



**Memorandum of Understanding (MOU)  
Between the  
Yosemite Community College District (YCCD or District) and the  
Yosemite Faculty Association (YFA):  
A Clarification of the 2017-2020 Tentative Agreement**

---

**Background**

The YCCD and YFA participated in impasse procedures as authorized by the California Government Code section 3548.1 et seq. On December 19, 2018, YCCD and YFA signed off on a recommended settlement contained in the Fact-Finding Report SA-IM-3455-E. A Tentative Agreement (TA) was signed between YCCD and YFA on January 8, 2019 that specifically referenced the Fact-Finding Report SA-IM-3455-E. The TA represented the complete understanding of the parties for the sunshined 2017-2020 collective bargaining negotiations that were completed. And it is agreed that neither YCCD nor YFA intend by this MOU, or other actions, to reopen settled negotiations as reflected in the TA. (See CBA Article 31.2.1 that is incorporated herein by this reference.)

The TA included language on the following topics: (1) Salary; (2) District-Paid Fringe Benefits; (3) Payments; (4) CCAP—College and Careers Access Pathways agreements; (5) Unfair Labor Practice Charge and Strike; and (6) the Length of the YFA contract. Items (2), (3), (4), and (6) above have either been completed or are in the process of being completed. The YCCD and YFA agree, without reservation, that there is no misunderstanding with regard to how items (2), (3), (4), and (6) are being implemented.

The purpose of this MOU is to only clarify the implementation of TA language from labeled Items (1) Salary and (5) Unfair Labor Practice Charge and Strike listed above. Further, the intent of this MOU is to avoid potentially escalating disagreements between the YCCD and YFA that have resulted from the confusion surrounding various salary implementations.

The YCCD and YFA acknowledge that the 2017-2020 TA disagreements result from both unpremeditated lack in clarity and unintentional miscommunication. Likewise, both the YCCD and YFA acknowledge its own contributory involvement to these misunderstandings. Further, the YCCD and YFA agree that assigning exclusive culpability to either side is an unnecessary barrier to achieving a mutually agreeable resolution.

**Clarification**

This MOU clarifies the terms of the 1/8/19 Tentative Agreement when signed on page 3 of 3 by the authorized representatives from both the District and the YFA, indicating approval by the YCCD Board of Trustees and the YFA Executive Board.

The terms of the MOU are summarized as follows:

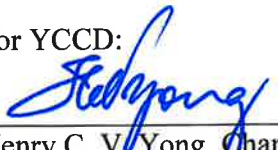
- A. Item (1) Salary - YCCD will re-examine the Salary Schedule Compression table referenced in Fact-Finding Report SA-IM-3455-E and look at where each faculty


member landed and to verify which steps did not obtain a minimum of a 2% salary increase due to salary schedule compression.

