

30 Years Strong!

UPM

United Professors of Marin

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Summer 2007

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Union Press

Ponderings of the President

by Ira Lansing

On the plus side of global warming, as I write this, the weather has been absolutely gorgeous these past weeks, although some may complain it is a trifle too warm for them. If you think things are heating up around here, you ain't seen nothin' yet! Check out these following contractual concepts and see if you can remain cool.

Now remember, these are the highlights of what the District has proposed to UPM at the table. Presumably these are starting points and significant changes may—and hopefully will in some areas—still occur. At the very least you will get a sense of attitude along with some historical perspective as well.

Article 6 of our Collective Bargaining Agreement deals with “Transfers and Assignments”. Our contract is somewhat unique amongst community colleges in that it attempts to provide part-time faculty with some sense of job security and the ability to plan their lives. While permanency and true seniority (based on date of hire) are not possible and the current methods may not be perfect, UPM has been successful in creating a system that provides some minimal levels of employment guarantees with some degree of hiring priorities within the disciplines. The process involves what have become known as ETCUMs (for credit faculty) and ETNUMs (for non-credit faculty). Neither of these special status categories, along with the priorities and privileges, was

automatic. Successful evaluations are required and credit faculty must provide the service for two semesters in a two year period after having gone through a hiring pool.

Here is the big change proposed by the District: it will now take 6 semesters in a four year period! Can you still say “job security”? Along with this they have proposed to eliminate the language on hiring pools, although the terms are still used elsewhere. It is not clear what is going on with this move, but that is why the first weeks of bargaining involve clarifications. The option for “emergency hires” is also proposed to be eliminated. After all, if they can keep you dangling for 6 semesters, you may just be an “almost ETCUM” for up to five, then you are gone. No emergency there!

The biggest change for non-credit part-timers is the proposal to make the words unhyphenated: “noncredit” instead of “non-credit”. Hmm, I wonder what deep, dark ulterior motives are associated with that one?

Throughout Article 6, as it applies to permanent, temporary, credit and non-credit (or noncredit) is the proposed change to make any assignment contingent upon the individual possessing the “qualifications *and expertise* to provide instruction in the particular assignment within a [credit or noncredit] discipline.” What is particularly strange

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is the inclusion of “expertise”. This means that no longer having the experience, credentials and degrees will be sufficient for employment. And what, may I ask, determines “expertise”, which seems to be synonymous with “skill”? And who will make *that* determination? Hmm indeed! Are you feeling warmer yet?

Here is a challenge for all the administrators reading this column: can you find in your Article 6 proposal the language that says part-timers will get priority of assignment *before* a full-timer gets an overload? Did you know you even had this language? Hmm.

From a Union standpoint this cuts both ways. Overloads do take away from units available to part-timers. As such, our current contract limits the guarantee of an overload to one class or 3 teaching units. But they do provide supplemental income to permanent employees, and are often needed when there is no staff available (yes, this does happen in some disciplines). And therein, I believe, lies the District’s motivation—supplemental income. We are already overpaid and under-worked, so why should we get even more money?!

What’s the temperature now? Here is a real thermometer buster, as proposed by the District: “Assignments are normally made over a five day work week... In the event that [you teach or are scheduled for] three or fewer days, [you] shall schedule and keep office hours on at least one of the remaining days [applies to permanent/probationary only].”

But wait, it gets even hotter: “A permanent/probationary unit member shall be assigned one evening class per academic year. The assignments shall be made on a rotating basis.” Wake up part-timers! What impact does this have on your schedule and flexibility? Hmm.

It is way too hot to stay here, so let’s move on to Article 7, Evaluations. The current contract takes the position that evaluations are non-punitive and are for the purpose of improvement. Except in the early probationary years, you cannot lose your job over a less than stellar evaluation. Furthermore, evaluations take place only during the scheduled evaluation period, roughly every three years as provided for by the Education code. It seems that

