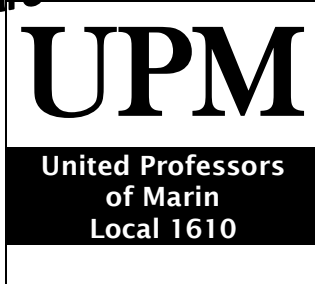


30 Years Strong!



## United Professors of Marin

American Federation of Teachers • Local 1610

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Welcome back! Why not jump right back in? To welcome you to the 2009 spring semester, here's the first (of many?) debriefing for the new year. The UPM negotiation team is busy working on fact-finding. We'll keep you posted on our progress.

### *The District's Proposal on Article 6:*

- a.) Assignments shall be made considering qualifications, seniority, job performance, special job-related skills, the needs of students, and the needs of the District. Assignments are normally made over a five day work week during the academic year. The workweek should include both classes and office hours. In the event that the permanent/probationary unit member teaches three or fewer days, the permanent/ probationary unit member shall schedule and keep office hours on at least one of the remaining days.
- b.) In the event that part of the load of a permanent/probationary unit member must be cancelled because of small class size, the District may assign other instructionally related or student services activities for which the unit member is qualified so that the unit member has a full load.
- c.) Exceptions to office space during modernization period.
- d.) Extension of the time period necessary to gain ETCUM or ETNUM status from 2 semesters to 6 semesters in a four year period. Applied retroactively to July 1, 2007.
- e.) Elimination of the hold harmless for Affirmative Action lawsuits.

### *The Way It Is Now:*

- a.) Assignments are made at the department or discipline level in consultation with the faculty. Full-time faculty are required to work at least a combination of 4 days and/or nights, with office hours at least on the days of assignment.
- b.) Unless agreed to by the faculty member, a full-time employee is entitled to a full assignment of the same type; that is, all teaching or all counseling, if available.
- c.) No modernization exceptions since modernization as never occurred heretofore.

- d.) Two semesters of instruction within one year gives ETCUM/ETNUM status.
- e.) UPM is not liable for Affirmative Action lawsuits brought against the District.

***What It Means for All of Us:***

a.) While this may appear to be acceptable on some levels —“needs of the students...needs of the District”—the inclusion of seniority is a significant change. Most departments have a “rotation policy” on file with the Academic Senate that addresses the issue of what to do when more than one person wants to do the same assignment. The most significant change is the statement of a five-day work week, without regard to night assignments. While there is a recognition of assignments of fewer than 5 days, there is language that may require one to hold office hours on a day with no instruction. How does this mesh with the “great green attitude” being promoted with modernization? In general, this is the District taking a K-12 assignment attitude at the college level.

b.) UPM recently won an arbitration reaffirming the current contract language. If there are available classes, counseling, etc., then the employee has a right to continue in a like assignment to complete a full load.

c.) Depending on the breadth of the exceptions, we all recognize that there may need to be changes during construction. More details and perhaps something a little less than “they can do whatever they want” language would be acceptable.

d.) This is a major and significant change for all part-timers and it is retroactive, so some people who think they currently have the status could find out they no longer do. Needless to say this completely undermines the previous efforts of the current contract to provide some sort of job security to temporary employees.

e.) Affirmative Action is the responsibility of the employer. UPM does not hire or fire. The initial intent of the hold harmless was to acknowledge that ETCUM or ETNUM status was a significant and legal change for the better for all part-timers. If a prospective employee saw this as a violation of Affirmative Action, UPM was not to be made a party to the suit and would be reimbursed for legal expenses. The language proposed by the District could be seen as one more attempt to impose legal expenses on the Union, which could limit our ability to properly defend our own members.

Once again, welcome back. We hope you have a productive semester.