PONDERINGS OF THE PRESIDENT
By Laurie Ordin

Sometimes my mind spins as I try to nail down a topic for this article. There certainly is no shortage of concerns to write about. The ancient Chinese curse, “May you live in interesting times” comes to mind, although after doing a bit of research I have found that this saying is probably neither ancient nor Chinese, and can just as easily be attributed to Robert Kennedy in a speech he gave in Capetown in June of 1966.

Should I write about growing disparities in economic well-being or education? How about the well-intended but poorly planned and executed Affordable Care Act? Then there’s the takeover of the environment, politics, and just about everything else by big businesses, banks, oil companies, insurance companies, defense contractors, and on and on. Or I could bemoan the state of media and information and stomp my feet about how so many of the really important issues never see the light of day because the people with the power don’t want them to. There is the unrest in the Middle East and humanitarian crises in so many places around the globe. And then there is my personal favorite, climate change. I fear that none of my other concerns will really matter if we don’t do something about that, and soon!

Ahhhh...but we approach the holiday season and I would like to chuck my lumps of coal this month and talk about something more pleasant. Let’s talk about a very cheerful new development for UPM. We have a social committee....and not just any social committee. We have a wonderful group of enthusiastic members who are pooling their energy and creativity to plan a number of events so that we all can get to know each other better.

We recently enjoyed our first event, a potluck picnic, which was really fun. I hope that those of you who missed it will be able to make it to some of our future gatherings. Our social committee is planning...
a variety of activities at various times so all of you can at least have a chance to fit one or more into your busy and varied schedules.

Here are some things they have been planning.

**THIS SEMESTER:**
Dec. 4 from 4:30-6:30 p.m; no host Happy Hour at Brick and Bottle in Corte Madera.
Dec.19 from 5-7 p.m., Holiday Open House at my home in San Rafael.

**SPRING 2014 SEMESTER:**
February 20, Wednesday mid-day or 3:00 p.m., film Dirty Wars by Jeremy Scahill, light refreshments.

March 19, Tuesday, 3:00 p.m., film Inequality for All, by Robert Reich; light refreshments. If this one is not available on DVD we will show A Place at the Table, about hunger in America. Film venues to be arranged.

May 25, Sunday, family event; pool party, potluck or barbecue. Place and time TBA.

One of the more rewarding perks of having my UPM job has been that I have gotten to know more and more of you. We really are a very interesting and nice group of people. And some of us are pretty good cooks! That’s always a plus! Watch your mailboxes for more details about the aforementioned activities. Try to join us and get to know and enjoy each other. Knowing each other and caring about one another builds solidarity and union strength and is just plain fun.

So, as always, stay informed, stay in touch, and stay involved. Happy and Healthy Holidays to you and yours! ☃️
DIRECT DEALING

Under the National Labor Relations Act (NLRA), and the Educational Employees Relations Act (EERA), an employer is not permitted to bypass an employee’s union and deal directly with the employee in connection with the terms and conditions of their employment.

There are at least two reasons that this rule was established. First: Dealing directly with an employee violates the union’s statutory right to speak exclusively for the employees who have elected it to serve as their representative. Second: Direct dealing undermines an employee’s belief that their union actually possesses the rights of exclusive representation to which it is entitled.

Direct dealing is characterized by actions that attempt to persuade employees that they can achieve their objectives through individual direct negotiation with their employer. It is intended to erode the union’s position as the employee’s exclusive bargaining representative.

One of the reasons that labor unions (ours included) have been affective in achieving improvements in wages and working conditions for their membership is that they (we) are able to bargain with an employer (District) as a collective, with all the advantages that unified collective action can exert. And while it may be true that in some individual cases, a better deal might be achieved if an employee negotiated directly with their employer, it is a slippery slope which eventually destroys the collective clout that employees can have through union representation.

Since 1935, when the NLRA was established, the federal government has recognized the need for employees to be represented by their democratically elected bargaining agents. And since 1935 it has been illegal for employers, including those in the public sector (e.g. community college districts) to try to bypass a union’s right to represent their membership. This law against direct dealing was established to defuse labor-management strife that was rampant in the 1930s, and thus it protected (and continues to protect) not only the employee, but the employer and society as well.

