

GENERAL MEMBERSHIP MEETING MINUTES

May 16, 2012

(Approved by the Executive Council on August 22, 2012)

Executive Councilors present (noted by *):

*Warren Ruud, <i>presiding</i>	*Dianne Davis	Andre Larue	*Margaret Pennington
*Paulette Bell	*Cheryl Dunn	*Reneé Lo Pilato	*Audrey Spall
*Lara Branen-Ahumada	*Terry Ehret	*Sean Martin	*Mike Starkey
Paula Burks	*Brenda Flyswithawks	*Terry Mulcaire	*Julie Thompson
Ted Crowell	*Karen Frindell Teuscher	*Nikona Mulkovich	

Officers/Negotiators present: Lynn Harenberg-Miller, Ann Herbst, Jack Wegman
Councilors/Officers-elect present: Shawn Brumbaugh, Deirdre Frontczak, Sharien Hinton, Jacqueline McGhee, Phyllis Usina
Faculty present: Bettina Armstrong, Bic Dovan, Micca Gray, Mark Nelson, Joel Neuberg, Monica Ohkubo, Ed Sikes, Karen Stanley
Staff present: Judith Bernstein, Candy Shell

The meeting was called to order at 4:07 p.m. in Doyle Library, Room #4246, on the Santa Rosa campus.

NEGOTIATIONS REPORT

1. Tentative Agreement. (See http://www.santarosa.edu/afa/tentative_agreement.shtml .) President Warren Ruud welcomed faculty to the general meeting to discuss the Tentative Agreement (TA) reached on May 9, 2012, as required by the AFA Constitution. (See Article VI, Section 2 at <http://www.santarosa.edu/afa/Misc/Constitution.pdf> .) He noted that ballots would be emailed to AFA members' santarosa.edu accounts at 5:00 p.m., asking them to approve or reject the TA. The deadline for ballot submittal is noon, Monday, May 21, 2012.

Chief Negotiating Officer Ann Herbst began her review of the TA by highlighting three important points:

- There will be no additional salary reductions for 2012-13. The annual contract and hourly salary schedules in effect for 2011-12 will remain the same in 2012-13. Step and column movement for eligible faculty will continue to apply.
- There will be no change in 2012-13 to the SRJC group medical plans through SISC (Kaiser and Blue Shield) and no change to the copays as presently defined in the Contract.
- Nine Memoranda of Understanding (MOUs) signed this year are included in the TA. (All nine MOUs are available at <http://www.santarosa.edu/afa/mou.shtml> .)

Ann then reviewed each of the remaining elements of the TA:

- Article 1: Agreement to the Contract. In 2011, when it had not yet been decided who would be the faculty bargaining representative, the District and AFA postponed discussion about the term of the Contract. Once that issue was settled, AFA and the District agreed on a three-year term, which is standard for all District groups.

- Article 8: Calendar. The District and AFA have agreed to continue the two furlough days for next year, which means there will be 175 instead of 177 contract days in 2012-13—the same number as in 2011-12. These same provisions, which applied in 2011-12, will be extended to 2012-13 in order to roll over the same salary schedule.
- Article 10: Benefits. Effective in the fall of this year, there will be a reduction in the maximum annual dental benefit for regular faculty from \$1,750 to \$1,700, to expand coverage allowing for composite restoration on all teeth. This benefit change was one that regular faculty desired, because it allows for individual choice of filling materials.
- Article 13: Department Chairs. The same provisions that applied in 2011-12 to department chair training days will be extended to 2012-13.
- Article 14: Evaluations. At the beginning of the 2011-12 year, AFA and the District signed a one-year pilot for evaluations for regular and adjunct (continuing and probationary) faculty, which goes through Summer 2012. At some point in Summer 2012, AFA expects to sign another MOU to extend the pilot for one more year with some editing and revisions to address some issues that arose during the year.
- Article 16: Hourly Assignments. AFA and the District signed two Article 16 MOUs this year. The first MOU extended the 20 percent limit on initial offers of hourly assignments to regular and probationary faculty. The second MOU extended from two years to four years the length of time that adjunct faculty throughout the District could remain in the pool. The Ed Code allows for longer than two years, and District policy allowed for four years, if a department so chose. The District agreed to set the limit at four years for all departments rather than leaving it up to the discretion of individual departments.
- Article 17: Job Descriptions. Faculty have an obligation to provide students with access to the Course Outline of Record (COR), and the easiest ways for students to find the COR is for the instructor to include an active link in the syllabus or let students know that they can gain access to the COR through their student portals (aka “cubbies”).
- Article 25: Sabbatical Leave. AFA and the District agreed to the formation of a task force. The District desires to improve sabbatical leaves, and AFA supports that desire, although the word “improve” may mean different things to the District and to AFA. The second MOU says that seven of the approved leaves scheduled for 2012-13 will begin in 2012-13, and the remaining six will begin in 2013-14. Sabbatical leaves scheduled to begin in 2013-14 were canceled and exchanged for a credit to the AFA Health and Welfare Benefits Account.
- Article 26: Salary Schedule Development. AFA and the District agreed to extend the 2011-12 salary schedules to 2012-13. They also agreed to contingency language that would increase the amount allocated to faculty salaries if the District receives more revenue in 2012-13 than the amount for which it has budgeted. Also, if the District’s expenses turn out to be lower than budgeted at the end of 2012-13, any money in excess of 7.2 percent of expenditures would end up being used in the following year’s negotiations. (By law, the state sets a minimum 5 percent balance in District reserves and, in addition, does not allow Districts to spend an additional 2.2 percent—which is set aside in a separate line item as “nonspendable”—above that minimum.) One of the reasons AFA was able to negotiate successfully this year for 2012-13 was that the contingency clause from last year’s TA was triggered, and that money went into negotiations this year.
- Article 30: Tenure Review. The prior version required that probationary faculty members participate in new faculty orientation in their first year and Basic Skills training in their second year. The revised language requires participation in both new faculty orientation and Basic Skills training for faculty in their first two years.

