

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

5 **August 17, 2022**  
6

7 The Tentative Agreement between the Yuba Community College District and the Yuba College  
8 American Federation of Teachers is expressly entered pursuant to the Education Employment  
9 Relations Act and the Collective Bargaining Agreement between the parties. All other provisions  
10 of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth  
11 below or as otherwise mutually agreed:  
12

13 **ARTICLE 2**  
14 **FEDERATION RIGHTS**  
15

16 **2.1 YC-AFT Access to District Facilities**  
17

18 YC-AFT shall have the right to use District mailboxes and bulletin board spaces  
19 designated by the District subject to the following conditions: (a) all postings for bulletin  
20 boards or items for District mailboxes must contain the date of posting or distribution and  
21 the identification of the organization, together with a designated authorization by a YC-  
22 AFT officer; (b) YC-AFT will not post or distribute information which is derogatory or  
23 defamatory of the District or its personnel.  
24

25 2.1.1 YC-AFT shall have the right to use District facilities at reasonable times for the  
26 purpose of meetings concerned with the exercise of rights provided by the Rodda  
27 Act, and providing that the conduct of such business does not interfere with District  
28 operations or with the duties of District employees.  
29

30 2.1.2 YC-AFT representatives shall have the right of access to unit members, provided  
31 it doesn't interfere with the educational process. Such duly authorized  
32 representatives shall be permitted to transact official business as necessary to the  
33 performance of YC-AFT responsibilities to members of the bargaining unit, except  
34 that such access shall not interfere with the operations of the District and shall not  
35 interfere with the duties of unit members or other District employees.  
36

37 2.1.3 The District shall make best efforts to provide every unit member with a mailbox  
38 in the established central location for mail distribution at his or her work site. At  
39 the beginning of each semester, the District shall provide email addresses for all  
40 current unit members to YC-AFT, for the purpose of facilitating communication  
41 among unit members regarding matters relevant to employment with YCCD.  
42

43 **2.2 Information to YC-AFT and**  
44 **Orientation Meetings**  
45

46 2.2.1 The District shall furnish to YC-AFT information upon request concerning the  
47 bargaining unit and budget data. Board agendas and minutes will be sent  
48 automatically.  
49

50 **2.2.2 Employee Information**  
51

52 2.2.2.1 The District shall furnish to YC-AFT contact information on new hires. The  
53 information will be provided to YC-AFT electronically via a mutually  
54 agreeable secure FTP site or service, within 30 days from the date of hire

55 of a newly hired employee or by the first pay period of the month following  
56 hire. This contact information shall include the following items:

- 57
- 58 i. First Name;
- 59 ii. Middle Initial;
- 60 iii. Last name;
- 61 iv. Suffix (e.g. Jr., III);
- 62 v. Job Title;
- 63 vi. Department;
- 64 vii. Primary Worksite Name;
- 65 viii. Work Telephone Number;
- 66 ix. Work Extension;
- 67 x. Home Street Address (incl. Apartment #);
- 68 xi. City;
- 69 xii. State;
- 70 xiii. ZIP Code (5 or 9 digits);
- 71 xiv. Home Telephone Number (10 Digits) if on File with the District;
- 72 xv. Employee Cellular Telephone Number (10 Digits) if on File with the  
73 District;
- 74 xvi. Email Address of the Employee if on File with the District;
- 75 xvii. Assigned Units Including Intersessions.
- 76

77 2.2.2.2 “Newly hired employee” or “new hire” means any employee hired by the  
78 District into the part-time faculty bargaining unit represented by YC-AFT  
79 subsequent to the prior new employee orientation.

80  
81 2.2.2.3 The District shall provide YC-AFT with a list of all bargaining unit  
82 members’ names and same information in the same format as Article  
83 2.2.2.1, above, on the last working day of September, January, and May.

### 84 85 2.2.3 New Employee Orientation/Onboarding

86  
87 2.2.3.1 The District shall provide YC-AFT mandatory access to new employee  
88 orientations, if conducted. “New employee orientation” means the  
89 onboarding process of a newly hired public employee, whether in person,  
90 online, or through other means or mediums, in which employees are  
91 advised of their employment status, rights, benefits, duties and  
92 responsibilities, or any other employment-related matters.

