

**GROUND RULES GOVERNING NEGOTIATIONS  
BETWEEN THE YUBA COMMUNITY COLLEGE DISTRICT AND  
TO THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS  
August 17, 2022**


The following ground rules governing negotiations have been agreed to by the Yuba Community College District (YCCD) and the Yuba College American Federation Of Teachers (YC-AFT) bargaining teams for the duration of the negotiations leading to a successor agreement to the FY 2019-2022 Collective Bargaining Agreement (CBA).

1. Chief Negotiators and Team Members - Each team's chief negotiator must be present at all negotiating meetings, unless both teams mutually agree to continue with one or both absent. In the absence of a chief negotiator, a chief negotiator may designate another team member to serve as acting chief negotiator. Changes in team membership will be allowed if necessary, provided that the change is communicated in writing between chief negotiators.
2. Authorization – Presence at the table constitutes authorization to negotiate by both sides under the provisions of, and in accordance with, the Educational Employee Rights Act (“EERA”), California Government Code section 3540 et seq. and YCCD Board Policy 7140.
3. Good Faith – It is the intent of both teams that negotiations be conducted at the bargaining table and in good faith towards achieving a CBA mutually beneficial to both YCCD and YC-AFT members. Both teams, and the parties they represent, agree to make negotiations a high priority.
4. Meetings –Due to the current pandemic, the teams agree to utilize on-line video technology (e.g., Zoom) to facilitate these negotiations. The teams will mutually select the time and date of each negotiation meeting. By mutual agreement, starting and ending times for each meeting may be altered if necessary. Neither team may cancel without legitimate cause.
  - a. The teams agree that neither team shall record (video or audio) the negotiation meetings except by mutual agreement. If any audio and/or video recording is allowed, either team may request copies of the recordings. The teams further agree not to redirect or re-broadcast the negotiation meetings beyond the identified bargaining team members. Only identified bargaining team members, identified subject matter experts, and/or other mutually agreed upon and identified individuals shall be permitted to view, listen, or otherwise participate in these negotiations.
  - b. When a bargaining schedule has been established, the teams agree to adhere to that schedule barring unforeseen circumstances. The teams agree that they will endeavor to notify the other with as much advance notice as possible of any meeting cancellation. The teams will, to the extent possible, discuss changes to negotiation dates at least forty-eight (48) hours in advance. In the event a negotiation meeting has to be cancelled, the teams agree to re-schedule that meeting.
  - c. It is the responsibility of each team to inform their respective representatives of the next meeting, date, time, and location.
5. Parking Lot - If no agreement has been reached on a particular item, the teams may agree to defer such item and negotiations may continue on other items.
6. Resources – Each team may bring an expert on a particular subject matter or other necessary persons to a negotiation meeting to present and/or receive information from the other team. Such persons shall be regarded as resource people and not as team members. People used in this context shall not include Yuba Community College District students or members of the media except by mutual agreement. Resource people will abide by all ground rules listed in this document. By mutual agreement of the chief negotiators, resource persons may be asked to leave for all or a portion of the meeting.

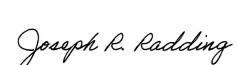

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- 7. Recesses and Caucuses – Either team may call for a recess or caucus whenever deemed necessary. When a caucus is called, the team requesting the recess or caucus will provide a time estimate of the caucus, which may be updated and communicated to the other team via electronic messaging. Each team acknowledges that lengthy recesses or caucuses may be grounds for either team to declare that the meeting needs to end and that any pending discussions or negotiations need to be carried over to the next scheduled meeting.
- 8. Minutes – There will be no joint minutes. Each team will be responsible for keeping its own record.
- 9. Document Exchange –All proposals and counter proposals shall be submitted in writing and electronically.
- 10. Information Requests – Information requests shall be presented in writing. Each side will make every effort to provide requested information within a reasonable time. Information requests are understood to mean requests for existing data or information that do not unduly burden either team or their resource people.
- 11. Tentative Agreements – All tentative agreements achieved shall be reduced to writing, dated, and signed by the teams. Electronic signatures are acceptable. All such dated and signed agreements remain tentative pending completion of the entire CBA final ratification of the entire CBA by the YC-AFT membership and approval by the Board of Trustees. Each team shall recommend that its principals ratify and/or adopt any comprehensive tentative agreement on all matters under negotiation reached by the parties’ negotiation teams.
- 12. Communications – Both teams have the responsibility to keep their represented constituents informed about the progress of negotiations. Each team has the right to make periodic progress reports to the team’s constituencies; such reports shall be truthful and designed to be informative of the bargaining process.
- 13. Confidentiality – If both chief negotiators agree that a conversation will be kept “off the record,” then no notes will be taken and all elements of the “off the record” exchange will be kept strictly confidential.
- 14. Both teams agree to conduct themselves with mutual professionalism, civility, respect and dignity. No bargaining team member shall be discouraged from being an active, vocal participant in discussions. Respect for team members representing each party as well as the leadership of the District and YC-AFT will be shown at all times. Unprofessional conduct and personal attacks may be grounds to end a negotiation meeting at the discretion of either chief negotiator.
- 15. All negotiation meetings shall be closed to the public other than as specified in Rule 6 Resources.
- 16. These ground rules may be amended by mutual agreement.