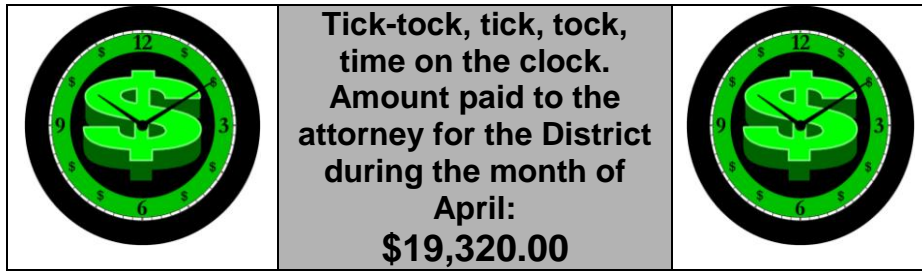
the nature and timing is to change, if the District has its way. In every part of the evaluation article the District has inserted the option for “unannounced” visits. And—this is really the absolute sauna-exploding one of all—“Temporary Credit or Non-Credit [*sic?* They are not even consistent within their own language, but perhaps I am being too petty now and distract you from the real point. Sorry. Read on.] Unit Members may be subject to special evaluation at any time if facts are presented to the district which show performance problems.” Even Joe Friday (“just the facts, ma’am, just the facts”) would turn over in his grave with this language. At its best this would require the District to hire an administrator whose sole function would be to determine what is and what is not a fact, because the *special* evaluation must be based on facts! I can just see it now—grievances based on what are facts. Forget the outcome of the evaluation. We’ll never even get to that! But then when your chief negotiator is also your litigator, what’s the difference?

Speaking of which, you will read elsewhere in this publication the ticking clock total for the month of April. In the Board of Trustees agenda that reported this payment to their attorney, for the first time it was stated that this dollar amount included bargaining with “CSEA and miscellaneous negotiations”. This is to say that UPM is not the only use of this money. But they are missing the point. Prior to this academic year when the District hired a full-time, non-lawyer, chief negotiator, this person was paid a fixed monthly wage that was roughly *one-fourth* of the currently reported amount, and it covered *all* bargaining units in the District.

You need to cool off. Really. Go take a soak, pop a cool one, whatever you need to do to bring it down. After all, you may actually be on intersession break or on a reduced summer schedule. You don’t need this kind of heat. Let’s save it for next month when we will talk about Article 8, Assignments!

Until then, stay comfortable, stay informed and stay in touch.

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CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

The Lady or The Tiger?

In the short story by Frank Stockton, published in 1882 titled "The Lady or the Tiger," Stockton describes a unique system of justice used by a mythical monarch to determine the guilt or innocence of a suspected felon. The person charged with the offense is placed in an amphitheater facing two identical and unmarked doors and is required to open one of them. He may open either door he chooses but if he opens one door a hungry tiger will emerge and tear him to pieces. If this occurs, it is viewed as confirmation that the man was guilty of the crime of which he had been accused. If however he opens the other door, a beautiful maiden emerges who becomes his bride, and this outcome is seen as proof of his innocence.

It was a system of non-prejudicial justice administered with complete impartiality because it eliminated the possibility of biased jurors or the prospect that the defendant's courtroom demeanor would influence a jury's determination of his guilt or innocence. There were no legal

arguments by attorneys to sway the jurors and no delay in sentencing. It was immediate justice designed to resolve all indeterminacies. And there could be no subsequent accusations that a cruel monarch was responsible for the victim's gruesome demise because it was the defendant himself who selected the door which decided his guilt or innocence and his punishment, and his chances of success or failure were equal. Spectators to the event left the amphitheater feeling confident that justice had prevailed and that the fate of the accused was appropriate and non-prejudicial. And the spectacle was exciting entertainment.

At the College of Marin we also have a unique and peculiar system of justice. But this system of justice is different from the two-door system described by Stockton, where the accused has a fifty-fifty chance of a favorable outcome.

In the COM system of justice, there is only *one* door, and the accused has very little chance to control his or her own destiny, because in our system of justice it is the monarchy who decides whether it is the "lady" or the "tiger" who will emerge from behind the door.

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Take the recent case of one of our faculty who requested an accommodation for a physical disability so that she could continue to teach her classes. As it happens, this instructor was perceived by management as threatening because she had been a vocal critic of many of our administration's policies and practices.

So after presenting her accommodation request to our college president she waited to see who would emerge from behind the amphitheater door. And when the door was opened, who do you think appeared? Rather than finding the requested instructional aide to help with her classes, out came the "tiger," terminating her ability to continue

teaching, and forcing her into retirement. And so a valuable and dedicated member of our faculty with over 20 years service to COM was driven into premature retirement because of a one-door system of justice administered by an autocratic and uncompassionate monarchy.