So if you are approached by the District to “discuss” your ‘conditions of employment’, please be aware that management may be guilty of an Unfair Labor Practice, in violation of EERA statutes. Please do not initiate or contribute to this violation. Our union is here to speak for your concerns. Contact us. We are here to represent your needs. It is only through collective action that we have been able to achieve one of the best community college contracts in California, and only through unity and solidarity will we be able to continue to protect our working conditions and improve our contract. □
Late last year and early this year, UPM solicited and compiled feedback from our membership as to what direction you wanted us to take in this round of Contract Negotiations. Within the specified timeline, we received input from and followed up with many unit members to clarify negotiation requests, and we worked carefully to articulate your suggestions into justifiable demands. UPM members implicitly agree to this procedure when they do or do not respond with negotiation requests.

Over the past months, we’ve reported to you what’s been going on in Contract negotiations. At the beginning of negotiations, we agreed to hold off on wages and benefits since we would be getting new information from the county regarding revenue from property taxes. That information is due to arrive soon. We will keep you posted on any new developments as we progress through the remaining “sunshined” articles. So far, UPM and the District have clarified opening demands on Articles 1, 3, 5 and 6.

In recent collective bargaining meetings, the District has been, it seems to the UPM team, shaping some of its demands after being contacted by UPM unit members. If we are correct about this, we feel that unit members who do not adhere to the proper procedure make Bargaining more difficult and jeopardize our ability to achieve the best Contract possible for all members.

Also, in response to unit member concerns, we also recently negotiated a sidebar on Article 7: Evaluations. As I reported in a recent UPM Newsletter, because of the depletion of permanent/probationary unit members over the past decade, and the subsequent lack of permanent unit members in designated areas of the college, (in part due to recent retirements,) conducting evaluations has been virtually impossible.

The “old” language, “A qualified, permanent unit member, in the same or a closely related discipline who has not been previously evaluated by the Evaluatee,” simply was no longer practical and needed to be updated to allow for evaluations to continue. Consequently, UPM and the District revised the make-up of the Evaluation Team for full-time permanent and probationary members, to include as Peer Evaluator “any permanent or probationary faculty member employed during the semester in which the evaluation takes place.” Note the other restriction that has disappeared: the Peer Evaluator no longer needs to be within the immediate or closely related discipline.*

As of this writing, the District is examining the open-ended nature of the new Evaluation Team make-up, so we may come back to you soon with a revision to this sidebar.

Finally, we set a time limit on these allowances: This sidebar is for 2013/2014 only. If need be, we will revisit Article 7: Evaluations, again, after the life of this sidebar has elapsed.

Your UPM Collective Bargaining Team is making every effort to ensure and improve your working conditions and rights and to see that you are rewarded for your service.

To help serve you we would like your input on the scheduling of next year’s calendar. To this end, UPM will hold an open membership meeting regarding next year’s calendar on Monday, December 9, at 4 PM.

Details will be announced soon. □

*As of this writing, the District is examining the open-ended nature of the new Evaluation Team make-up, so we may come back to you soon with a revision to this sidebar.

Negotiations are a euphemism for capitulation if the shadow of power is not cast across the bargaining table.

George Schultz
U.S. Secretary of Labor
1969 - 1970

UPM Newsletter 4 November 2013
It is with great sadness but with deep admiration and respect that we had to say goodbye to our courageous, spirited, and admirably independent colleague and friend Yolanda van Ecke, professor in our Department of Behavioral Sciences from Fall 2002 until Fall 2013.

Yolanda was born in Westdorpe, The Netherlands, and emigrated to the United States in 1978. She worked for the Dutch government on economic affairs and for the San Francisco Opera.

She earned a Masters Degree in Education from Stanford University and became an instructor at CoM and San Francisco City College, where she taught Psychology and Lifespan Development. Never one to withdraw from hard work, her persistence and determined research practices earned Yolanda a Ph.D. in Psychology in 2007 from the University of Amsterdam. Her thesis has become a cornerstone for adapting attachment theory from the evolutionary personality area of study, articulated by John Bowlby and Mary Ainsworth, to bonding relationships as they pertain to cross cultural experiences. She was an early investigator in anticipating the impact of immigrant socialization issues. This intellectual grounding and passionate interest in human development led Yolanda to be a successful licensed psychotherapist.

