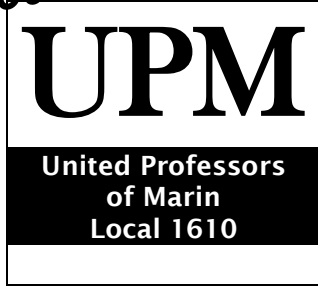


30 Years Strong!



United Professors of Marin

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The District's Proposal on Article 7:

- a.) Evaluations are based on "standards"
- b.) UPM advisor optional
- c.) Restricted choice of peer advisor by the evaluatee
- d.) Mandatory inclusion of the department chair
- e.) Evaluations will consist of at least one visit, can be at any time and may be unannounced
- f.) Evaluatee will be provided a summary of student evaluation comments to protect identities instead of complete results
- g.) Permanent faculty evaluations will be done by a manager
- h.) Should the evaluation indicate areas for improvement the evaluatee must participate in a mandatory performance improvement program developed in consultation with the District
- i.) Delete the following current contract language: "Permanent unit members shall not be subject to punishment, discipline or removal from their positions for observations and or judgments made during their respective evaluations. Initial discovery of any of the aforementioned causes [Education Code language relating to illegal activities]

during the evaluation process shall be grounds for further investigation."
j.) Delete the following current contract language: "The District shall not take any adverse action against a unit member based upon documents which are contained in such unit member's personnel file unless the materials were placed in the file within forty-five (45) working days of the date when the District knew or should have known of the event giving rise to the documents."

The Way It Is Now:

- a.) Evaluations are based on "indices"
- b.) UPM advisor mandatory
- c.) Peer advisor may be any permanent faculty member
- d.) Department chairs are optional in the evaluation process
- e.) One visit with an option for a second, scheduled in advance at times convenient for all involved.
- f.) Student evaluation comments are read in full by the evaluatee
- g.) Permanent faculty evaluations done by a peer
- h.) Creation of an "agreement" and participation in a program are voluntary
- i, & j.) language retained

What It Means for All of Us:

From the very first contract, except for Education Code requirements for probationary faculty, evaluations were designed to be informative and a basis for improvement, not punishment. The changes proposed by the District make evaluations a basis for termination of *any* faculty—full- or part-time, credit or non-credit—and the action against the faculty member can come at *any* time, not just within 45 days of knowing and observing.

The modifications proposed are clear and distinct and all of them can be summarized collectively: There is a full insertion of management for the purpose of termination, or at best, a mandatory performance improvement program. The difference is between one of faculty helping faculty to management dictating to faculty. Think about how well your supervisor knows what you do, knows your program or discipline, and then decide how comfortable you would be under the language proposed by the District.

Article 1

- a) District demands total control of coordinator assignments and unit compensation.
- b) District defines job descriptions for coordinators, and coordinators are subject to evaluation and punitive sanctions.

Article 3

- a) District position on salary is status quo—0% salary increase, 0% COLA.
- b) District will exclude Children's Center employees from wage increases provided to other unit members.

Article 4

District proposes increase in medical co-pay for office visits and prescriptions from \$5 to \$20 per visit.

Article 5

- a) District demands change in formula for calculating sick leave that will authorize the District to deduct sick leave for days on which the unit member has NO ASSIGNED DUTIES.
- b) District demands three more management representatives on the Sabbatical Leave Committee.
- c) Should the cancellation of classes by the District reduce the workload assignments of full time unit members below the mandated 29.5 units per year, the District shall be authorized to deduct previously earned banked units to meet the District's obligation to a full year assignment.

Article 6

- a) District demands the removal of some limitations on management control of faculty assignments specified in Article 6.
- b) District wants to eliminate full-timers' right to overload.
- c) District wants to remove the rights of part-timers' qualified for discipline hiring pools.
- d) District wants to require part-timers to give notice of availability one full year in advance of teaching assignment.

Article 7

- a) District demands authorization to replace the current objective evaluation criteria with

subjective management standards which can be used for the purpose of punitive sanctions.

- b) District wants to limit Union participation in the evaluation process and include management in evaluation of full-timers.
- c) District demands the right to make unscheduled evaluation visits.

Article 8

- a) District demands authorization to increase the assigned workloads of instructional unit members with additional duties (beyond classes & office hrs) up to 37.5 hours per week—without additional compensation.
- b) Failure to perform additional duties will be subject to evaluation and sanctions.
- c) District demands unrestricted authority to assign evening and weekend work without consent of unit member.
- d) District demands to control assignment of unit members on all committees.

Article 13

- a) District demands a reduction in unit compensation to UPM, the elimination of UPM's right to rent on-campus office space and the elimination of UPM's right to duplicating services, resulting in a substantial increase in the Union's operating expenses.
- b) District demands limits on the Union's right to grieve issues that impact unit members.

Article 16

District proposes eliminating Article 16 (Upgrading of Temporary and Permanent Part-Time Faculty) from the contract, insisting that hiring should be between the Academic Senate and the District.

Such an arrangement would make all hiring criteria advisory, not mandatory, and would be at the District's discretion even if arranged with the Senate.

Article 24

District demands authorization to treat all disciplinary procedures in Article 24 as "for guidance only" with the application of penalties to be solely at the discretion of management.