

Office of Public Affairs

Negotiating contractual changes and coming to agreement on compensation and benefits is extremely difficult. The District team has done so in good faith, honestly, and prudently.

YFA

YCCD's version of negotiating in good faith, honestly, and prudently
apparently means: (1) engaging in direct bargaining between a YCCD negotiating team member and the Columbia College Academic Senate regarding stipends and reassigned time; (2) engaging in direct bargaining between YCCD negotiating team members and faculty who are not on the YFA negotiating team regarding stipends for *Guided Pathways* (**NOTE:** Stipends have been a topic of negotiations since September 11, 2017, with *Guided Pathways* being one of the examples described in the YFA proposal and reinforced in the YFA's latest proposal on March 12, 2018.); (3) engaging in conditional bargaining when the YCCD Board required that faculty workload was to be completed during negotiations before any discussions about faculty compensation could occur, despite the fact that the 2015 tentative agreement between the YFA and YCCD made no such requirement; (4) engaging in a unilateral change in the conditions of the contract when the YCCD offered 2% to the YFA because that is what was offered to CSEA, LTAC, and the Cabinet even though YFA has no "me too" clause in our contract; (5) engaging in interference with YFA membership when an elected Trustee attempted to undermine YFA leadership in violation of Government Code 3543.5(a); and (6) lacking the authority to bargain over compensation by the District's team when it made offers to the YFA that were not approved by the Board. (**NOTE:** This is of great concern to the YFA since a tentative agreement went unapproved by the Board in 2015 as a result of not being informed of the District team's offer to the YFA ahead of time).

This information is being provided to the YCCD community for informational purposes only and to promote transparency in government.

This would be a nice departure from past practice for a District which has a history of denying transparency on Board minutes (thus, resulting in the YFA purchasing the monthly DVDs and posting the Board meetings on the YFA's YouTube Channel) and a history of two YCCD chancellors approving large contracts while making public endorsements for private companies (despite violating Board Policy 1100 and section 72000(b)(4)(A) of the California Education Code). See <http://www.modbee.com/news/article208617374.html> **and** <http://www.modbee.com/opinion/letters-to-the-editor/article209445199.html>

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The Board of Trustees and the District Team believe that the Contract Proposal on the table supports the educational mission of the District and demonstrates significant support for the faculty.

How does the YCCD's proposal support the District's mission of "responding to the needs of our diverse community through excellence in teaching, learning, and support programs," MJC's mission of using "the latest scholarship of teaching and learning," and Columbia's mission of offering a "supportive and engaging learning environment" when it proposes increased class capacities and over-extended faculty workloads?

In 2015-2016 the Class Size Committee was established as a workgroup as part of a tentative agreement between the Yosemite Community College District and the Yosemite Faculty Association. This same tentative agreement included a 5% across the board pay increase, and a commitment to continue to work on Appendix B issues.

The 2015 tentative agreement did, indeed, include a commitment to establishing a Class Size Committee--recommending body similar to the recommending body of the Joint Benefits Committee. The committee's recommendation was just that--a recommendation. It had no authority to impose a particular class size nor did either the YFA or YCCD negotiating teams have an obligation to automatically accept the committee's recommendation. Further, the original purpose of the Class Size Committee was to codify the existing class sizes for courses throughout the District--then "house" them somewhere (e.g., on the instructional websites of each college or other location)--and then refer to that "list" when scheduling courses. It was never intended during the 2015 negotiations to be a vehicle for either increasing class sizes or standardizing all classes.

The Committee's task, identified in negotiations, was to develop a process for determining exceptions to a conceptual class size maximum.

"A Class Size Committee shall be appointed to develop a process for determining class size for courses offered by YCCD" (2015 Tentative Agreement). It was NOT part of the tentative agreement to determine standardized class sizes, exceptions to class size maximums, or raising class sizes. It was (as stated above) to determine the existing class sizes offered throughout the District so that the "list" would be codified. Statements to the contrary are factually incorrect.

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To establish consistency, the teams agreed to a process to assign similar groups of classes to one of four standard class sizes: 25, 30, 35, or 40 students. The District's latest Contract Proposal also listed 45 as a possible option in this list.

On January 27, 2018, the YFA and YCCD reached a temporary tentative agreement (non-binding) to explore the standardization of classes. As discussions progressed, however, there was disagreement about how "ties" would be broken when consensus could not be reached on class sizes. On February 10, 2018, the YFA was tasked with reaching-out to faculty through the YFA Representative Council to discover what support--if any--the faculty would have for reaching an agreement regarding class size. Overwhelmingly, the response that the YFA negotiating team received was that any such agreement would need considerably more time to research and develop. This was communicated to the District's team during negotiations. The District's latest proposal on February 23, 2018 of raising class sizes to 45 was never discussed during negotiations.

In the Contract Proposal, the District proposes standardizing workload across all departments at both colleges to eliminate the variability, establish consistency from class to class, department to department, and college to college, and simplify calculations for effective double-checking at the college level to ensure proper compensation for all faculty.

The District's proposal is a cookie-cutter approach to a more complex discussion topic.

The relevant contract language (Article 14, Section 14.1) states that there is a goal that YCCD Faculty rank at least median of the cohort of comparable districts on each benchmark. This language is aspirational and the current Contract Proposal offer on the table moves faculty salaries significantly and permanently toward this goal.

