

**ALL FACULTY ASSOCIATION
EXECUTIVE COUNCIL
MEETING MINUTES**

November 12, 2008

(Approved by the Executive Council on December 10, 2008)

Executive Council members present (noted by *):

| | | | |
|-------------------------|------------------------|-------------------|----------------|
| *Warren Ruud, presiding | *John Daly | *Joyce Johnson | *Dan Munton |
| *Alix Alixopulos | *Cheryl Dunn | *Michael Kaufmann | *Andrea Proehl |
| *Lara Branen-Ahumada | *Lynn Harenberg-Miller | *Reneé Lo Pilato | *Greg Sheldon |
| *Paula Burks | *Johanna James | *Michael Meese | *Mike Starkey |

Vacancies: Two Regular Faculty Seats: terms expire August 2010

One Adjunct Faculty Seat: term expires August 2009

Officers/Negotiators present: Ann Herbst, Janet McCulloch;

Faculty present: Michael Ludder

Staff present: Judith Bernstein, Candy Shell

The meeting was called to order at 3:05 p.m.

MEMBER CONCERNS

1. Changes in Adjunct Medical Benefits Program Eligibility Criteria. Michael Ludder appeared before the Council to register his concern about a recent change in the District's policy regarding the treatment under the Adjunct Faculty Medical Benefits Program of adjunct faculty members whose spouse or domestic partner is also eligible for medical benefits as a District employee. Michael said that past practice has been that members of a couple who both worked for SRJC and were each eligible for some form of pro rata medical benefits could "combine" their eligibility for coverage such that the District would cover up to 100% of their premium. He added that, in the SEIU Contract, there is a provision that allows a classified employee who is also an adjunct faculty member to "combine coverage" such that the District will pay up to 100% of the premium. The eligibility criteria for adjunct faculty have recently changed and the District will no longer allow dual-SRJC-employee couples to "combine" their coverage. If an individual is eligible for 50% coverage by the District as an adjunct faculty member working 40% or more, and the spouse or partner is also individually eligible for coverage by the District as either a classified employee working 50% or more or as an adjunct faculty member working 40% or more, the couple must choose coverage under only one policy. The District will no longer pay up to 100% of a couple's premium. Although Michael said that this change only impacts about a dozen people, the affected couples will now have to pay 50% of their medical insurance premiums out of pocket. Noting that the AFA Contract is silent on the matter, Michael said that he objects on principle to the notion that an individual should lose the right to a benefit because his or her partner or spouse also works in the District.
2. Adjunct Medical Benefits Program and Medicare. Michael Ludder also registered a second concern about a provision in the eligibility criteria that prohibited employees who are enrolled in Medicare from participating in the Adjunct Medical Benefits Program. He said

that an adjunct faculty member filed a challenge to the policy based upon the notion that individuals over the age of 65 are a protected group and that, subsequently, the Human Resources Department reversed its original stance. According to Michael, HR has contacted adjunct faculty members who were eligible for Medicare at the time of the recent enrollment period to let them know that enrollment in Medicare no longer precludes them from participation in the Program if they meet the other eligibility criteria. Michael reiterated his concern that none of these procedures or criteria are to be found in a Tentative Agreement, Memorandum of Understanding or Contract article.

3. New Student Information Services System. John Daly said that many faculty members are concerned about the new portal system, which was supposed to be up and running on November 12 for students, but is still not operational. Students cannot access their records or class schedules, faculty cannot access their new portals, and counselors cannot order student transcripts to be forwarded for scholarship applications. He expressed concern that there will be no way to test out the system before faculty members are mandated to use it to enter grades electronically. John requested that AFA draft a formal letter of concern to the District.
4. Smoking on Campus. Warren Ruud reported that he brought the Council's concern about the fact that students are continuing to smoke near the Doyle Library to the attention of Dr. Agrella during their recent monthly meeting. He said that Dr. Agrella shares AFA's concern and is exploring options to deal with the problem.
5. Selling Instructor's Materials to Students. As a follow-up to a Member Concern from a prior Council meeting, Warren Ruud reported that he brought to College Council the issue regarding instructors selling their materials for profit through the SRJC Bookstore. (A book policy was approved last year in College Council; however, it did not address this particular issue.)

MINUTES

There were no corrections or additions to the minutes from the October 22, 2008 Executive Council meeting, which were accepted as submitted. The minutes from the October 29, 2008 Special Executive Council meeting were accepted as amended with the following correction to Item #2 under Member Concerns: the seventh sentence ("She added that . . . to be fair.") will be deleted.

DISCUSSION ITEMS

1. AFA Bylaws and Policies. A copy of proposed revisions to the AFA Bylaws was distributed to Council members. Warren Ruud highlighted the major changes, which included:
 - 1) clarification of ambiguity and modification of language such that terms (e.g., *member*, *Councilor*) and processes (e.g., *notifying all members in a timely manner*) are consistent and parallel throughout;
 - 2) removal of certain sections pertaining to items that tend to change periodically (e.g., the job descriptions for Council members, officers and Negotiations Team members; the election procedures for the Negotiations Team; the list of AFA Standing Committees, and the list of District-wide committees on which AFA has a representative), with the idea that language from these sections would be placed verbatim into AFA Policies;
 - and 3) the addition of a section instituting AFA Policies and defining procedures for their approval. Warren noted that no sections proposed to be removed from the Bylaws presently require a two-thirds vote of approval from the entire Council for any action. (For example,

the requirement that there be at least two adjunct faculty members on the Negotiations Team remains in the Bylaws.) Warren requested that Council members review the draft document and send him their feedback prior to the December 10 Council meeting, at which time approval of the proposed revisions to the Bylaws would be considered as an action item. The Officers also plan to present at the December meeting a set of proposed AFA Policies, which would include the Professional Conference and Travel Policy adopted by the Council in September; a proposed policy defining the expectation of Council members with respect to maintaining confidentiality; a proposed policy defining loggable hours for officer and negotiator timesheets; and other separate policies for the items previously mentioned (job descriptions, election procedures, committees, etc.). Warren also requested that Council members contact him if they have other topics they would like to add to the list of AFA Policies to be drafted prior to the December meeting.