For YCCD:

  
Randy Erickson (Aug 17, 2022 12:49 PDT)  
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For YC-AFT:

  
Joseph R. Radding  
\_\_\_\_\_  
  
Elaine Robinson (Aug 22, 2022 14:28 PDT)  
\_\_\_\_\_  
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1                                   **TENTATIVE AGREEMENT BETWEEN THE**  
2                                   **YUBA COMMUNITY COLLEGE DISTRICT**  
3                                   **AND THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

4  
5                                   **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:  
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13                                   **ARTICLE 10**  
14                                   **CONFERENCE AND TRAVEL**

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16    10.1    Conference and Travel funds are the funds available to unit members from the Staff  
17            Development Funds and are to be used to upgrade or improve the unit member's ability  
18            to perform his/her assignment.  
19

20            The funds may be used to cover the cost of transportation, meals, lodging, registration  
21            fees or other expenses related to a professional conference, seminar or class.  
22

23    10.2    Guidelines

24  
25            10.2.1 To be eligible, a unit member must have taught a minimum of four (4) out of the  
26            last eight (8) semesters (or summer session) for the District.  
27

28            10.2.2 Funds are awarded on a first come, first served basis.  
29

30            10.2.3 The maximum amount per unit member shall be determined by the District's Staff  
31            Development Committee.  
32

33            10.2.4 An eligible unit member will be funded over a two (2) year period of time the  
34            amount determined by the District's Staff Development Committee.  
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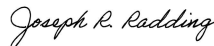
36            10.2.5 At the conclusion of the funded activity, the unit member must file a one (1) page  
37            report **with the appropriate staff development committee**, summarizing the  
38            activity. The report should include how the information obtained will be used in  
39            the unit member's assignment. **The report will be sent to the Director of Human**  
40            **Resources Development and Personnel Services.**  
41

42    Yuba Community College District

42    Yuba College – American Federation of Teachers

43    

44    Randy Erickson (Aug 17, 2022 12:49 PDT)

43    

44    Elaine Robinson

45    Elaine Robinson (Aug 22, 2022 14:27 PDT)

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# TA-Art-10-Travel-2022-08-17

Final Audit Report

2022-08-31

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✔ Agreement completed.

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

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5                                   **August 17, 2022**  
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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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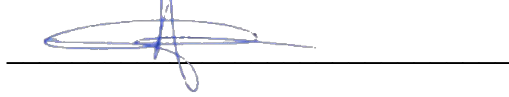
receiving the District's certification of payment of compensation to the employee for this additional leave. (Educ. Code § 87768.5.)

Yuba Community College District



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

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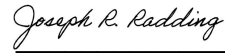
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Yuba College – American Federation of Teachers



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

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**PROPOSAL FROM THE  
YUBA COMMUNITY COLLEGE DISTRICT  
TO THE YUBA COLLEGE AMERICAN FEDERATION OF TEACHERS**

**August 17, 2022**

17 The collective bargaining proposal presented herein by the Yuba Community College District to  
18 the Yuba College American Federation of Teachers is expressly made pursuant to the Education  
19 Employment Relations Act and the Collective Bargaining Agreement between the parties. The  
20 following proposal is intended to apply only to the Article set forth below. All other provisions of  
21 the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth  
22 below or as otherwise mutually agreed:  
23

**ARTICLE 4  
WORKLOAD/ASSIGNMENTS**

24 4.1 Assignments shall be made to meet the needs of the District and shall be made  
25 considering the following factors: qualifications, satisfactory evaluations (in all aspects of  
26 the evaluation) special job-related skills, and scheduling needs of the District.  
27

28 4.1.1 Unit members may teach up to twenty (20) load units per academic year  
29 (excluding summer session).

30 4.1.2 Unit members may be assigned a combination of teaching and non-teaching  
31 academic assignments to a maximum of 67% of a full-time faculty assignment.  
32 (Exhibit A) If the law changes regarding the maximum assignment for part-time  
33 faculty, the parties shall reopen negotiations regarding any impacts upon request  
34 of either party.

