

1 YUBA COMMUNITY COLLEGE DISTRICT  
2 TO THE  
3 FACULTY ASSOCIATION OF THE YUBA COMMUNITY COLLEGE DISTRICT  
4 August 30, 2022  
5

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

11  
12 ARTICLE 12.0  
13 SCHEDULE DEVELOPMENT  
14

15 Unit Members shall be entitled to continue with teaching, counseling, and librarian duties to the  
16 extent that the program continues to have such needs. That is to say that the Unit Member shall  
17 have first right of refusal with respect to continued teaching, counseling, and librarian duties that  
18 they have performed historically, provided such duties remain a part of the program  
19 requirements. It is the scheduling Dean's responsibility to complete the schedule, in consultation  
20 with Unit Member(s), based on the need of the specific program.  
21

22 12.1 ~~Schedules for each semester shall be planned to~~ *Every effort should be made to*  
23 ~~develop schedules each semester that will~~ *accommodate the needs of students, to*  
24 ~~ensure the quality of education, and to utilize facilities efficiently. This article~~  
25 ~~applies to all Unit Members, including without limitation instructional faculty,~~  
26 ~~resource faculty, counselors, and librarians.~~

27  
28 ~~Unit Members shall be entitled to continue with teaching, counseling, and librarian~~  
29 ~~duties to the extent that the program continues to have such needs. That is to say~~  
30 ~~that the Unit Member shall have first right of refusal with respect to continued~~  
31 ~~teaching, counseling, and librarian duties that they have performed historically,~~  
32 ~~provided such duties remain a part of the program requirements.~~

33  
34 ~~It is t~~~~he~~ ~~scheduling supervising~~ Dean ~~or~~ *Director appropriate administrator's*  
35 responsibility to ~~make the final decisions regarding shall meet and consult with the~~  
36 ~~Unit Member before finalizing complete~~ the schedule ~~based on the need of the~~  
37 ~~specific program.~~

38  
39 ~~Unit Members shall be entitled to continue with teaching, counseling, and librarian~~  
40 ~~duties to the extent that the program continues to have such needs. That is to say~~  
41 ~~that the Unit Member shall have right of first refusal with respect to continued~~  
42 ~~teaching, counseling, and librarian duties that they have performed historically,~~  
43 ~~provided such duties remain a part of the program requirements.~~

44  
45 ~~12.1.1 Right of first refusal~~ ~~First right of refusal is defined as the right to continue~~  
46 ~~to counsel, perform assignment, or to teach a courseclass that one is~~  
47 ~~teaching. \*\*\*~~

48  
49 ~~12.1.2 Right of first consideration is defined as the right to be offered sections of a~~  
50 ~~new course or new sections of an existing course before others. For non-~~

51 instructional Unit Members, right of first consideration shall apply to hours  
52 and assignments.

53 12.1.2.1 When new sections, hours, or assignments are offered, right of first  
54 consideration shall be given to full-time Unit Members and be made  
55 based upon departmental/divisional seniority, except as noted in  
56 Article 12.1.6.

57 12.1.2.2 Right of first consideration to a new section of an existing course or  
58 a new non-teaching hour(s)/assignment(s) shall be offered to the Unit  
59 Member who currently holds right of first refusal for the course. If  
60 multiple Unit Members hold right of first refusal, the new section(s) or  
61 hour(s)/assignment(s) shall be offered by seniority based on Unit  
62 Members' hire date with the exception of the conditions outlined in  
63 Article 12.1.6.

64 12.1.2.3 If a Unit Member develops a new course, they shall have the right of  
65 first consideration to teach all sections of the course that are offered  
66 within the first three years that the course is listed in the catalog.

67  
68 12.1.3 The Unit Member shall retain right of first refusal as long as they continue to  
69 teach the class, counsel, or perform the assignment except as noted in  
70 Articles 12.1.4 and 12.1.5. [\[Moved from Article 13.6 as modified\]](#) \*\*\*  
71 \_\_\_

72 12.1.4 In order to allow for flexibility both for the Unit Member and for the benefit of  
73 the program, Unit Members with right of first refusal or right of first  
74 consideration status may mutually agree with the assigning Dean or Director  
75 to not teach or to substitute other assignment(s) for those normally worked  
76 for a one-semester period without losing right of first refusal or right of first  
77 consideration status for the vacated continuing assignment(s). In such  
78 cases, the Unit Member taking the continuing assignment(s) shall not gain  
79 right of first refusal for such assignment(s) and shall be informed of this at  
80 the time of employment. [\[Moved from Article 13.7\]](#) \*\*\*  
81 \_\_\_