Yolanda is resting in peace now, but her battle with illness was well fought for more than five years, during which time she continued to offer a guiding hand to help meet the needs of her family, friends, and students. Her character attributes, her gift for teaching, and her counseling skills have enriched many lives. The people in Yolanda’s vast network of friends, family, and professional associates will miss and remember her with deep affection.

Yolanda is survived by her loving husband Wesley Patton, her stepsons Jeremy and Christopher, her granddaughter Paige Anne Patton, and sisters Dorothy, Herda, Mireille, Trix, and Verenique; and many loving nieces and nephews.

In lieu of flowers it is requested that contributions be made in her name to the Pancreatic Cancer Action Network, or Doctors Without Borders.

Dikran Martin

“A GOOD HEAD AND GOOD HEART ARE ALWAYS A FORMIDABLE COMBINATION. BUT WHEN YOU ADD TO THAT A LITERATE TONGUE OR PEN, THEN YOU HAVE SOMETHING VERY SPECIAL.”

- Nelson Mandela

Those of us who knew Yolanda, know that she had it all.
VOLUNTARY TRANSFER

Article 6.1 [et seq.] of our Collective Bargaining Agreement grants to our tenured credit faculty the right to transfer from one discipline to another if they fulfill certain conditions and have minimum qualifications.

These include:

1. EXPERIENCE: The transferring faculty member must have taught or worked or completed 6 units of upper division or graduate course work in the discipline into which he/she wishes to transfer.

2. RECENCY: The person must have fulfilled these requirements within the preceding two years.

3. PROGRAM CONSIDERATIONS: There must be units available in the receiving discipline for which no permanent faculty in that discipline are available, and there must be a qualified unit member available to replace the person wishing to transfer.

4. TIME LINES: There are time-line restrictions that apply to transfer requests and for the length of time that the transfer will remain in effect. [See Article 6.1 of our CBA for a full description of Voluntary Transfer.]

If all of the above conditions and criteria are met, a faculty member is entitled to transfer.

The Voluntary Transfer provision (Article 16.1) has been part of our contract for over 20 years, and generally it has served our faculty and our college well. It has encouraged faculty to develop and expand their intellectual horizons and their expertise. It encourages continuing education and makes for a faculty who stay intellectually curious – qualities that certainly are of benefit to our students and our college.

It’s also one of the perks of tenure. After four years of probationary service, during which time there is continuing evaluation by management and the option to dismiss an unsatisfactory instructor, and with often many additional years of peer and student evaluations, tenured faculty surely have earned the right to claim that they have the experience, the character, and the expertise (if they also meet the subject matter qualifications) to teach in an area other than the one for which they were initially hired – an area of their preference and passion and proficiency. Our union has defended our faculty’s right to transfer and enhance their professional standing, if they meet the requisite qualifications.

Recently, however, the District and some faculty in some disciplines have expressed objections to the contractual right of voluntary transfer, contending that the receiving discipline should, after an interview with the candidate, have the right to veto an applicant’s move into their ranks, even if he/she has fulfilled all the contractually mandated requirements.

UPM has concerns regarding a discipline having the right to veto an individual who wishes to transfer.

There has been a long and shameful history of hiring discrimination in American academe, when Jews, other minorities and women were excluded from academic advancement by entrenched old-boy networks of review committees who were able to deny access or advancement to qualified individuals based on committee members’ personal prejudices, rather than on measurable and relevant criteria. Notable institutions like Yale, Harvard and Princeton (and most other colleges at the time) maintained these prejudicial and exclusionary hiring practices until the 1950s, by using a subjective interview process and using departmental vetoes to reject candidates they deemed “undesirable” because of their color, their religion or their gender.

Fortunately, those days are past. Or are they?
Just last week members of our UPM bargaining team received letters from several respected members of our faculty concerning the Voluntary Transfer provision in our contract. They urged that this Article should be eliminated entirely or modified to allow a discipline to vet and veto a candidate they deem “undesirable,” even if that candidate has met all the mandated qualifications.