The relevant contract language is the thesis statement contained in the first sentence of Article 14.1, "Total Compensation is determined by adding the weighted average of fixed cost benefits (medical, dental, vision, etc) and all rate-driven benefits (STRS, workers' comp, Medicare, etc) to each step of the highest non-doctorate salary column for each district in the cohort." It does NOT say it is determined by the Board's "me too philosophy" or any other criteria. Further, the cohort was ratified by the faculty and unanimously approved by the Board in 2007 following a 3-year study. YCCD's representation included participation by the Interim Chancellor and the Executive Vice Chancellor of Fiscal Services. The YFA's Lead Negotiator at the time is now on the YCCD's negotiating team. It is disingenuous to have given that much Board and District support following a 3-year collaborative effort only now to suddenly say that the criteria for total compensation should be ignored.

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There are two major factors constraining the District's ability to promise public tax dollars for the purpose of additional higher salary increases.

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YFA has offered the District a variety of options so that the YCCD can honor its contractual agreement regarding the cohort. We have been willing to negotiate a plan with a reasonable timeline to get the faculty to median of the established and agreed-upon cohort. The District has planned for its other obligations and has met those commitments. The YFA has difficulty understanding why our contractual agreement with the YCCD is any less binding than that of the contracts and commitments that the YCCD has made with other groups over the years. Additionally, it is disingenuous to pay substantially more than the YCCD contracted with Ferrilli and yet claim that the YFA's contractual agreement should not be met. Why is an external contract more important than an internal contract? Review the Ferrilli contracts, payments, and approvals for travel reimbursements and payments made to Ferrilli by Dan Duffy (YCCD "Interim Assistant Vice Chancellor of I.T." at the time) despite the fact that Government Code 1090 states this should not have occurred. See files in this Google Drive <https://drive.google.com/open?id=1Kqy3lxILFV2RtQqDoRUT-ZpyhSQGBLnh>

The Board understands that faculty total compensation reportedly falls below the goal of reaching median of the contractual cohort and they would like to close as much of the gap below median as possible given current fiscal realities. But the Board and the District must act prudently to protect the health of the organization.

If the Board and the District want to act prudently (i.e., care and thought for the future) to protect the health of the organization, then why did YCCD officials fail to plan for its contractual responsibility and agreement to the faculty years ago? Relying on the statement that the "goal of median is aspirational" just reinforces that the District never had any intention to meet and maintain this goal given the absence of its planning. The District has planned and pursued other goals. Why is this goal any different? If the District was so prudent in exercising fiscal responsibility, then why has it paid almost three times the original Ferrilli service fees (and without going to public bidding?) Perhaps DataPath (<http://www.mydatapath.com/>) in Modesto could have accomplished the same service at a cheaper price. At the very least, was DataPath even asked (because this business was denied the ability to bid for the contract).

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CSEA and the Leadership Team accepted the 2% increase at that time, resulting in the 2% increase for 11 months of the 2017-18 year. YFA chose not to accept the offer at that time.

YFA does not have a "me too clause" in our contract and accepting 2% simply because the YCCD offered that amount to the other employee groups would have potentially set a precedent that ignoring a decade-old agreement regarding the cohort would have been acceptable by the YFA. It wasn't then and it isn't now.

The District has proposed to increase the PTOL schedule in four ways to improve "adjunct parity."

According to Article 14.2 of the YFA contract, the goal for "adjunct parity" is supposed to be at 70%. But the YCCD has made little no improvement for adjunct faculty whose parity is below 50%.

The District contribution for the YFA remained at \$1420 as the parties did not reach agreement on a successor collective bargaining agreement and YFA chose not to negotiate during the summer of 2016. As a consequence, faculty has had to pay \$10 out of pocket which represents the difference between the District's negotiated contribution and the lowest cost health plan.

YFA did not negotiate over the summer because all work must be compensated according to the Fair Labor Standards Act (FLSA). YFA team members were compensated during the academic year for their regular duties and reassigned time allotment for negotiations as contained in the YFA contract. Since the YCCD chose not to extend compensation during the summer months, YFA negotiators did not volunteer free hours of labor in violation of the FLSA. If YFA had requested and received the same benefits as other District employees when a tentative agreement had not yet been reached, other employee groups would have had a legitimate gripe about (un)fair treatment. Further, YFA would have demonstrated bad faith had we accepted any such benefits package without a tentative agreement but then not reach agreements on other negotiable topics (e.g., evaluations, part-time reemployment preferences, etc.) The District's attempt to criticize the YFA for taking the high road and negotiating fairly seems horribly misplaced.

The District has offered retroactive payment effective October 1, 2017, to remain within the current fiscal year.

Retroactive payment does not cover the reimbursement that faculty are owed back to October 1, 2016.

It has taken 29 months to reach this point, and there has been much commentary and hard work put in by both YFA and District representatives. When breaks in the negotiations are tallied (e.g. Summers 2016, 2017, winter breaks, etc.), nearly 12 months were lost.

There has also been significant delaying outcomes--either intentional or unintentional--by the District negotiating team when it has failed to come prepared for negotiation meetings when "homework" was assigned by the negotiating facilitator or repeatedly claim that it has no direction from the Board. Wasting the YFA's time has been both frustrating and unacceptable.