82 12.1.5 The Unit Member with right of first refusal or right of first consideration  
83 status and the assigning Dean or Director (with the approval of the  
84 appropriate College Vice President or Clear Lake Executive Dean) may  
85 mutually agree that the Unit Member may, for one semester, not take the  
86 assignment(s) and still retain their right of first refusal first right of refusal or  
87 right of first consideration status. The Unit Member hired to teach such  
88 course(s) or take such assignments shall be informed at the time of  
89 employment that they shall not gain right of first refusal status for the  
90 assignment. [\[Moved from Article 13.8\]](#) \*\*\*  
91 \_\_\_

92 12.1.6 A Unit Member shall not lose right of first refusal or right of first  
93 consideration under any one of the following conditions: \*\*\*  
94 \_\_\_

95 12.1.6.1 A course which the Unit Member has developed but was not able to  
96 teach within the first three years that the course is listed in the  
97 catalog \*\*\*  
98 \_\_\_

99 12.1.6.2 While on sabbatical or other approved leave, or

100  
101 12.1.6.3 Where the agreed upon departmental two-year coursecore rotation  
102 does not allow a Unit Member to accept or continually teach the  
103 course, or

104  
105 12.1.6.4 When one Unit Member voluntarily relinquishes a class to another  
106 Unit Member who needs the class for load. [Moved from Article 13.9]

107  
108 12.1.72 Unit Members shall retain right of first refusal~~first right of refusal~~ and right  
109 of first consideration to all overload~~EP~~, intersession, and/or summer  
110 assignments. \*\*\*

111  
112 12.2 Before individual Unit Member schedules and assignments are developed, the  
113 supervising Dean or Director shall request written input from the currently  
114 employed Unit Members regarding the courses and offered, non-instructional  
115 assignment(s), modality of offerings, time and day of offerings, room assignments,  
116 and interest in overload assignments.

117  
118 Before a Unit Member's individual schedule is finalized, the supervising Dean shall  
119 meet and consult with consider the Unit Member.

120  
121 While recommendations of all personnel will be seriously considered, it is the  
122 responsibility of the supervising Dean or administrator to make the decisions for a  
123 schedule.

124  
125 12.3 In the event of impasse of opinion~~if an agreement on the Unit Member's schedule~~  
126 cannot be reached, the Unit Member may request a conference be held with the  
127 Dean or Director and appropriate College Vice President, or Yuba Community  
128 College President in the case of the Sutter County Campus, and Woodland  
129 Community College President in the case of the Lake County Campus. The  
130 appropriate College Vice President, or Yuba Community College President in the  
131 case of the Sutter County Campus, and Woodland Community College President in  
132 the case of the Lake County Campus, will render a decision. Consultation~~The~~  
133 decision shall not override a Unit Member's right of first refusal~~first right of refusal~~  
134 or right of first consideration. \*\*\*

## 135 136 ARTICLE 13.0

### 137 OVERLOAD/-(EP)EXTRA-PAY, INTERSESSION, AND SUMMER TEACHING, 138 COUNSELING, AND LIBRARIAN ASSIGNMENTS

139  
140 13.1 Fifteen (15) load units (or equivalent) a semester represents the full regular load for  
141 a full-time Unit Member at a minimum the 40-hour work week as stated provided in  
142 Article 7.1. However, the Association recognizes that it may be necessary and  
143 prudent for Unit Members to teach or perform overload~~EP~~ assignments to meet the  
144 needs of their programs as well as to meet the needs of the District.

145  
146 Overload is any assignment in excess of the full regular load of a full-time Unit  
147 Member as provided for in Article 7. , including S~~summer~~ session and intersession  
148 assignments are considered the same as overload assignments. , with the exception  
149 of Overload does not included special projects. The terms "overload" and "extra-

150 pay” have the same meaning throughout this Agreement unless otherwise  
151 specified.

152  
153 **13.2** ~~Unit Members have right of first refusal~~first rights of refusal to continue teaching  
154 ~~courses or performing assignments they have taught or performed in the past (refer~~  
155 ~~to Articles 12.1 and 12.2).~~ \*\*\*

156  
157 ~~13.3~~ Prior to being provided ~~EP overload~~, Unit Members must have a full regular load, as  
158 stated in Article 7.1. Unit members ~~shall~~will have the right to make the determination as  
159 to which units are considered load and ~~overload~~EP.

160  
161 **13.43** Unit Members shall be compensated at the rates specified in Exhibit B.2 for  
162 overload units that are not going towards load banking or balancing. Non-  
163 instructional Unit Members shall be compensated at the *lecture Lab* rates specified  
164 in Exhibit B.2 for *non-instructional overload units each clock hour of non-teaching*  
165 overload duties.

166  
167 Extra-pay Load Limits

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

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

178  
179 **13.45** Unit Members shall be compensated at the rates specified in Exhibit B.32 for  
180 summer session and intersession assignments.

