

# ALL FACULTY ASSOCIATION GENERAL MEETING MINUTES

April 26, 2006

*(Approved by the Executive Council 5/10/06)*

Executive Council members present (noted by \*):

* Janet McCulloch, <i>presiding</i>	Jim Elrod	* Michael Ludder	* Deborah Sweitzer
* Alix Alixopoulos	* Peggy Goebel	Joel Neuberg	* Doris Tolks
* Ted Crowell	* Ann Herbst	Andrea Proehl	* Linda Weiss
John Daly	Johanna James	* Greg Sheldon	* Lynda Williams

Also present: Courtenay Anderson, Paula Burks, Phil Forester, Micca Gray, Michael Kaufmann, Reneé Lo Pilato, Gino Muzzatti, Eric Stadnik, Phyllis Usina, Judith Bernstein.

The meeting was called to order at 3:08 p.m.

## DISCUSSION ITEMS

1. Tentative Agreement. Copies of the Tentative Agreement (T.A.) were distributed to Council members and other faculty members in attendance. Deborah Sweitzer, AFA's Chief Negotiator, reviewed the elements of the agreement.
  - Article 1: Agreement to the Contract. The current Contract expires on June 30. The new Contract is for two years — July 1, 2006 to June 30, 2008. There will be new signatures.
  - Article 3: Association Rights. New language about enrollment growth was added.
  - Article 10: Benefits. New language that establishes AFA's bargaining rights to new contingency funding is repeated in three places in the Contract — in Article 10: Benefits, Article 26: Salary Schedule Development, and Article 31: Working Conditions. The purpose of the language is to recognize that additional money will be coming to the District next year and to make certain that AFA has a say in how that new money and any ending fund balance will be spent. New language was added about the current benefit programs, investigation of alternative benefit programs, and eventually switching to January-to-December contracts with benefit providers (which would trigger a new open enrollment opportunity). In addition, AFA agreed to work with the District on health benefits cost containment. Towards that end, AFA brought in Linda Pierce, a health benefits consultant, to talk to the District-wide Fringe Benefits Committee. The District subsequently hired her and, according to Janet, she has already saved the District an estimated \$400,000 in benefit costs.
  - Article 16: Hourly Assignments. New language addresses a pilot program for one-year adjunct faculty agreements, which has become a permanent program, and establishes the terms of reference and conditions for the one-year agreements.
  - Article 22: Professional Development. AFA and the District agreed to operate the pilot Flex Program for another year, taking the language from last year's Memorandum of Understanding (MOU) and making the appropriate changes in dates. The Flex Committee might recommend some other modifications, which would then appear in another MOU.
  - Article 26: Salary Schedule Development. New language includes the terms of reference for the development of the salary schedules for 2005-06. All faculty will receive 3.0% retroactive pay going back to the beginning of Fall 2005, and the final paycheck for 2005-06 will incorporate the 3% increase. An additional 1.518% will be added to that base in Fall 2006, to bring the total increase to 4.518%. There are several conditions that must be met in order for the 1.518% increase to go into effect, including that the State COLA for 2006-07 must not be less than 5.18% and SRJC's portion of State equalization funds must not be less than \$1.25 million. (Some have predicted that the COLA might rise to 5.8% and that SRJC's portion of equalization funds might be as high as \$4 million.) Language about contingency funding was also added to this article.

- Article 27: Salary Placement. A minor wording change was made about Ph.D. equivalents.
- Article 31: Working Conditions. One paragraph about contingency funding was added here, as AFA anticipates using these funds for at least one year for readers and technical support for online instructors.
- Article 32: Workload. This article was amended by redefining a large lecture class and defining for the first time an intermediate lecture class, with corresponding load factors that will be pegged to the number of students, not the room location.
- Salary Schedules. The first schedule in the T.A. packet shows the 3.0% increase retroactive to the beginning of Fall 2005, and the second schedule shows the starting salary for 2006-07, which adds another 1.518%. Only the 3.0% increase will be reflected in Summer 2006 pay.

Questions about a variety of topics were raised. Along with other members of the AFA Negotiations Team, Deborah provided answers, which included the following:

- Benefit Premiums for 2006-07. The 5.18% COLA for 2006-07 would be applied to the cost of medical benefits for 2005-06 and that amount — adjusted for increases in the number of net new faculty — would be the District's contribution towards the cost of medical benefits for 2006-07. AFA anticipates that, by working with Linda Pierce, the costs for 2006-07 will not exceed this amount. In addition, AFA is seriously pursuing the idea of a health benefits trust or Joint Powers Association. By grouping ourselves with a larger pool of people from other community colleges, AFA hopes to take care of the problem. One of AFA's major priorities is to not have regular faculty paying part of their premiums.
- Choice of Carriers and Portability. There's no current plan to funnel everyone into coverage with Kaiser, although Kaiser asked the District to consider that possibility — at the same time, they gave the District a rate pass (no increase in premiums) for six months. Health Net offers a certain amount of portability in some plans and management has negotiated for a Health Net PPO plan, but it's quite expensive and is not portable outside of California. Portability is still on AFA's agenda and Linda Pierce will be exploring different alternatives.
- Retiree Plans. There was brief discussion about the various retiree plan options for those over the age of 65 offered by Health Net and Kaiser, which vary in price and benefits according to the way in which they are coordinated with Medicare and the level of prescription drug coverage they provide. This coverage differs from the District's Early Retirement Option coverage.
- Rank 10 Methodology. The current Rank 10 methodology appears in the Contract. Over the course of the last several years, the District has expressed dissatisfaction with it. AFA agreed to discuss modifications to the methodology; however, AFA is not willing to give up the concept of Rank 10. (This would be the third or fourth time that the methodology has been modified since AFA began.)
- Responding to Rising Health Care Costs. A question was raised about whether or not there's been any discussion about offering Employee Wellness Programs or reduced tuition for faculty to take classes that SRJC offers. There was brief discussion about whether or not faculty members are exempted from tuition fees — the consensus was that they are not. It was noted that Linda Pierce wants the District to offer Employee Wellness Programs and AFA supports that idea.
- Golden Handshake. When Ron Root was the Vice President of Business Services, he looked into the idea of Golden Handshakes. From the District's point of view, faculty already have a Golden Handshake in the Early Retirement Option, which provides fully paid medical and dental benefits coverage from age 55 to the age of Medicare eligibility and costs the District a lot of money. AFA may raise the issue in the future.

On Thursday, April 27, AFA member ballots will be distributed to regular faculty campus mailboxes, and mailed to adjunct faculty home addresses.