- B. If a step on the salary scale received LESS than a 2% salary increase due to the salary schedule compression, the district administration will seek approval from the Board to increase that step such that all employees on that salary step would receive a 2% salary increase due to the salary schedule compression. For example, assuming approval of the MOU by the Board of Trustees, if John Doe initially received a salary increase of 1.8% from the salary schedule compression; John Doe would now receive an additional 0.2% salary increase to reach the 2% salary increase due to salary schedule compression. If Mary Smith initially received a 0.3% salary increase as a result of the salary schedule compression, she would now receive an additional 1.7% salary increase to reach the 2% salary increase due to salary schedule compression.
- C. The new salary compression schedule (Certificated Salary Table) developed by YCCD is attached and incorporated herein as **Exhibit 1**. This MOU, which includes the revised “Certificated Salary Table” as **Exhibit 1**, is provided to the YFA President who will present it in its entirety to the YFA Executive Board for its review and approval. This MOU is written under the framework provided by the YCCD Board of Trustees, and at their direction; however, district administration will not proceed to request approval of this document from the Board of Trustees until the YFA Executive Board has indicated its agreement by authorizing the YFA President to sign the MOU and the Certificated Salary Table. The remaining salary tables for other certificated employees will derive formulaically from the “Certificated Salary Table” per the existing formulas within the District.
- D. By entering into this MOU, YFA acknowledges and understands that the revised Certificated Salary Table attached as **Exhibit 1**, may not have uniform steps or columns as may be referenced in the CBA at Articles 14, 15 and 16. YFA acknowledges its waiver of any objection to any resulting non-uniformity of the Certificated Salary Table attached as Exhibit 1, in exchange for the MOU being entered into between the parties.
- E. After the Certificated Salary Table attached as **Exhibit 1** has been approved by the YFA Executive Board and signed by the YFA President, the district administration would be required to present the MOU to the Board for approval as outlined in paragraph B above. The district administration will then sign the MOU and “Certificated Salary Table” after receipt of Board approval. Payments to YFA members pursuant to the MOU will occur in accordance with the Revised Compensation Payment Calendar attached and incorporated herein as **Exhibit 2**.
- F. It is understood between the parties that MOU’s are not permanent alterations of the collective bargaining agreement. Because MOU’s expire when the underlying collective bargaining agreement expires, the district administration will be required to present to the Board for approval a recommendation to permanently incorporate the Certificated Salary Table attached as **Exhibit 1** into a successor negotiated agreement. It is further understood between the parties that the Certificated Salary Table attached as **Exhibit 1** shall remain in effect unless modified in a successor negotiated agreement in accordance with *Palomar Community College District* (2011) PERB Decision No. 2213-E (Issued on 10/27/11).

- G. It is stipulated between the parties that this MOU does not create an obligation on the part of YCCD to increase each salary step in future negotiations such that the percentage increase between each salary step or column in the Certificated Salary Table attached as **Exhibit 1** is uniform or equal. For example, this MOU does not create the obligation to have a 2% increase between each salary step contained in the Certificated Salary Table attached as **Exhibit 1**.
- H. Item (5) Unfair Labor Practice Charge and Strike - The YCCD will recalculate the 1% off salary schedule payment provided to YFA in the TA using the 2018-19 base earnings for faculty members. Faculty members will receive the difference of what they have been paid on the previously issued OSP and 1% of their base earnings for the 2018-19 academic year. Separated members or previous members that did not work in a faculty position in 18/19, but received an OSP payment in February or March 2019, will remain as paid with no further changes. YFA understands and agrees that YCCD has no responsibility or control over how CalPERS and/or CalSTRS will treat off salary schedule payments with regard to characterizing such payments as eligible to receive service credit or deemed compensable compensation for purposes of retirement.
- I. YFA is in agreement that the YCCD must comply with California state law. (See California Constitution Article XVI, § 6.) Based upon the foregoing, in consideration of the revised 1% off salary schedule computation referenced in paragraph H, YFA agrees to refrain from filing any action on its own behalf or on the behalf of its members in any venue or court of law to challenge the strike participation salary deductions of YFA members that have been implemented by YCCD in accordance with the CBA. The signatures below are an acknowledgement that this issue has been fully resolved to the satisfaction of the parties. The YFA President's signature below is not a waiver of YFA's right to dispute the interpretation of CBA Article 3.2 in the future.

This MOU reflects the complete clarification for all items and topics described. The YFA President's signature below represents his authority to sign off on the MOU after receiving YFA Executive Board approval of this MOU and attached exhibits. It is understood that the YFA membership is not required to call a ratification vote for this MOU clarification, nor shall this MOU clarification be precedent setting for any purpose, considered a past practice or evidence of past practice for any future purpose. It is further understood that if this MOU is not approved by the YCCD Board of Trustees, then the YFA and YCCD retain all legal rights and defenses available to them under California law and the CBA.