93  
94 2.2.3.2 YC-AFT shall receive not less than ten (10) days’ notice in advance of  
95 any orientation/onboarding, except that a shorter notice may be provided  
96 in a specific instance where there is an urgent need critical to the  
97 District’s operations that was not reasonably foreseeable. For any new  
98 faculty member hired after a scheduled orientation/onboarding, the  
99 District may meet this obligation by providing not less than ten (10) days’  
100 notice that new faculty may be sent a new hire packet electronically  
101 between the week prior and two weeks after the start of classes.

102  
103 2.2.3.3 In the event the District conducts one-on-one or group orientations with  
104 new employees, YC-AFT shall have thirty (30) minutes for one (1) YC-  
105 AFT representative to conduct its portion of the orientation session. A  
106 YC-AFT Labor Relations Representative may attend the orientation  
107 session. The Federation shall be allowed to present written materials,  
108 including a membership authorization form, during their presentation.

110 2.2.4 District shall post on the District website all current Board Policies and  
111 Administrative Procedures and shall, for the duration of this Agreement, notify  
112 YC-AFT of all changes to Board Policies and Administrative Procedures by  
113 electronic format within thirty (30) days of the Board action.  
114

115 2.3 Dues Deductions  
116

117 2.3.1 Upon receipt of written authorization from YC-AFT, the District shall deduct from  
118 the pay of unit members the normal and regular monthly YC-AFT membership  
119 dues of 2%. All such deductions shall be forwarded to YC-AFT within seven  
120 (7) business days.  
121

122 2.3.2 The District shall not be obligated to put into effect any new, changed,  
123 reinstated or discontinued deduction unless the change is in the District payroll  
124 office prior to the tenth (10<sup>th</sup>) of the month.  
125

126  
127 2.3.3 YC-AFT agrees to indemnify, defend, and hold the District harmless against any  
128 claims made of any nature whatsoever and against any claim or suit instituted  
129 against the District arising from its collection and deduction and payment of YC-  
130 AFT membership dues.  
131

132 2.3.4 MAINTENANCE OF DUES AUTHORIZATION  
133

134 The District will honor YC-AFT's certification of an employee's written  
135 authorization for dues deductions until such time as YC-AFT notifies the District  
136 that such authorizations have been revoked by the employee in writing pursuant  
137 to the terms of the dues authorization form.  
138

139 2.4 College Membership Meetings  
140

141 On twenty-four (24) hour notice to the college president or designee, YC-AFT's campus  
142 representative shall have the right to schedule college membership meetings during  
143 normal operating hours in the buildings of the campus, provided that no member shall be  
144 released from his/her scheduled classes for such meetings, and provided that facilities  
145 are available.  
146

147 2.5 Copies of this Agreement  
148

149 ~~The cost of printing the copies of this Agreement shall be shared equally between~~  
150 ~~YCCD and YC-AFT.~~ After it becomes effective, a copy **of this Agreement** shall be  
151 **distributed posted to the District's website where it shall be available** to each  
152 member of the bargaining unit now employed, or hereafter employed.  
153

154 2.6 Release Time  
155

156 2.6.1 YCCD shall provide to YC-AFT the equivalent of fifteen (15) units of pay at the  
157 hourly rate of step one, column one (Lecture), per semester for the purpose of  
158 contract administration and grievance processing.  
159


160 2.6.2 In accordance with Education Code Section 87768.5, upon request, unit members  
161 serving as elected officers of the Federation or an affiliated organization shall be  
162 granted additional paid leave for services as an elected officer and for other  
163 federation business. The Federation shall reimburse the District within 10 days after

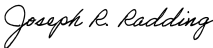
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receiving the District's certification of payment of compensation to the employee for this additional leave. (Educ. Code § 87768.5.)

Yuba Community College District

Yuba College – American Federation of Teachers

  
[Randy Erickson \(Aug 17, 2022 12:49 PDT\)](#)





  
[Elaine Robinson \(Aug 22, 2022 14:27 PDT\)](#)

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