Regarding the vetting process, one of these correspondent’s wrote “This process is hard to describe because it is somewhat ephemeral and relies greatly on ‘gut’ reaction (which comes with years of experience.)”

Mightn’t one have heard very similar language coming from the hiring committees at Yale and Princeton and Harvard in the 1940s to justify the exclusion of women and minorities and those the committees deemed “undesirable?” *

It is certainly valuable for there to be collegiality within a discipline. Close collaboration between faculty members is often essential, especially in certain programs. The receiving discipline certainly should have a role in the evaluation of transfer applicants.

But faculty who seek to transfer should also certainly have their rights protected against disparate treatment, or personal prejudices or the application of irrelevant or ill-defined criteria?

To this end, UPM has proposed changes in the contract language to increase the participation of the receiving discipline in the candidate interview process and their role in the development of criteria used to evaluate transfer candidates. But our proposed language also maintains protections for the applicant to insure that if he/she wishes to transfer, the process is fair and that additional criteria are not being applied prejudicially or subjectively or merely based on “EPHEMERAL” or “GUT” considerations.

We believe this is an important issue. There needs to be a balance between the needs and desires of a discipline regarding whom they would like as their colleagues, and the right of a qualified faculty member to enhance their professional career through voluntary transfer. We believe our proposed changes to Article 6.1 strikes this balance.□

*There is no suggestion that the faculty member who wrote this letter is guilty of bias.

UPM MEMBERSHIP APPLICATION

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

Name: ___________________________ SS#: ___________________________

Address: _______________________ City: _______________ Zip: __________

Date: ___________________________ Email: __________________________

Home Phone: ___________________ Campus Ext: ________

Check the appropriate category:
___ I am a permanent credit or non-credit employee or leave replacement
___ I am a temporary credit or non-credit employee on the semester system
___ I am a Community Education instructor

Return to the UPM mailbox or to the UPM Office, TB-124.
And please make sure you have completed the UPM payroll deduction option, in Human Resources.
“FOR THE GOOD OF THE ORDER”
Myth, Mirth and Miscellany for the Union Faithful

ON A LIGHTER NOTE

A Dean received a message from a probationary instructor whom the Dean had just slated for dismissal. It read: 370HSSV – 0773H
The Dean was stumped and sent the message to HR. They also couldn’t interpret it and sent it to the president. He couldn’t decipher it either so they asked UPM for help. We suggested turning the message upside down.

NOVEMBER LABOR HISTORY

On November 25, 1946, the first organized strike by teachers in the U.S. occurred in St. Paul, Minnesota. This month-long “strike for better schools” involved over 1,000 teachers and led to major reforms in the way that schools were administered and operated.

ADJUNCTS – TELL YOUR STORY!

Tired of having your issues ignored by the ‘suits’ in Sacramento? Here’s a chance to have your voices heard. Rep. George Miller (D-Calif.) announced an eForum to investigate how the lives of contingent faculty are being impacted in higher education.

They are seeking comments and/or stories of about 800 words in length submitted on a form available on the eForum page, or by email, by December 20.

They are seeking input based on four questions:
- How long have you worked as an adjunct?
- How would you describe the working conditions at your college?
- How do those conditions help or hinder your ability to earn a decent living?
- How do those conditions help or hinder your ability to do your job in helping students achieve their educational goals?

You can access the eForum at: http://democrats.edworkforce.house.gov/

With sadness we report that our union colleague, Yolanda van Ecke died on October 16th. Yolanda taught psychology at CoM for eleven years and was a member of our UPM Executive Council from 2004 through 2006, resigning because of ill health. She was a committed union advocate with an unwavering sense of justice. Please read the obituary written by her good friend and colleague Dikran Martin on Page 5.
“FOR THE GOOD OF THE ORDER” (2)

UPM NEEDS YOU FOR SOME
“JIMMIE HIGGINS WORK”

Please consider applying for one (or more) of the union positions that are staffed by UPM faculty. See the Newsletter’s back page for a list of the available openings and an application form. The deadline for applying is December 6th.

The more participation we have, the more effective we will be in helping to create a faculty-friendly workplace. (Compensation is provided for some of the positions.)

