dean or administrator to make the decisions for a schedule.~~

12.3 ~~In the event of impasse of opinionIf an agreement on the Unit Member's schedule cannot be reached, the Unit Member may request a conference be held with the Dean or Director and appropriate College Vice President, or Yuba Community College President in the case of the Sutter County Campus, and Woodland Community College President in the case of the Lake County Campus. The appropriate College Vice President, or Yuba Community College President in the case of the Sutter County Campus, and Woodland Community College President in the case of the Lake County Campus, will render a decision. Consultation-The decision shall not override a Unit Member's right of first refusalfirst right of refusal or right of first consideration. [status quo]***~~

ARTICLE 13.0

~~OVERLOAD/ (EP)EXTRA-PAY, INTERSESSION, AND SUMMER TEACHING, COUNSELING, AND LIBRARIAN ASSIGNMENTS [status quo]~~

13.1 Fifteen (15) load units (or equivalent) ~~a per semester~~ represents ~~the full regular a work load for a full-time Unit Mmember at a minimum the 40- hour work week~~ as ~~stated provided~~ in Article 7.1.

~~However, the Association recognizes that it may be necessary and prudent for Unit Members to teach or perform overloadEP assignments to meet the needs of their programs as well as to meet the needs of the District. [status quo]~~

~~An eOverload assignment is any assignment in excess of the full regular load of a full-time Unit Member, excluding summer session and intersession, including summer session and intersession assignments, with the exception of special projects. Overload can be compensated at the Unit Member's extra pay rate, by banking the overload units, or by using the overload to balance within an academic year. The terms "overload" and "extra-pay" have the same meaning throughout this Agreement unless otherwise specified.~~

13.42 ~~Unit Members have right of first refusalfirst rights of refusal to continue teaching courses or performing assignments they have taught or performed in the past (refer to Articles 12.1 and 12.2). [status quo]***~~

151
152 13.23 Prior to being provided ~~EP-overload assignments~~, Unit Members must have a full regular
153 load, as stated in Article 7.1. Unit members shall will make the determination as to
154 which units are considered load and overloadEP. [status quo] ***The terms
155 “overload” and “extra-pay” have the same meaning throughout this Agreement
156 unless otherwise specified.
157

158 13.423 ~~Unit Members Overload assignments shall be compensated at the rates specified~~
159 ~~in Exhibit B.2 for overload units that are not going towards load banking or~~
160 ~~balancing. Non-instructional Unit Members overload assignments shall be~~
161 ~~compensatedpaid at the lecture Lab rates specified in of the Exhibit B.2 for non-~~
162 ~~instructional overload unitsschedule for each clock-hour of non-teaching duties.~~
163

Extra-pay Load Limits

165 13.3.1 In an academic year, in consultation with the appropriate administrator, Unit
166 Members may teach no more than eighteen (18) EP load units during any
167 year of this contract, and no more than nine (9) EP load units in any one
168 semester, exclusive of intersession and summer session. Subject to mutual
169 consent between the District and the Association, the appropriate College
170 President may authorize excess of this limit in extenuating circumstances.
171

172 13.3.2 Unit Members in the Reduced Workload Program (Article 16.1.7) shall be
173 subject to the load requirements and limitations set forth in the Education
174 Code and any other applicable law.
175

176 13.5 Unit Members shall be compensated at the rates specified in Exhibit B.3 for summer
177 session and intersession assignments.
178

179 13.64 ~~Maximum overload is six (6) eighteen (18) units for an academic year,~~
180 ~~excludingcontract hours in any given term. Including intersession and summer~~
181 ~~session for which there is no cap. Exceptions may be granted by the appropriate~~
182 ~~Vice President. Subject to mutual consent between the District and the Association,~~
183 ~~the appropriate College President may authorize excess of this limit in extenuating~~
184 ~~circumstances. [status quo; moved from 13.3.1]~~
185

186 Unit Members shall retain right of first refusalfirst rights of refusal and right of first
187 consideration to all overloadEP, intersession, and/or summer session assignments
188 as defined in Article 12. [status quo] ***
189

190 First right of refusal is defined as the right to continue to counsel or to teach a class
191 that one is teaching. ***
192

193 ~~13.5 Unit Members on performance improvement plans are not eligible for overload~~
194 ~~assignments. Exceptions may be granted by the appropriate Vice President.~~
195