2. Negotiations and Confidentiality. The Council engaged in a lengthy discussion about the expectation of Council members, officers and Negotiations Team members with regard to maintaining confidentiality in matters of personnel and negotiations, and how to handle breaches of confidentiality. Warren Ruud noted that the AFA Bylaws now contain a general statement that allows the Council to remove an officer or Negotiations Team member by two-thirds vote; however, it doesn't define any procedures or specifically address reasons considered to be sufficient for removal. He also made a distinction between the sharing of closed session information between the Negotiations Team and the Council, the generalized sharing of closed session information with individuals outside the circle of Councilors, Officers and Negotiators, and the intentional sharing of closed session information with individuals outside the circle in order to advance a particular agenda. Janet McCulloch clarified that in terms of negotiations, until AFA has come to an agreement with the District, nothing can be said other than that negotiations are proceeding. AFA has an agreement with the District to maintain confidentiality until negotiations are concluded and an agreement is reached. If either side breaches confidentiality, an unfair labor practice case could be filed against the other party with the Public Employees Relations Board (PERB). There was brief discussion about privacy with respect to e-mail. It was noted that, while the District's privacy policy specifically limits deliberate access to e-mail, non-deliberate access may occur and one should always operate under the assumption that one's e-mail might not be private. A suggestion was made that the Bylaws include a provision that allows for removal of Council members by a two-thirds vote of the Council and/or via a recall by the AFA membership. Janet noted that many of the Bay Area independent community college district unions have the ability and a process in place to remove a Council member from the union. There was consensus that the Council needs to agree upon a clear definition of the meaning of confidentiality, and establish policy and procedures that would ensure due process with regards to breaches of confidentiality. In response to Warren's request for interested parties to meet with him and serve on an ad hoc committee that would explore the issue further and prepare a recommendation to bring back to the Council, Mike Meese, Mike Starkey, and Michael Kaufmann volunteered.
3. Overview of Negotiations Process. Council members reviewed three documents. Janet McCulloch noted that the officers would like to include these documents in AFA Policies, in order to guide faculty as they become members of the Negotiations Team and begin to take on other leadership roles within the organization.

The first document was a summary of the steps that AFA follows when initiating proposed changes to the Contract (starting with the identification of interests and issues of concern that come out of Member Concerns, and/or Council or Negotiations Team discussions, and ending with the ratification of a Tentative Agreement by the AFA membership). In the context of talking about the stage of the process when AFA shares proposed Contract language with the Academic Senate, Janet suggested that it would be beneficial at some point in the future to have a discussion in the Council about the distinction between those issues that fall within the purview of the Academic Senate, and those that fall within the purview of AFA. Janet noted that the Senate and AFA share several issues in common, including job descriptions, professional development and evaluations. Hiring is a Senate issue. The AFA Contract covers the faculty member after s/he is hired.

The second document was a summary of the ground rules for interest-based problem solving, which were agreed upon by AFA and the District. The third document was a summary of the elements of interest-based problem solving, which include: describing the problem; identifying stakeholders and their interests; creating options; evaluating those options against the interests; committing to solutions; and agreeing to a plan of action. Janet noted that it is not uncommon for every stakeholder in negotiations to have a different set of interests, and that there is nothing wrong with that. Often within Unit A, there are different sets of interests (for example, those faculty who are close to retirement have a different set of interests than newly hired faculty). Janet added that, by the end of every negotiations session with the District, both AFA and the District commit to an action by a certain date, and that commitment is captured by Ted Crowell, the Note Taker on the AFA Negotiations Team.

MAIN REPORTS

1. President's Report. Warren Ruud noted that the November Board of Trustees meeting was happening concurrently with the Council meeting. With regards to the Institutional Planning Council, Warren recommended that Council members visit the Institutional Planning Web site at <http://www.santarosa.edu/planning>.
2. Vice President for Petaluma Report. Cheryl Dunn reported that Jane Saldaña-Talley, Vice President and Executive Dean of the Petaluma Campus, put together a forum several weeks ago, to provide faculty and staff with information about the state of the Petaluma campus. Topics included the construction process and the move back into areas that have been under renovation. Towards the end of the forum, the Petaluma Staff Development Coordinator and the Petaluma Faculty Forum Chair lead an activity in which attendees broke up into groups and brainstormed about what worked and what didn't work in terms of Phase II construction.
3. Vice President for Santa Rosa Report. René Lo Pilato reported that, in lieu of its regular meeting on November 4, the Department Chair Council participated in two hours of portal training. She also reported that, due to time constraints, neither the Transfer Policy nor the Multi-site Task Force was discussed at the November 5 Academic Senate meeting.
4. Conciliation/Grievance Report. This report and subsequent discussion were conducted in closed session.
5. Negotiations Report. This report and subsequent discussion were conducted in closed session.

The meeting was adjourned at 5:08 p.m.

Minutes submitted by Judith Bernstein.