



**Office:** (209) 575-6179  
**Fax:** (209) 575-6766

**Date:** March 12, 2018  
**To:** YCCD Negotiating Team  
**From:** YFA Negotiating Team  
**Re:** YFA response to YCCD proposal, dated Feb-23-2018

The Yosemite Faculty Association (YFA) has received the Yosemite Community College District's (YCCD) proposal submitted on Feb-23-2018. The YFA rejects this proposal.

**The YFA counter-offer is this:**

1. **Article 6 (Evaluations)**—The YFA agrees to the changes as amended in this article, but proposes a modification to Article 6 and Appendix C, along with the items under subsection “d” below:

a. YFA proposes the following language modification from Article 6.6.2:

- 1) **Current proposed language from Article 6.6.2**—Student surveys. Student surveys shall be administered between the 40% and 75% completion point of the respective course. (For student evaluations, use forms in Appendix C-5).
- 2) **New proposed language for Article 6.6.2**—Student surveys. Student surveys shall be administered between the 40% and 75% completion point of the respective course **by the Immediate Administrator**. (For student **evaluations surveys**, use forms in Appendix C-5).

*(Note: Using the current proposed language in item #1 above, there is no consistency among Appendix C-3a, C-3b, and C-3c regarding the administration of student surveys. Strike “student evaluations” and replace with “student surveys” for consistency. Instead, the new proposed language in item #2 is proposed as a minor repair. Faculty cannot file a grievance against another faculty member. Although an evaluatee can file a grievance against the process, it should not be subject to any particular mistakes made by faculty when administering the student surveys. Likewise, the Immediate Administrator is the person responsible for processing these student surveys, so it makes the most sense to have this person administer these surveys to the students.)*

- b. Eliminating SLO participation in faculty evaluations that was previously discussed in both Article 6 and Appendix C;
  - c. Adding the phrase “*participation in outcome assessments and analysis individually and/or in groups*” to Articles 4.1.3 and 4.1.5.
  - d. The YCCD shall include the following language to demonstrate compliance with these California Education Codes:
    - 1). **Section 87601**—“Academic year” means that period between the first day of a fall semester and the last day of the following spring semester.
    - 2). **Section 87605**—A probationary or contract faculty member shall be deemed to have completed his or her first contract year if he or she provides service for 75 percent of the first academic year.
    - 3). **Section 87606**—A probationary or contract faculty member may be deemed to have completed the second, third, or fourth contract year, as appropriate, if the probationary or contract faculty member provides service for a percentage of the academic year as is required in an agreement between the District and the Association.
    - 4). **Section 87663**—Contract faculty shall be evaluated at least once in each academic year. A probationary faculty member shall be accorded the right to be evaluated under clear, fair, and equitable evaluation procedures locally defined through the collective bargaining process where the faculty has chosen to elect an exclusive representative. Those procedures shall ensure good-faith treatment of the probationary faculty member without according him or her *de facto* tenure rights.
2. **Article 7 (Part-Time) Adjunct Faculty**—The YFA agrees to the reemployment procedures that were jointly developed with the YCCD, but proposes one modification to the reemployment preference language.
- a. YFA proposes the following language modification:
    - 1) **Current proposed language**—Adjunct faculty members who receive evaluations of “satisfactory with recommendations” shall not accrue additional ranking points until a follow-up evaluation has been improved to “satisfactory.” Additionally, these adjunct faculty will not have reemployment preference above other adjunct faculty within their department(s) while the “satisfactory with recommendations” remains in

effect. Upon improvement to “satisfactory” in the follow-up evaluation, these adjunct faculty member’s accrued reemployment points will be reinstated to their original numbers.

- 2) **New proposed language**— Adjunct faculty members who receive evaluations of “satisfactory with recommendations” shall not accrue additional ranking points until a follow-up evaluation has been improved to “satisfactory,” **but would be assigned according to the points these adjunct faculty have already accrued.** ~~Additionally, these adjunct faculty will not have reemployment preference above other adjunct faculty within their department(s) while the “satisfactory with recommendations” remains in effect.~~ Upon improvement to “satisfactory” in the follow-up evaluation, **these adjunct faculty members would continue to accrue points to their existing totals.** ~~accrued reemployment points will be reinstated to their original numbers.~~

*(Note: The current proposed language from #1 above may overly punish adjunct faculty for having received a “Satisfactory with Recommendations” and it may unintentionally limit a Dean’s ability to sufficiently cover sections, depending on the availability of all other adjunct faculty in that department. The new proposed language in #2 above is suggested as a minor repair to potentially sidestep both of these concerns.)*

- b. The Parties agree to explore and develop a plan regarding adjunct faculty office hours. The Parties intend to complete research, develop options, and analyze costs regarding office hours, locations, and requirements for fulfillment, and potential funding sources, by end of the 2018-2019 academic year. If a mutually agreeable funding source is available and adjunct faculty office hour structure is agreed upon, the Parties will implement no later than the next approved and ratified agreement.
- c. It is incumbent upon the adjunct faculty member to bear all costs of travel to and from his or her assigned teaching location. The District shall provide for the payment of the actual and necessary additional expenses, including travel expenses, of an adjunct faculty member incurred while performing services for the District in any given day, with the exception of travel between East and West Campuses of MJC.

