



**Human Resources Development  
and Personnel Services**

**MEMORANDUM**

**TO:** Yuba College Deans and Schedulers  
Woodland Community College Deans and Schedulers

**FROM:** Jacques S. Whitfield, Chief Human Resources Officer  
Denise Daniel, Human Resources Analyst

**DATE:** March 23, 2015

**RE:** Announcement of Training for YCCD Managers on YC-AFT Tentative Agreement

The Office of Human Resources is pleased to announce that it has reached a tentative agreement with YC-AFT on a myriad of issues for adjunct faculty members. Attached please find a revised YC-AFT CBA for your review and consideration. The tentative agreement covers the following principal areas:

1. Article 2 -- Federation Rights (cosmetic)
2. Article 4 -- Workload
3. Article 6 -- Public Safety Facilitators (cosmetic)
4. Article 7 -- Salaries/Benefits
5. Article 8 -- Office Hours

Articles 2 and 6 addressed only minor cosmetic changes to the language, and there were no substantive changes to the CBA.

Article 4 addressed the ability of the colleges to balance the loads of the adjunct faculty within an academic year. As you may recall, the colleges/district had a history of allowing the adjunct faculty to balance load units within an academic year, as long as the load did not exceed the 67% of a full-time faculty assignment.

Last academic year, this practice was reviewed and temporarily stopped by the administration over concerns that the practice may be inconsistent with the Ed Code. YC-AFT initially responded with seeking redress through the Public Employment Relations Board (PERB).

After some discussion at the bargaining table, YC-AFT agreed to unilaterally withdraw the PERB action and work out our differences at the bargaining table. The administration's interest was to give flexibility to the colleges for scheduling of adjuncts while insuring that the institution remains compliant with the provisions of the Ed Code and not end up in a position in which the district allows an adjunct to become full-time by default. The language in Article 4.1.5.2 does exactly that by acknowledging that the ability to balance a load for an adjunct does NOT create any additional full-time faculty legal right and privilege for unit members.

Article 7 addressed a number of important adjustments. First, the parties agreed that there would be no discussion of increased based salary and benefits at this time because of the current fiscal situation of the institution. Having said that, the parties did mutually identify certain areas where reasonable adjustments could be made to enhance the economic working conditions of adjuncts.

First, the parties agreed to "modernize" the salary placement policy of the district to reflect "best practices, making placement based upon the knowledge, skill and ability of the adjunct faculty member. This was a welcomed change for the colleges, because it now gives them a greater ability to compete with sister colleges for highly qualified adjuncts.

Second, Article 7.4 updates the committee service compensation to include the new committees formed since the last CBA.

Third, there was a cosmetic change in the Cal STRS Credit reporting and calculation to reflect change since the Ed Code.

Finally, in Article 7.5, this provision was adjusted to be consistent with a similar provision in the YCFA CBA which underscored that the development of SLOs is a professional responsibility of the full-time faculty. For adjuncts who participate in the development of SLOs at the request of the supervising dean, the district will appropriately compensate the adjunct for that professional responsibility. There is a two-tiered structure contemplated in the Article, one tier in which there are full-time faculty members and the other tier in which there are no full-time faculty members.

The participation of adjuncts is subject to the permission and approval of the supervising deans, and the parties agreed that the administration would develop an administrative procedure to closely govern and monitor this process.

Finally, Article 8 addressed office hours. The parties consider this proposal a "win-win" for both the colleges and the unit members by eliminating a very cumbersome and time-consuming process for assigning office hours and replacing it with a nominal flat stipend that is monitored and approved by the colleges.

The District Administration and the YC-AFT leadership believe that this tentative agreement will give both the colleges and faculty greater flexibility to serve our students.

The Office of Human Resources will be working closely with the college leadership teams to coordinate trainings around these new process changes. We have tentatively scheduled trainings in the Spring and again in the Fall. If you have any questions or concerns about any of the foregoing, please don't hesitate to contact Denise Daniel or Jacques Whitfield in the Office of Human Resources. Thank you for your anticipated cooperation in this matter and we look forward to following up with all of you soon.

cc: Douglas Harris, YC-AFT Chief Negotiator  
Brian Jukes, Vice President, Yuba College  
Dr. Alfred Konuwa, Vice President, Yuba College