

On April 19, 2018 the District exercised its free speech rights to circulate a message to the YCCD community regarding the state of negotiations with the Yosemite Faculty Association (YFA). As stated in that communication, the YFA filed for Impasse with the Public Employee Relations Board. The District filed a response to the Impasse request. We anxiously await the release of the Governor's May Revision to the State budget that may impact the District going forward. The parties will start mediation on May 7, 2018. The YFA cites several areas on which the two teams have been unable to achieve agreement. The following is a summary of the District offer, the published YFA statement followed by a brief explanation of the YCCD position.

- 6% raise
  - Condensed salary schedule, with quicker means to higher salaries
  - Elimination of Appendix B to standardize workload
  - Standard class sizes
  - Health Benefit increases
1. **YFA Statement**—The YCCD has proposed that class sizes increase to as high as 45. The faculty WILL NOT accept such a proposal. **YFA and YCCD are at impasse on this issue.**

**YCCD Position**— 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.

2. **YFA Statement**—The YCCD has proposed that all labs are loaded at .75. The faculty WILL NOT accept such a proposal. **YFA and YCCD are at impasse on this issue.**

**YCCD Position**—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*.

3. **YFA Statement**—The YCCD has proposed a 2% salary increase effective the first month following ratification by the faculty and approval by the Board. Additionally, the YCCD proposed a 4% increase applied to a 25-step salary schedule. The faculty WILL NOT accept ANY proposal which does not provide A PLAN TO REACH—AND MAINTAIN— that the faculty is AT median within the current cohort. **YFA and YCCD are at impasse on this issue.**

**YCCD Position**— 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.

4. **YFA Statement**—The YCCD has proposed non-retroactive compensation. The faculty WILL NOT accept a proposal unless it is retroactive to June 30, 2016 when our contract expired. **YFA and YCCD are at impasse on this issue.**

**YCCD Position**— 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.

5. **YFA Statement**—The YCCD has proposed retroactive medical reimbursements, but only to October 1, 2017. The faculty WILL NOT accept ANY such proposal which does not fully cover all medical reimbursements retroactive to October 1, 2016 when faculty began paying the extra amount. **YFA and YCCD are at impasse on this issue.**

**YCCD Position**—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.

6. **YFA Statement**—The YCCD has proposed a contract which expires on June 30, 2019. We have been negotiating longer than this contract would last. If the District compensates the faculty AT median of our current cohort prior to June 30, 2019—as well as offer proposals that eliminate the above impasse scenarios—then the YFA will gladly meet in-person to discuss these details. But given the most recent proposal by the YCCD, the faculty WILL NOT accept an offer which falls short of expiring on June 30, 2021. **YFA and YCCD are at impasse on this issue.**

**YCCD Position**—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.

For detailed information click [here](#) for the full YCCD story.