For YCCD:  
  
 Henry C. V. Yong, Chancellor  
 04/04/19  
 Date

For YFA:  
  
 Jim Sahlman, YFA President  
 April 4, 2019  
 Date

Current Compress Step	Current 2015-16 & 2016-17		Proposed 2017-18 - 2% Increase		Proposed Compressed - up to 2% Increase	Salary Increase due to compression and up to 2% increase	Proposed 7/1/18 4% increase	Proposed 1/1/19 2% increase
	IV Salary	IV Salary	IV Salary	IV Salary				
4 A	67,912	68,973						
2 A	60,376	61,894						
3 A	62,936	64,195	A	65479	2.00%	68098	69460	
4 B	65,495	66,805	B	68141	2.00%	70867	72284	
5 C	68,057	69,418	C	70806	2.00%	73638	75111	
6 D	70,617	72,029	D	73470	2.00%	76409	77937	
7 E	73,179	74,642	E	76135	2.00%	79180	80764	
8 F	75,735	77,250	F	78795	2.00%	81947	83586	
9 G	78,297	79,883	G	81460	2.00%	84718	86412	
10 H	80,856	82,473	H	84122	2.00%	87487	89237	
11 I	83,417	85,085	I	86787	2.00%	90258	92063	
12 J	85,976	87,686	J	89450	2.00%	93028	94889	
13 K	88,537	90,308	K	92114	2.00%	95799	97715	
14 L	89,335	91,122	L	92944	2.00%	96662	98595	
15 M	90,131	91,934	M	93773	2.00%	97524	99474	
16 N	90,930	92,749	N	95153	2.59%	98959	100938	
17 N	91,727	93,582	O	96264	2.00%	100115	102117	
18 O	92,525	94,376	P	97091	2.00%	100975	102995	
19 P	93,321	95,187	Q	98480	2.58%	102398	104446	
20 Q	94,120	96,002	R	99581	2.00%	103564	105635	
21 Q	94,916	96,814	S	100410	2.00%	104426	106515	
22 R	95,714	97,628	T	101768	2.53%	105840	107957	
23 S	96,511	98,441	U	102901	2.00%	107017	109157	
24 T	97,309	99,255	V	103730	2.00%	107879	110037	
25 T	98,106	100,068	W	105079	2.51%	109282	111468	
26 U	98,905	100,883	X	106220	2.00%	110469	112678	
27 V	99,702	101,698	Y	107586	2.49%	111869	114106	
28 W	100,500	102,510						
29 W	101,297	103,323						
30 X	102,095	104,137						
31 Y	102,891	104,949						
32 Y	103,694	105,766						

Note: Steps N, Q, T, W and Y show an increase greater than 2% due to compression. This is because those steps had more than one step of the former salary schedule compressed into those steps. The incremental amount on these steps is based on increasing the lowest of the combined steps to 2% in order to ensure that faculty on all steps of the salary schedule receive a minimum 2% increase due to compression. This results in the higher steps receiving more than 2% due to compression.

# Compensation Payment Calendar

*Supersedes original payment calendar shared with the Board of Trustees and YFA at the special Board meeting January 24, 2019.*

## ► Full Time Faculty

- February 28<sup>th</sup> – Paycheck will reflect new compressed salary schedule and rates and 1% OSP
- March 29<sup>th</sup> – Paycheck will include 2% retro for July 1, 2017 – June 30, 2018
- April 30<sup>th</sup> – Paycheck will include reimbursement of medical benefit premiums
- \*May 30<sup>th</sup> - Paycheck will reflect the revised compressed salary schedule and rates. Paycheck will include 4% retro for July 1, 2018 – January 30, 2019 and 2% retro for January 2019, and retro for faculty impacted by the compression of the salary schedule.
- \*August 30-Difference in OSP payments

## ► Adjunct/Overload Faculty

- February 8<sup>th</sup> – Paycheck will reflect new compressed salary schedule and rates
- March 8<sup>th</sup> – Paycheck will include 1% OSP for Adjuncts
- April 10<sup>th</sup> – Paycheck will include 2% retro for July 1, 2017 – June 30, 2018
- \*May 10<sup>th</sup> - Difference in hours (52.5 to 54)
- \*June 10<sup>th</sup> - Paycheck will include 4% retro for July 1, 2018 – January 30, 2019 and 2% retro for January 2019 and retro for faculty impacted by the compression of the salary schedule
- \*July 10<sup>th</sup> –Difference in OSP payments

EXHIBIT 2

\*Based on Board approval date on or before April 10<sup>th</sup> 2019