181  
182 **13.4** Maximum overload is *six (6) contract hours eighteen (18) units in any given*  
183 *semester or intersession and* summer session. Subject to mutual consent between  
184 the District and the Association, the appropriate *College Vice-President* may  
185 authorize excess of this limit in extenuating circumstances. [\[Moved from 13.3.1\]](#)

186  
187 ~~Unit Members shall retain right of first refusal~~first rights of refusal and right of first  
188 ~~consideration to all overload~~EP, intersession, and/or summer session assignments  
189 ~~as defined in Article 12.~~ \*\*\*

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

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

196  
197 ~~Right of first refusal~~First right of refusal for filling an overloadEP, intersession,  
198 and/or summer session assignment shall be given to a Unit Member. That is to say,  
199 when new sections, hours, or assignments are offered, right of first consideration

200 ~~shall be given to full-time Unit Members and be made based upon~~  
201 ~~departmental/divisional seniority, except as noted in Article 12.1.6.~~

202  
203 ~~13.76 The Unit Member shall retain right of first refusal~~~~first right of refusal~~ ~~as long as~~  
204 ~~they/he/she continues to teach the class, or counsel, or perform the assignment~~  
205 ~~except as noted in Articles 13.87 and 13.98. \*\*\*~~  
206

207 ~~13.87 In order to allow for flexibility both for the Unit Member and for the benefit of the~~  
208 ~~program, Unit Members with right of first refusal~~~~first right of refusal~~ ~~or right of first~~  
209 ~~consideration status may mutually agree with the assigning Dean or Director to not~~  
210 ~~teach or to substitute other assignment(s) for those normally worked for a one-~~  
211 ~~semester period without losing right of first refusal~~~~first right of refusal~~ ~~or right of~~  
212 ~~first consideration status for the vacated continuing assignment(s). In such cases,~~  
213 ~~the Unit Member taking the continuing assignment(s) shall~~~~will~~ ~~not gain right of first~~  
214 ~~refusal~~~~first right of refusal~~ ~~for such assignment(s) and shall be informed of this at~~  
215 ~~the time of employment. \*\*\*~~  
216

217 ~~13.98 The Unit Member with right of first refusal~~~~first right of refusal~~ ~~or right of first~~  
218 ~~consideration status and the assigning Dean or Director (with the approval of the~~  
219 ~~appropriate College Vice President or Clear Lake Executive Dean) may mutually~~  
220 ~~agree that the Unit Member may, for one semester, not take the assignment(s) and~~  
221 ~~still retain his/her their right of first refusal~~~~first right of refusal~~ ~~or right of first~~  
222 ~~consideration status. The Unit Member hired to teach such course(s) shall be~~  
223 ~~informed at the time of employment that they shall~~~~he/she will~~ ~~not gain right of first~~  
224 ~~refusal~~~~first right of refusal~~ ~~status for the assignment. \*\*\*~~  
225

226 ~~13.9 A Unit Member will not lose first-consideration rights to a course under any one of~~  
227 ~~the following conditions: \*\*\*~~  
228

229 ~~13.9.1 A course which the Unit Member has developed but was not able to teach at~~  
230 ~~the first two offerings, or \*\*\*~~  
231

232 ~~13.9.2 While on sabbatical or other approved leave, or \*\*\*~~  
233

234 ~~13.9.3 Where core rotation does not allow a Unit Member to continually teach the~~  
235 ~~course, or \*\*\*~~  
236

237 ~~13.9.4 When one Unit Member voluntarily relinquishes a class to another Unit~~  
238 ~~Member who needs the class for load. \*\*\*~~  
239

240 ~~[Note: FAYCCD moved 13.9 to Article 12.]~~

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

247 \*\*\* Note: Sections denoted with \*\*\* are sections that are only subject to impact bargaining.  
248 The \*\*\* only applies to the elimination of right of assignment waiver/right of first  
249 refusal/entitlement to overload/EP. "Right of refusal" language constitutes a waiver of  
250 management rights with respect to the District's statutory power to assign its employees.

251 **As a waiver is a permissive (non-mandatory) subject of negotiation, the parties are bound**  
252 **by the terms of the agreement until the expiration of the agreement or until it is modified**  
253 **by the parties. (Eureka City School District (1992) PERB Decision No. 955.) See also, Ed**  
254 **Code section 87484:**

255  
256 (a) **In the event a regular employee of a community college district has tenure**  
257 **as a full-time regular employee of the district, any assignment or**  
258 **employment of such employee in addition to his or her full-time regular**  
259 **assignment may be terminated by the governing board of the district at any**  
260 **time.**

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

265  
266