Ann responded to questions on a variety of issues in the question-and-answer period that followed:

- **General Comment:** Appreciation was expressed to the Negotiating Team for committing to bring up with the District next year the issue of like-load protections for adjunct faculty who may lose their assignments for fall; and to Dr. Carla Grady, regular faculty member in the Philosophy Department, who emailed her comments to the Council re: the TA, for her support of adjunct faculty.
- **Article 30:** The MOU says, "whenever possible." In some departments, it may make more sense for allied faculty to do their college service in a different way than instructional faculty. Do AFA and the District understand that?

Ann's response: In Article 30, it talks about the department and the faculty member developing a "College Service Plan." It's in the type of situation you've just described (e.g., it would not be appropriate for an allied faculty member to revise a course and follow it through the curriculum approval process) where you would find the exception to the MOU provision for paragraph 30.03.C. (See http://www.santarosa.edu/afa/Contract/MOU/mou_30_college-svc-plan.pdf.)

- **Article 1.** What is the timeframe for this TA? Is it three years?

Ann's response: The Contract is a three-year contract, with additional possibilities for reopeners in each year. The membership votes on the financial part of the TA every year, but this is not a three-year financial agreement. The first year of the Contract was 2011-12, the second year is 2012-13. The TA for this second year includes MOUs, a financial package, and modifications to other articles. The same process will repeat for 2013-14—the third year of the Contract. At some point next year, AFA will be negotiating for the next three-year Contract. It may seem like a one-year Contract, because every year AFA comes to the membership; but, as far as the District and the Public Employment Relations Board (PERB) is concerned, it is a three-year contract.

- **Article 16.** Is it a three-step process for chairs? For example, for Stage 1, they give 40 percent to Adjunct #1, 40 percent to Adjunct #2, 20 percent to Regular Overload #1, etc. In Stage 2, they bring everyone up to their 40 percent like load, and in Stage 3, if there's any load left, they fill loads higher? The first pass is up to 40 percent or as close as possible to 40 percent. If someone has a 50 percent like load, would I bring him to 40 percent on the first pass?

Ann's response: In Stage 2, the chair offers everyone up to their like load (filling up regular faculty overloads to 40 percent and adjunct faculty to their full, like load in the same second pass). Chairs can look at the whole picture and sort it out in their minds, so they can do Steps 1 and 2 together, as long as they don't violate any of the load limits in Step 1. Some departments use a sign-up procedure, and they need other mechanisms to deal with Step 1 and Step 2. Both ways involve some juggling.

- **MOUs:** MOUs are effective for the length of the Contract. If an article is revised, and AFA and the District agree to the revisions in an MOU, that MOU will be included in the next TA. When an MOU is approved, it supersedes the existing language in the Contract.

At the conclusion of the question-and-answer period, Warren acknowledged the hard work of four members of the AFA Negotiating Team: Lara Branen Ahumada, Dianne Davis, Lynn Harenberg-Miller, and Jack Wegman. Warren commented that this has been a challenging year, and he suggested that faculty would have a greater appreciation of what these four individuals accomplished if they heard what has happened at other colleges around the state. All present joined in a round of applause for the negotiating team.