

YCCD "STORY"

A Class Size Committee was established as a workgroup in support of the negotiation process between the YCCD and the YFA. The Committee was comprised of Faculty from both Columbia College and Modesto Junior College, including representation from both Academic Senate and YFA, as well as administrators from both colleges. The Class Size Committee outlined a process for establishing class sizes. These recommendations were further refined at the negotiations table, resulting in a draft process to move class sizes to one of four standard sizes based on course characteristics: 25, 30, 35, or 40. Management of a comprehensive college district requires the constant balancing of faculty weekly student contact hours and class size in order to remain fiscally stable. The District's latest proposal listed a class size maximum of 45 as a possible option. The new 45-student option might potentially be used for appropriate courses to balance some classes potentially decreasing capacity to 25 or 30.

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As stated in YFA's last response to the YCCD's statement, a class size committee was created which proposed a **non-binding recommendation** to both negotiating teams. Since an agreement could not be reached about how to break "ties" in the event that individual class size stalemates could not be broken, the YFA sought faculty input conducted via the Representative Council. The response was overwhelming that more time was needed to study any proposals before implementation. **The District's latest proposal of raising class sizes to 45 was never discussed during negotiations.** Both MJC and Columbia have few classrooms that could even accommodate a class size of 45, not to mention complying with fire code and ADA requirements. This leaves most of the onus of responsibility to online classes. But despite the fact that the YFA contract states, *"An online education course shall be assigned a load factor and class size standards on the same basis as a traditional course including large class accommodations and the number of preparations,"* (Article 37.8) there is **zero pedagogical evidence** that increasing online classes to 45 promotes greater student success. To the contrary, the "standard" for online classes from the experts who advise our online faculty coordinators recommend 35 to be the appropriate online class size. Rather than propose what is in the best interest of student success, the YCCD prefers to unethically risk the educational success of our students and disregard the professional standards of faculty.

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Across California, community college districts have established a standardized approach to workload such that faculty are paid in the same way across the board, ensuring equal pay for equal work. Under this model, a 3-unit lecture class is almost universally credited as 20% of an instructor's load across the state. Districts differ as to how much a 1-unit (3-hour) lab is credited, ranging from 10% to 20%. The majority of 1-unit labs in the YCCD are currently credited as 15% of an instructor's load (i.e. at 75%, or .75, of what a 3-unit lecture earns). However, YCCD faculty are currently not credited equally across the board. A 4-unit class consisting of 3 units of lecture and 1 unit of lab ranges from as low as 30% load to as much as 40% load, with no objective rationale to explain the variance. This is objectively inequitable. The YCCD has proposed an "across the board" model to achieve a standardized approach to workload across the District and eliminate the variance by department or by college. Under this model, the 4-unit class (3 units of lecture and 1 unit of lab) would be 35% load for all faculty in all disciplines at both colleges.

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Lab work is more demanding than the YCCD recognizes. The District proposal to lower all labs to .75 under the guise of "standardization" fails to demonstrate why raising the labs to .85 does not meet the same goal. But while "standardization" may be one of the District's goals regarding lab loads, the other obvious goal is to squeeze even more work out of faculty teaching labs.

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The District has provided a fair and generous offer to the YFA totaling 6%. Compounded over two years, all faculty members will receive a net increase of at least 6.08%, with some as high as 7.17% due to the proposed migration to a 25-step salary schedule. However the YFA insists that they must have a plan from the District to get to median of the cohort (Los Rios, San Joaquin Delta, Merced, State Center, Chabot Las Positas, and Contra Costa). 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. The current offer on the table moves faculty salaries significantly and permanently toward this goal and further provides improvement toward adjunct parity. The YCCD has

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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." 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. The YCCD prioritizes other financial commitments, plans for them, and has done well in achieving them. **Why is the YCCD so reluctant in outlining a plan to demonstrate a commitment to honor this agreement?** Why is planning to meet this goal for faculty any different than planning to meet other goals in the District? The YFA has demonstrated a willingness to negotiate a reasonable plan, but the YCCD's constant rejection to even entertain creating a plan reveals the District's insincerity. Why has it failed to plan in past years? What other contractual agreements should all employee groups question regarding the seriousness of the YCCD's commitments? In what other ways is the YCCD failing to plan and demonstrating no urgency to start?