For adjunct Allied Heath faculty with multiple off-site rotational assignments, the District shall pay the appropriate actual and necessary additional travel expense beyond 10 miles.

The District may pay appropriate actual and necessary additional travel expenses for courses outside the District's service area. Prior to accepting this assignment, adjunct faculty should confer with the Immediate Administrator regarding availability of travel reimbursement. (California Education Code 87032)

3. Article 4 (Workload)/Appendix B (Workload Baseline Data Report)—The YFA agrees to the language involving class-size balancing and large class accommodations as proposed in sections 4.7 and 4.10, respectively. Additionally:
  - a. Lab hours currently loaded at 1.0 shall remain at this level; however, labs loaded at 0.75 shall be raised to 0.85.
  - b. In compliance with the Fair Labor Standards Act, full and adjunct faculty shall only volunteer if they are serving in a different capacity from which they are paid. They shall not volunteer for “same type of services” that are paid as part of their regular employment, either as full-time or adjunct faculty.
    - 1) All full-time and adjunct faculty who work during the summer months, or perform extra work in addition to their contractual assignments for the fall and spring semesters, for District or College-initiated expectations shall receive reimbursement based on their placement on the PTOL salary schedule.
    - 2) All faculty who are asked, encouraged, advised, or expressly told by administration that specific tasks need to be accomplished during the summer months, or perform extra work in addition to their contractual assignments for the fall and spring semesters, shall submit their hours to the YCCD and receive their reimbursement for those hours on the next month's paycheck based on their placement on the PTOL salary schedule.
      - a) Example #1—Academic Senate Presidents shall submit their summer hours for work involving such activities as accreditation, program review, SLOs, Guided Pathways, and other similar work needing attention over the summer (i.e., any days between the last day of the spring semester and the first day of the fall semester). If Academic Senates are expected to meet over the summer for their required quorums at meetings to complete such work, these faculty shall also submit hours to the YCCD for reimbursement.
      - b) Example #2—Nursing faculty who perform summer work in preparation for the upcoming academic year (e.g., grant-writing, department faculty meetings, or other coordinating activities), shall submit their hours worked to the YCCD for reimbursement.

- c) Example #3—Counselors who provide student services support during the summer months shall either be reimbursed by the YCCD for these hours or shall have these hours applied to their upcoming required accountable time hours.
  - d) Example #4—All faculty who are expected or required to attend or participate in specialized training (e.g., teaching at a prison, learning new software which has been adopted and purchased by the District for faculty implementation, etc.), shall be paid based the corresponding rate from the faculty member’s placement on the PTOL salary schedule.
  - e) Example #5—All faculty who perform project-based work shall receive a stipend rate based on the faculty member’s current placement on the PTOL salary schedule multiplied by the number of hours of work performed.
  - f) Except for the above proposals, all remaining contract language in Article 4 and Appendix B shall remain in effect.
- c. Current class caps meet reasonable targeted productivity goals. To better ensure student success, YFA rejects the YCCD’s proposal for class capacity.
- d. Reassigned time
- 1) Reassigned time for any faculty member within the YCCD shall be exclusively negotiated with the YFA. The District shall not engage in any direct-bargaining with any faculty member regarding reassigned time, regardless of reason, assignment, load, or campus location.  
(Article 2.1—Recognition, YFA Contract, page 1)  
  
(Note: Stipends are addressed in Example #5 above).
  - 2) To promote equity in compensation between instructional and non-instructional faculty members for reassignments, if reassigned time for a non-instructional faculty member results in an overload, it shall be compensated comparable to that for an instructional faculty member with an instructional load. **Illustrative example**: A 10% reassignment for an instructional faculty resulting in 10% overload results in payment for 26.25 hours at the instructional rate. A 10% reassignment for a non-instructional faculty member resulting in a 10% overload would be compensated as a stipend for 26.25 hours at the instructional rate. If

these two faculty members are at the same step and column, their payments for this same 10% reassignment will be identical.