The two-door system of justice described by Frank Stockton in his classic 1882 story may not have been the ultimate in progressive jurisprudence, but at least it offered a fifty-fifty chance of a favorable outcome – which is probably better than your chances at COM if you happen to be someone who is critical of your monarch.

Bargaining Update

On June 21, your Bargaining Team finished clarifying counter proposals to the District's openers. As UPM President Lansing has reported in previous Union Press articles, the District's openers range from recalculating sick leave to your disadvantage, assigning you to mandatory committee work (beyond your assigned teaching times), mandating librarians to weekend service, including arbitrary

evaluation criteria, eliminating Union input into the creation of coordinator positions, and more.

When you return from summer break, the UPM Exec will report in detail on bargaining progress and will have created a brief questionnaire asking for your input. Please be sure to attend the UPM Update meeting at the beginning of the fall semester.



Letters to the Editor

Feel free to voice your comments and/or opinions concerning any article or issue about you, the College or your union. Letters should be signed, but names will be withheld upon request.

Please direct your letters to
john.sutherland@marin.edu

UPM Membership Application Form

I hereby apply for membership in the United Professors of Marin, AFT Local 1610

Date: _____

Name: _____

Address: _____

City: _____ Zip: _____

Home Phone: () _____ Campus Ext: _____

Email: _____

SSN: _____

Department: _____

Check the appropriate box:

- I am a permanent credit or non-credit employee or leave replacement.
- I am a temporary non-credit employee on the quarter system.
- I am a temporary credit or non-credit employee on the semester system.

Return to UPM Kentfield campus mailbox or UPM Office, Science Center 136

United Professors of Marin UPM-PAC Payroll Deduction Form

The UPM-PAC (Political Action Committee) provides financial support to candidates and measures that support or benefit education in Marin County and the College of Marin in particular. If you would like to support the UPM-PAC with a monthly contribution, small or large, please fill out the form below and send it to the Payroll Office.

To: Payroll, College of Marin

Date: _____

I hereby authorize the Marin Community College to deduct from my earnings the sum of _____ beginning in the month of _____, _____ (year), and each month thereafter, and to remit this sum to the United Professors of Marin PAC #990958 until I revoke this authorization in writing.

Signature: _____

Print Name: _____

Address: _____

City : _____

Zip: _____

SSN: _____

Beginning July, 2007, UPM committees will be staffed by several new faces. Below is an updated list of committees. **Many thanks to all who served during the 06-07 term!**

<p><u>PRESIDENT</u> Ira Lansing</p> <p><u>BARGAINING TEAM</u> Paul Christensen (Chief Negotiator) Hank Fearnley Theo Fung Arthur Lutz Mike Ransom John Sutherland</p> <p><u>UPM-PAC TREASURER</u> Arthur Lutz</p> <p><u>GRIEVANCE OFFICER</u> Arthur Lutz</p> <p><u>TREASURER</u> Theo Fung</p> <p><u>BUDGET MONITOR</u> Deborah Graham</p> <p><u>BAY 10 REPRESENTATIVE</u> Bonnie Borenstein</p> <p><u>CCC REPRESENTATIVE</u> Bonnie Borenstein</p>	<p><u>NORTH BAY LABOR COUNCIL REPRESENTATIVE</u> Carol Costa</p> <p><u>PROFESSIONAL AFFAIRS COMMITTEE</u> Don Foss David Rollison</p> <p><u>WORKLOAD COMMITTEE</u> Carl Cox Theo Fung</p> <p><u>HEALTH AND SAFETY COMMITTEE</u> Jamie Deneris Carol Lacy</p> <p><u>PROFESSIONAL STANDARDS COMMITTEE</u> George Adams Paul Christensen</p> <p><u>SABBATICAL LEAVE COMMITTEE</u> David Jones David Rollison Chris Schultz Toni Yoshioka</p>	<p><u>CRA TRUST</u> Ed Essick (Chair) Robert Kennedy Ira Lansing Robin Lavin Ron Palmer</p> <p><u>UPM EXECUTIVE COMMITTEE</u> Ira Lansing Paul Christensen Carl Cox Hank Fearnley Arthur Lutz Robert Ovetz Mike Ransom John Sutherland Yolanda van Ecke</p> <p><u>WEB MASTER</u> Mike Ransom</p> <p><u>EDITOR, UNION PRESS</u> John Sutherland</p> <p><u>EXECUTIVE SECRETARY</u> Teresa Capaldo</p>
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