

The More You Know – March 23, 2018

Dear Colleagues,

Attached is the latest version of *The More You Know*. Again, my apologies for not sending my weekly newsletters the last couple of weeks.

This edition is a focus on our current status regarding negotiations. As you know, negotiations started 29 months ago but have produced no Tentative Agreement for faculty ratification or Board approval. I have reattached the District's last proposal (dated Feb-23-2018), though you have seen it in previous emails.

I have also attached the YFA reply to the District (dated Mar-12-2018). Some minor changes were submitted by YFA, which include:

- **Article 4 (Workload)**—This latest counter-proposal by the YFA regarding reassigned time and stipends clarifies (under **EXISTING** contract language), that the administration is **NOT** to engage in direct-bargaining with faculty regarding reassigned time or stipends. This practice must stop. We have faculty receiving reassigned time which never went through YFA; that is a violation of both the YFA contract as well as the Educational Employment Relations Act (EERA). Additionally, the stipend-rates offered to faculty have been done in an arbitrary manner. So, the counter-proposal by YFA specifies that the appropriate stipend-rate shall be based upon the faculty member's placement on the part-time/overload (PTOL) salary schedule.
- **Article 6 (Evaluations)**—Clarification that administration conducts the student surveys on faculty evaluations rather than by our colleagues. Appendix C of the contract (see attached) shows a mixed-process for this depending on whether you are first, second, third, or fourth-year probationary, tenured, or adjunct faculty. The process needs to be consistent and we need to eliminate accidental mistakes in administering the student surveys by faculty. The administration is handsomely compensated and, thus, can take the full brunt of any mistakes made when conducting the student surveys. (see the attached YFA reply to the YCCD, dated Mar-12-2018)
- **Article 7 (Part-Time/Adjunct Faculty)**—Clarification that faculty receiving a "Satisfactory with Recommendations" would receive their assignments according to the points already accrued in the reemployment process. Additionally, these faculty would continue to accrue more points on top of their existing points once the "Recommendations" have been cleared.
- **Article 14 (Compensation)**—In past counter-proposals, the YFA has been willing to discuss a new cohort in the future but with the requirement that our compensation is based on the current cohort (and obtaining a median ranking) until such time that a new cohort is agreed upon. In this latest proposal, however, YFA has completely removed that option. The YFA has no interest in agreeing to a new cohort.
 - **Reverse "Me Too" Effects Clause**—In the past, the other District employee groups (CSEA, LTAC, the District Cabinet) have received the same proportion of salary increase

as the faculty—even when these groups had already “settled” agreements prior to YFA. However, when faculty have lost revenue due to paying toward our monthly medical premiums because negotiations were still on-going, these other employee groups incurred no negative effects. CSEA, in particular, keeps pursuing a “me too” agreement in their contract negotiations. In response, YFA has made it clear that any formal “me too” agreements will need to have attached the reverse-effect (e.g., paying toward medical premiums, etc.) to demonstrate fairness to the YFA.

Email Exchange Between the YFA and YCCD

I have both heard and seen some utterly absurd statements coming from the District during this negotiation process. But the most recent reply from the District really “takes the cake.” Apparently, I need to apologize to the faculty for not being clear, direct, blunt, and transparent enough with the District regarding the “underlying issues to which YFA has objections.” (see attached)

I swear, I must be the worst Communication Studies Professor around if I wasn’t clear enough during negotiations. {rolling my eyes}

As you will notice in our latest email exchange with the District on Mar-20-2018, the YFA is filing for impasse. Our attorney, who has been providing legal counsel about negotiations, has been out with another case this past week. I will be following-up with her this Monday to get the impasse filed.

In the meantime, please read the attachment entitled “What Does Impasse Mean?” It provides a clear overview about what the YFA can expect. **At the very end of the document, you will notice that YFA recommends that all faculty begin saving at least one-month’s salary in the event of a strike.** The earliest that a strike would happen would most likely occur no earlier than the Fall semester. It is unknown which month a strike might occur as it depends upon how quickly the Public Employee Relations Board (PERB) completes the impasse process.

Immediately after the application for impasse has been sent, I will send a follow-up confirmation with you.

Stay informed. Stay engaged. Stay united.

Jim Sahlman