4. Article 14 (Compensation and Fringe Benefits)—YFA agrees to the District’s proposal to adjust the salary schedule to 25 steps and the adjusted PTOL salary schedule as outlined in the District’s proposal, dated Feb-23-2018, Article 14—Compensation, page 1, Items #4 (a) and (b).
  - a. The District shall pay all faculty a 2.5% ATB salary increase, retroactive to June 30, 2015, following Board approval and faculty ratification of this agreement. There are no conditions assigned to this salary increase.
  - b. Article 14.2 (Adjunct Total Compensation)—Existing language shall remain as currently codified.
    - 1) The PTOL salary schedule shall not be separated between adjunct faculty and full-time faculty teaching overload.
    - 2) The full-time certificated salary schedule and the PTOL shall remain coupled. All future ATB salary increases shall have identical percentage increases on the first 13 steps of both salary schedules.
    - 3) The PTOL salary schedule shall reflect the District’s proposal, dated Feb-23-2018, Article 14—Compensation, page 1, Items #4 (a) and (b).
    - 4) The District shall provide adjunct faculty the opportunity to purchase through the YCCD, at the adjunct faculty member’s own expense, the life insurance options provided to full-time faculty.
  - c. Beginning June 30, 2018, an annual snapshot of the existing cohort in Article 14.1 shall be made and applied to the faculty’s total compensation beginning July 1<sup>st</sup> with the faculty recognizing this increase in their August 1<sup>st</sup> paychecks. The District shall follow the schedule below:
    - 1) July 1, 2018—YFA shall rank at least 8<sup>th</sup> within the current cohort. This does not preclude negotiations to advance beyond rank 8 or achieve the current cohort median for this year.
    - 2) July 1, 2019—YFA shall rank at least 6<sup>th</sup> within the current cohort. This does not preclude negotiations to advance beyond rank 6 or achieve higher rankings of the current cohort median for all subsequent years.

- d. The YFA shall remain ranked at least 6<sup>th</sup> or higher in the current cohort established in Article 14.1 for all subsequent years.
- e. Benefits—The YCCD shall provide a maximum contribution for medical benefits which include two fully-paid medical options and offer three buy-up options. Beginning October 1, 2017, YCCD shall pay up to \$1,478. Beginning October 1, 2018 through September 30, 2021, YCCD shall continue to provide two fully-paid options and offer three buy-up options provided that the cost is \$1,600 or less. Medical benefits shall be renegotiated beginning in Spring of 2021. If, however, medical benefits exceed \$1,600 in cost before September 30, 2021, then automatic negotiations between the YFA and YCCD shall be triggered.
  - 1) The YCCD shall pay full, lump-sum medical premium reimbursements to all faculty who paid the premium differences since October 1, 2016. The same lump-sum premium reimbursement shall also be paid to retired faculty who paid the premium differences since October 1, 2016 up until their retirement.
  - 2) Fully paid dental and vision benefits shall be provided by the District.
  - 3) A fully paid life insurance plan, with buy-up options, shall be provided to the faculty by the District.
- f. Reverse “Me Too” Effects Clause—If the YCCD Board of Trustees approve any “me too” agreements with other District employee groups, then these agreements shall also result in any reverse effects experienced by the YFA being applied to ALL individuals in the District.
  - 1) Example #1—The YFA and YCCD are unable to reach a Tentative Agreement after numerous months of negotiations. During this time, medical premiums have increased but without any additional medical benefit commitment from the District. Consequently, faculty begin paying the difference in medical coverage every month until a new Tentative Agreement is reached. If the YCCD has reached any “me too” agreements with any other District employee groups, then ALL employees—as well as the Board of Trustees—shall pay the same difference in medical coverage as the faculty.
  - 2) Example #2—The YFA and YCCD are unable to reach a Tentative Agreement after numerous months of negotiations. During this time, the State budget has declined for community colleges and the YCCD is receiving fewer funds. The YCCD reaches an agreement with the faculty

to reduce salaries to help balance the District's budget. If the YCCD has reached any "me too" agreements with any other District employee groups, then ALL employees—as well as the Board of Trustees who may be receiving a stipend—shall have the same percentage/proportion reduction in salary as the faculty.

- 3) If the YCCD Board of Trustees does not enter into any "me too" agreements with other employee groups, then the "Reverse 'Me-Too' Effects Clause" shall be unnecessary.

5. Contract Language Updates—The YFA/YCCD Contract will remove outdated information (such as outdated years) and replaced with the appropriate corrected updates (e.g., Article 31.1 to read "June 30, 2018.")

As necessary, the contract will renumber the appropriate articles (e.g., Article 38 has become Article 7, so Articles 39 and 40 will be renumbered).

6. Reopeners—The YFA will continue negotiations with the District regarding class size as well the items listed below:

- a. Article 4 / Appendix B (Workload)
- b. Article 9 / Appendix D (Sabbaticals)
- c. Article 10 (Banking)
- d. Article 11.2 (Sick Leave)
- e. Article 12 (Sick Leave Donation Program)
- f. Article 15 (Full-Time Salary Placement and Advancement)
- g. Article 16 (Adjunct and Overload Salary Placement and Advancement)
- h. Article 20 / Appendix H (Faculty Service Areas)
- i. Article 39 (Due Process)
- j. Article 40 (Discipline)

7. The negotiation order of the above-listed articles will be discussed at the first negotiation meeting following approval/ratification of the T.A.