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The YFA has requested retroactive salary payments for the 2016-17 year. In 2015-16 the District provided a 5% across the board pay increase, and a commitment to continue to work on Appendix B issues. There was no COLA provided to the District for 2016-17, and as a result no employee groups were given raises for that year. By contrast, a COLA of 1.56% was given to the District for 2017-18 which was offered at an increased rate to all employee groups as a 2% salary increase in August of 2017. 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. However, the current proposal includes the 2% raise on all earnings from July 1, 2017 through the present which is a retroactive increase for the year in which raises were given.

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YFA has no "me too" agreement in our contract and accepting the 2% increase in 2017-2018 would be relying on a "me too" agreement rather than relying on our existing agreement with the YCCD regarding the compensation criteria specifically articulated in the first sentence of Article 14.1 of the YFA Contract. Further, the YCCD is disengenuous when it justifies denying retroactive pay to June 30, 2016 (when the YFA Contract expired) by stating that it must solely rely on State COLA funds. The District has no roadblock in spending money it is not required to pay when it suits its own purpose (see discussions about the Ferrilli contract and former YCCD Trustee Paul Neumann's letter to the editor in *The Modesto Bee* for examples). The District enjoys a reserve twice the size of the State requirement and has demonstrated little effort to reduce the gap between the tentative budgets and actual costs described in the CCFS-311 reports from the State Chancellor's website. When the YCCD needs money to cover expenses exceeding what was previously authorized (e.g., Ferrilli), the District is able to pay its bills without tapping the reserve.

<http://www.modbee.com/opinion/letters-to-the-editor/article209445199.html>

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Health rates are released in mid-April, and graduation is at the end of April. The health benefits plan year starts each October 1. In the 2016-17 plan year the lowest cost health plan was \$1430. 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. The 2016-17 fiscal year has long closed, and no new funds were budgeted during 2017-18. The District has offered retroactive payment effective October 1, 2017, to remain within the current fiscal year.

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YFA has stated they will not accept an offer which falls short of expiring on June 30, 2021, which means they are demanding a contract term of five (5) years (2016-2021). YCCD and YFA have legally sunshined contract negotiations for a period of three (3) years (2016-2019). YFA's position is not consistent with California Government Code section 3540.1(h) which specifically limits the term for the length of a negotiated agreement to three years. The District's proposal covers the maximum period allowable by law.

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As stated in an earlier YFA response, YFA team members only receive negotiation support for fall and spring semesters. The YCCD chose not to extend that support during the summer. Since a tentative agreement had not been reached on other topics, it would have been unethical for the faculty to prematurely receive the same benefits as other District employees. What a horrible precedent this sets if any employee group must donate significant voluntary hours to negotiate a fair contract or be strong-armed into reaching unreasonable agreements simply to keep their medical benefits for their colleagues. **What kind of employer does that?** Further, it is disingenuous to say that the closing of a fiscal year prevents any "back-payments" to the faculty. When the YCCD failed to properly credit a decade of years of summer sick leave to faculty, YFA gave the District an ultimatum of either making the faculty (including retirees) whole or the union would file a "minimum conditions complaint" with the State. Faced with this consequence, the YCCD begrudgingly fulfilled its ethical responsibilities and provided the summer sick leave credit to faculty. The YFA had to follow-up with the District, however, when it failed to include the affected retirees although it was legally required to do so or face fines. The District eventually complied. In short, nothing prevents the District from making faculty whole. **The YCCD, however, just chooses to ignore that option.**

The YFA contract ended on June 30, 2016. There was no contract from 2016 to 2017 and no contract from 2017 to 2018. The YFA is seeking a three-year contract from 2018 to 2021. If the YFA and YCCD had continued negotiations, there is little reason to believe that a tentative agreement would have been reached by June 30, 2019 given the way that negotiations have occurred. So, any agreement **after that** would be "illegal?" The Government Code cited by the YCCD does not disallow retroactive pay and any such claim is non-sensical.