196 Right of first refusalfirst right of refusal for filling an overloadEP, intersession,
197 and/or summer session assignment shall be given to a Unit Member. [status quo]
198 *** That is to say, when new sections, hours, or assignments are offered, right of
199 first consideration shall be given to full-time Unit Members and be made based upon
200 departmental/divisional seniority, except as noted in Article 12.1.6.
201

202 13.76 The Unit Member shall retain ~~right of first refusal~~~~first right of refusal~~ as long as
203 ~~they~~~~he/she~~ continues to teach the class, ~~or~~ counsel, or perform the assignment
204 except as noted in Articles 13.87 and 13.98. [status quo] ~~***~~
205

206 13.87 In order to allow for flexibility both for the Unit Member and for the benefit of the
207 program, Unit Members with ~~right of first refusal~~~~first right of refusal~~ or right of first
208 consideration status may mutually agree with the assigning Dean or Director to not
209 teach or to substitute other assignment(s) for those normally worked for a one-
210 semester period without losing ~~right of first refusal~~~~first right of refusal~~ or right of
211 first consideration status for the vacated continuing assignment(s). In such cases,
212 the Unit Member taking the continuing assignment(s) ~~shall~~~~will~~ not gain right of first
213 ~~refusal~~~~first right of refusal~~ for such assignment(s) and shall be informed of this at
214 the time of employment. [status quo] ~~***~~
215

216 13.98 The Unit Member with ~~right of first refusal~~~~first right of refusal~~ or right of first
217 consideration status and the assigning Dean or Director (with the approval of the
218 appropriate College Vice President or Clear Lake Executive Dean) may mutually
219 agree that the Unit Member may, for one semester, not take the assignment(s) and
220 still retain ~~his/her~~ their right of first refusal~~first right of refusal~~ or right of first
221 consideration status. The Unit Member hired to teach such course(s) shall be
222 informed at the time of employment that ~~they~~ ~~shall~~~~he/she~~ ~~will~~ not gain right of first
223 ~~refusal~~~~first right of refusal~~ status for the assignment. [status quo] ~~***~~
224

225 ~~13.9 A Unit Member will not lose first-consideration rights to a course under any one of~~
226 ~~the following conditions: ~~***~~~~
227

228 ~~13.9.1 A course which the Unit Member has developed but was not able to teach at~~
229 ~~the first two offerings, or ~~***~~~~
230

231 ~~13.9.2 While on sabbatical or other approved leave, or ~~***~~~~
232

233 ~~13.9.3 Where core rotation does not allow a Unit Member to continually teach the~~
234 ~~course, or ~~***~~~~
235

236 ~~13.9.4 When one Unit Member voluntarily relinquishes a class to another Unit~~
237 ~~Member who needs the class for load. ~~***~~~~
238

239 [Note: 13.9 was moved to Article 12.]
240

241 13.10 When new sections are offered, the right of first consideration to teach these
242 classes shall be made based on full-time faculty departmental seniority, except as
243 noted in Article 13.9.
244

245 ~~13.10 Non-instructional EP assignments shall be paid at the Lab rate of the Exhibit B2~~
246 ~~schedule for each clock hour of EP non-teaching duties.~~
247

248 ~~*** Note: Sections denoted with *** are sections that are only subject to impact bargaining.~~
249 ~~The *** only applies to the elimination of right of assignment waiver/right of first~~
250 ~~refusal/entitlement to overload/EP. "Right of refusal" language constitutes a waiver of~~
251 ~~management rights with respect to the District's statutory power to assign its employees.~~
252 ~~As a waiver is a permissive (non-mandatory) subject of negotiation, the parties are bound~~

253 ~~by the terms of the agreement until the expiration of the agreement or until it is modified~~
254 ~~by the parties. (Eureka City School District (1992) PERB Decision No. 955.) See also, Ed~~
255 ~~Code section 87484:~~

256
257 ~~(a) In the event a regular employee of a community college district has tenure as a~~
258 ~~full-time regular employee of the district, any assignment or employment of such~~
259 ~~employee in addition to his or her full-time regular assignment may be terminated~~
260 ~~by the governing board of the district at any time.~~

261
262 ~~(b) Any assignment or employment of a contract employee in addition to his or her~~
263 ~~full-time assignment may be terminated by the governing board of the district at~~
264 ~~any time.~~

265
266