35 67% teaching load is the maximum allowable assignment for faculty duties.  
36 Professional ancillary duties such as Academic Senate, committee assignments  
37 and assignment as a Public Safety Facilitator, and other assignments as mutually  
38 agreed upon, shall not count towards the 67% faculty assignment.  
39

40 4.1.3 In a non-teaching assignment, unit members may complete 26.67 hours of non-  
41 teaching per week for  
42 36 weeks for a maximum of 960 hours per academic year (exclusive of summer  
43 session).  
44

45 4.1.4 The performance of substitute services on a day-to-day basis by members of the  
46 unit shall not be considered as an assignment within the meaning of this  
47 Agreement, nor for the purposes of determining whether an individual is  
48 performing 67% or more of a full-time assignment within the meaning of the Ed  
49 Code §87482.5.  
50

51 4.1.5 Part-Time Faculty Member Return Rights.  
52

53 4.1.5.1 Within the schedule of classes as determined by the District, part-time  
54 faculty who have taught a minimum of six (6) semesters of general  
education and pre-collegiate courses shall be entitled to seniority-based  
rights to continue teaching a load equal to the highest load taught in any  
of the last six (6) semesters up to a maximum load of six (6) semester  
units.

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

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

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

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

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

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

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

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

~~4.1.5.6.1 — Yuba College~~

~~4.1.5.6.2 — Woodland Community College~~

~~4.1.5.6.3 — Lake County Campus~~

110 4.1.5.7 Teaching assignments will be offered to part-time faculty members  
111 based upon their earned seniority. Management has the right to offer  
112 assignments to any qualified part-time faculty member once all qualified  
113 part-time faculty members with more seniority are offered assignments  
114 to their **maximumhighest** load. The unit member shall have five (5)  
115 business days to accept an offer of assignment, unless the District  
116 expressly provides for more time to respond in the written offer of  
117 assignment.

118 **[Note: Clarifies existing rights and practices. Article 4.1.5.1**  
119 **distinguishes between the “maximum” load and the load to which**  
120 **unit members may gain rights – “a load equal to the highest load**  
121 **taught in any of the last six (6) semesters.” The “maximum” load**  
122 **does not adjust on a member-to-member basis.]**  
123

124 4.1.5.8 The return rights articulated in Article 4.1.5 are for initial scheduled  
125 assignments only and are for units, not specific courses. For purposes  
126 of this Article, “initial scheduled assignments” means assignments  
127 offered to and accepted by unit members that are in writing and made  
128 through official District practices and protocols, and pursuant to 4.3  
129 of this article. In the event a class is cancelled, there are no bumping  
130 rights. Unit members shall receive notice before an assigned class is  
131 cancelled. The District shall attempt two methods of communicating such  
132 notice using the most recent contact information for the unit member.  
133 Unit members shall be paid for the first week of an assignment when  
134 class is cancelled or reassigned to a full-time faculty member less than  
135 two weeks before the scheduled start date.  
136

137 4.1.5.9 Unit members may opt to have their return rights transferred to a  
138 different location within the District. To do so, a unit member must notify  
139 the District, in writing, of their interest to transfer their return rights to a  
140 different location within the District.  
141

142 4.1.5.10 Seniority based assignments shall not be made to any course involving  
143 a class meeting, lecture, lab, or other teaching component, on Saturdays  
144 without the prior agreement of the unit member. Assignments made at  
145 the District’s discretion, as described in section 4.1.5.2, may involve  
146 Saturday teaching components, with or without the unit member’s  
147 agreement.  
148

149 4.2 Unit members will accrue summer return rights to a load equal to that which the member  
150 has taught in previous summer semesters, to a maximum of six (6) units. Summer  
151 return rights only apply to summer courses.  
152

153 4.3 The District will make available to currently employed unit members a form on which they  
154 may indicate their interest and availability in an assignment for a subsequent semester,  
155 including the summer session. Those part-time unit members who respond by the  
156 deadline will be notified no later than thirty (30) days prior to the start of the semester of  
157 the requested assignment if they are not to be sent a tentative contract. Such notification  
158 will be either (1) by District mail, (2) by U.S. Mail using the address provided on the  
159 Instructor Availability/Preference Form, or (3) by email using the faculty member’s District  
160 assigned email address.  
161

162 An administrative oversight that may cause failure to provide such notice will not entitle  
163 the affected member to an assignment.  
164



**Proposed Changes to  
Yuba Community College District and  
Yuba College–American Federation of Teachers  
Collective Bargaining Agreement  
Beginning July 1, 2022**

***ARTICLE 16.5—CAREER DEVELOPMENT AND ADVANCEMENT***

- 16.5.1 The parties recognize that it is in the best interests of student success to enhance the capabilities of part-time faculty members and to expand opportunities for part-time faculty members to become full-time faculty members at a College.***
  
- 16.5.2 The District shall share with the Unit all relevant budgetary and personnel planning information that could relate to part-time faculty career development and advancement to full-time, tenured faculty status.***
  
- 16.5.3. The parties shall meet and confer on at least an annual basis to discuss the status of implementing plans and strategies for supporting part-time faculty career development and advancement.***