If you’re not acquainted with the term “Jimmie Higgins Work”, it comes from the 1919 novel by Upton Sinclair, whose protagonist, Jimmie Higgins, is a staunch “died-in-the-wool” union guy, who devotes all his time and energy working for his local trade union—addressing envelopes - delivering papers – mailing fliers – making coffee – sweeping out the union meeting hall - cleaning the johns, etc. etc., – a person who never seeks credit or expects compensation but who works for the union because of his commitment to its ideals—the kind of person without whose contributions the trade union movement would never have become as successful or powerful.

Well, none of the jobs that we are asking you to apply for require sweeping out our union office or cleaning the john, and unlike with Jimmie Higgins, some of them even offer compensation. But regardless, all of them, whether they are compensated or not, will get you psychic rewards and lots of appreciation from your union brothers and sisters because you will, like Jimmie Higgins, be working for a worthwhile (some of us think “noble”) cause.

The great Cesar Chavez said, “If people would spend one hour marching on a union picket line, their lives would be changed forever.”

We can’t promise that working on a UPM committee will change your life forever, but it couldn’t hurt. And it sure will help UPM carry on the work we are doing. (And you may even receive monetary compensation.)

So take a look at the openings, and please apply.

AND SPEAKING OF ‘MARCHING’
-a poem-

YOUTH
We have tomorrow
Bright before us
Like a flame.

Yesterday
A night-gone thing,
A sun-down name.

And dawn-today
Broad arch above the road we came.

We March!

Langston Hughes

NEW CoM TRUSTEE

Incumbent CoM trustee Barbara Dolan was defeated in her run for an eighth consecutive term on our Board of Trustees. Challenger Brady Bevis was elected to replace her. Incumbent Trustees Wanden Treanor and Diana Conti were also elected.

Of the four candidates who ran for the Board seats, our UPM executive council (after interviewing all four), endorsed only Diana Conti, and with our support she was the highest vote getter.

Congratulations to Diana. We hope her actions on the Board fulfill our expectations and justifies our support.

Eat TONS and take a nap.
(YOU DESERVE IT)
UPM Executive Council is Now Accepting Applications for

Official Union Positions

The Executive Council of the United Professors of Marin has identified positions or Committees to be staffed by UPM members. Terms begin July 1, 2014 through June 30, 2015. Positions are for one (1) year, subject to change by the Executive Council. Details of some positions are located on the back side of this page.

- Bay 10 Representative
- Budget Monitor
- Chief Negotiator
- Collective Bargaining Team
- Editor, Union Press
- Department/Area Rep.
- Grievance Officer
- Health & Safety Committee
- Part-Timer UPM Representative
- Professional Affairs Committee
- Professional Standards Committee
- Sabbatical Leave Committee
- Social Committee
- UPM Treasurer
- UPM/PAC Treasurer (UPM Political Action Committee)
- Web Master
- Workload Committee

NOTICE TO INCUMBENTS: People now holding listed positions above who are interested in continuing, must APPLY.

If you are interested in applying for one or more of the positions or committee assignments, please fill out the application on the reverse side and return it to UPM by Friday, December 6, 2013. The UPM mailbox is located in the Kentfield Campus mailroom. The Executive Council will review applications and announce the results of the selection in an issue of the UPM Union Press.

A WORD ABOUT COMPENSATION: UPM may provide compensation for some positions in the form of overload, release time, stipend, or expenses reimbursement. On your application, please specify your preference of compensation.

UPM STAFF AND COMMITTEE APPLICATION FORM:

NAME: ________________________________

Email or Contact Number: ________________________________

I hereby apply for the following UPM Staff or Committee position(s):
1. ________________________________
2. ________________________________
3. ________________________________

MEANS OF COMPENSATION:
Please select your preference of compensation; note that the Union will determine the distribution of units and cash stipends.

☐ OVERLOAD ☐ RELEASE TIME ☐ STIPEND ☐ EXPENSE REIMBURSEMENT

Position Details

- Bay 10: You must be available to meet with the Bay 10 committee, usually in Oakland one Monday evening each month.
- North Bay Labor Council (NBLC): You must be able to meet at the NBLC office in Santa Rosa, usually one Wednesday night each month.