

GENERAL MEMBERSHIP MEETING MINUTES

December 8, 2021

(Approved by Executive Council on January 26, 2022)

Executive Councilors present (noted by *):

*Sean Martin, presiding	*Brenda Flyswithawks	*Jacqueline McGhee	*Carlos Valencia
Ashley Arnold	*Deirdre Frontczak	*Steven Kessler	*Kat Valenzuela
*Paulette Bell	*Laura Larqué	*Jessica Paisley	*Sarah Whyllly
*Leticia Contreras	*Erica Lohne	*Karen Stanley	*Catherine Williams
*Claire Drucker	*Matthew Martin	*Dawn Urista	

Negotiators/Appointed Positions present: Anne Donegan, Casandra Hillman

Staff members present: Stephanie Simons, Carol Valencia

The meeting was called to order at 4:32 p.m., via Zoom Conferencing.

1. Presentation: COVID at SRJC: AFA's Role in the Past, Present, and Future (Sean Martin, President)

- District Authority – The District has the legal authority and responsibility to:
 - Proclaim or lift a State of Emergency (SOE) - there is a possibility the current SOE will end in May. If you wish to continue to teach courses online that were not previously approved for online instruction, the deadline for DEA submission for Summer and Fall is in January.
 - Unilateral authority to implement mandates - including health related concerns, such as vaccine mandates. AFA can express views and make recommendations on the matter, and has a right to negotiate impacts and effects of any mandate.
 - District determines who may use (or enter) District facilities
 - District also has the right to determine faculty assignments – including mode of instruction (e.g. in-person or online instruction where discipline experts have determined that a course can be offered online).
- AFA's Rights
 - Educational Employee Relations Act (EERA) gives AFA the right to:
 - Negotiate on matters within their scope of representation
 - Negotiate the impacts and effects of the District's unilateral exercise of its legal authority - including health and safety mandates
 - ◇ AFA has negotiated six side letters in response to the SOE since March 2019
 - ◇ AFA has negotiated a side letter to address the vaccine and testing mandate
 - Ensure contractual terms are honored through mutual agreement, conciliation and grievance
- Side Letters
 - Side letters are temporary, non-binding measures
 - Each side letter has a sunset date
 - Side letters allow the District to give temporary waivers to their rights
 - District Operations
 - Faculty working remotely are not required to come to campus
 - District has a responsibility to maintain a safe working environment by following protocols mutually agreed to in negotiations.
 - Use of Facilities – including access to offices
 - Working Conditions – including options for online instruction and remote participation in college service

- Faculty Privacy Rights – this began as theoretical concern, but has proven helpful and worthwhile in protecting members.
- Evaluations - includes options, such as self-evaluations
- Leaves - many faculty benefitted from leaves throughout the SOE
- Conditions for in-person instruction: safety protocols, synchronous/asynchronous, number, size, location
- Additional Compensation – particularly for Department chairs, professional development trainings, and transitions to/from remote instruction and services.
- What lies in the Future: The Known Unknowns - There will be changes in the future, but we don't know what those changes are and what outcome they will bring.
 - Vaccine mandate
 - It is possible the district will define the meaning of "fully vaccinated" as official health guidelines develop
 - Duration of mandate
 - ◇ No explicit statement from the District beyond Spring '22 semester
 - The District and AFA have committed to adhere to guidance from relevant health officials and consensus in the relevant science community. In the event consensus between official bodies breaks, AFA has the opportunity to reopen negotiations with the District to ensure the safety of all faculty.
 - Return to In-Person Operations
 - The District has the right of assignment – there may be changes to whether courses are taught online or in-person
 - AFA Right to Bargain Impacts and Effects – AFA plans to exercise its right to negotiate the impacts of any District mandates
 - AFA will provide frequent opportunities to confer with members, including the continuation of listening sessions
- Questions & Comments
 - Q: Adjunct faculty are currently asked to share office space with several other individuals. This is concerning given the social distancing required to maintain individual health and safety. Is this something that can be addressed when returning to in-person teaching?
 - A: This is a working condition, and falls under AFA purview. Once the District determines which facilities are available for use, AFA can determine the appropriate parameters for using the space to ensure conditions for a safe working environment are met. AFA will look to County health officials, with input from those affected, when the time comes.
 - ◇ A Councilor suggested a possible solution to faculty having to share offices is to request to use the offices of full-time faculty who are on leave, and other such unused spaces around campus.
 - ◇ A Councilor added that current COVID guidelines require office hours be held in classrooms, not offices due to social distancing requirements.
 - Sean commented that another element of a spring return to in-person instruction is a possible revised social distancing requirement.
 - Q. Is there a timeline when shared governance meetings will be offered only in-person?
 - A. There is no official statement, and currently the District intends to maintain all College Service bodies remain remote. Leading up to the May 10th meeting, we expect to learn more on this topic.

Sean thanked everyone for attending. He has enjoyed the broadened participation in these meetings and hopes to maintain that involvement. A welcome and invitation to join the closed sessions of Executive Council meetings in spring was given to new and incoming Councilors. He encouraged all faculty to come to AFA for support when needed. Sean wished everyone a happy, healthy holiday break and restorative time.