



UNION NEWS

MARCH 2007 VOLUME XXVI, NO.2

LOS RIOS COLLEGE
FEDERATION OF TEACHERS
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WHY I JOINED THE UNION

UNION MEMBERS REMINISCE



Teresa Aldredge
Counselor
CRC

When I was hired with Los Rios I was told joining the union was mandatory (in a sense) so I really didn't question it. When I found out how committed the union was to understanding faculty issues and making every effort to address those issues with the administration, I was hooked. I have grown to know and respect the union leadership and appreciate the countless hours they spend on our behalf and I truly appreciate their dedication to excellence inside and outside the classroom. Keep up the great work!

Hired in 1990 at American River College, struggling for money, and green around the ears, I was assigned to Dick Guches as my mentor, and he strongly urged me to join the union. Gee, I certainly wanted to save the monthly fees--back when we could decide to join or not--but Dick explained how the union had worked so hard to make a good life for teachers, and I'd get my monthly fees back (times 10) if the union remained strong. And that's what happened, of course. That Dick ultimately became union president proves that from the "horse's mouth" comes straight talk and, in this case, wisdom.



Harold Schneider
Professor of English
ARC



Harold, in his
younger years

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PRESIDENT'S REPORT

By Dean Murakami

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PRESIDENT'S
REPORT

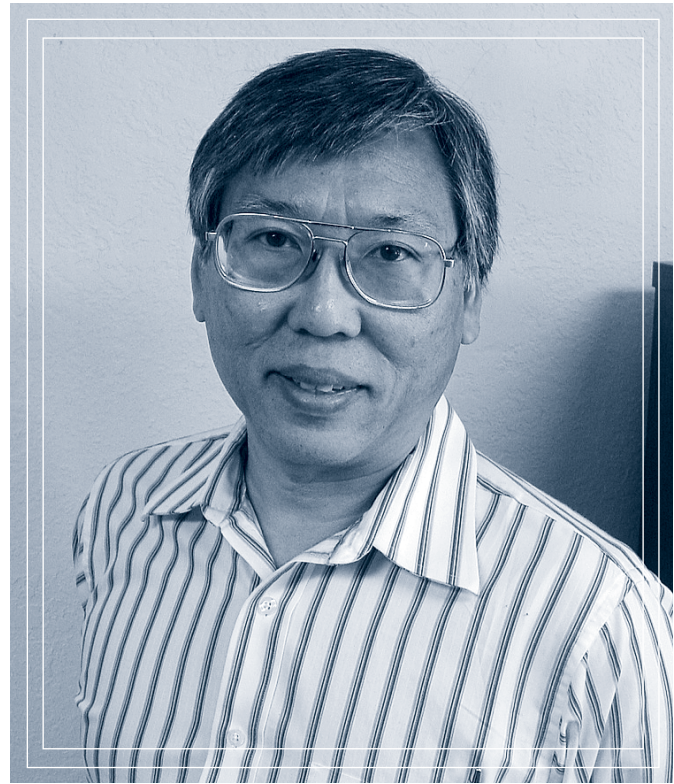
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THE STRUGGLE OF TEACHERS IN MEXICO

I want to thank all of you who attended the fundraiser for the Oaxacan teachers and the Popular Assembly of the People of Oaxaca (APPO). The Oaxaca Democratic Teacher's Union, Section 22 of the National Union of Education Workers (SNTE in its Spanish initials) began their strike last May following a long and frustrating period of negotiations. They are fighting for some of the same issues that many can identify with in the U.S., such as deplorable teacher salaries, teacher pensions, access to education for all children, and to halt the privatization of education. All of this in the context of a corrupt system of government in which the governor has diverted much of the state's treasury to pet projects of his associates and corporate lobbyists, a severe decline in the middle class, an ever increasing concentration of wealth to a very few in the society, more outsourcing of jobs, and the privatization of many public services. This is why the plight of the Oaxacan teachers became symbolic of workers in Mexico experiencing the loss of the middle class, erosion of worker rights, attacks on unions, corporate greed, and government corruption. As a result, the protest of 70,000 teachers in the zocalo (the main square) in the city of Oaxaca became a protest of 250,000 people.

THEY ARE FIGHTING FOR SOME OF THE SAME ISSUES THAT MANY CAN IDENTIFY WITH IN THE U.S., SUCH AS DEPLORABLE TEACHER SALARIES, TEACHER PENSIONS, ACCESS TO EDUCATION FOR ALL CHILDREN, AND TO HALT THE PRIVATIZATION OF EDUCATION.

Unfortunately, Oaxacan Governor Ortiz and President Fox using police and military met this protest with violence and death. The LRCFT Executive Board recently passed a resolution urging an end to the violence, support the teachers, and address the government corruption in Oaxaca. In this time of corporate globalization, corporations maximizing profits at the expense of their employees and indigenous communities around the world, and



government trade agreements that ignore the rights of working people here and abroad, many workers suffer the consequences. The only way we can counteract this trend is for workers and unions to also cooperate globally so that worker's rights, wages, and benefits can be raised for all and end the incentive for businesses to move to the country with the cheapest labor. Maybe the Oaxacan teacher's strike can be the catalyst for such a global labor movement.

AN ANTI-WAR VOICE IN THE OFFICER CORPS

On June 22, 2006, following careful thought and deliberation, 1st Lieutenant Ehren K. Watada of the U.S. Army concluded that the Iraq war was illegal. Lt. Watada saw it as his duty to refuse his order to deploy, and became the first commissioned officer to publicly refuse deployment to the war and occupation in Iraq. He has not claimed conscientious objector status because he believes in his armed forces duty and is not against all wars. The LRCFT Executive Board passed a resolution in support of Lt. Watada's stand for his principles and ethics.

COMMUNITY COLLEGE BUDGET

The Governor's budget came out in January and it looks very good for community colleges. We want to thank Governor Schwarzenegger for his continued budgetary support of the community colleges. Our Prop 98 split with K-12 is 11.06%, which is the highest ever. Now, if only he would leave our pensions and unions alone. Of course, this is a preliminary proposal and there can be many changes, particularly when more current revenue projections are significantly lower than what the governor used to make the current budget proposal. We were disappointed that

some of the funds were not designated for improving part time office hours and part time medical coverage. Without such an earmark, some districts would not prioritize any money to improve part time working conditions. We also wanted money specified for more full-time faculty positions in order to improve the 75:25 ratio across the state. There are some districts that are below 60%, which severely limits participatory governance by faculty. It is very difficult to increase full-time hires above the full-time obligation number that have formula budgets like Los Rios. However, LRCFT and the district are committed to improving our full-time/part-time ratio, which is currently at 65.83%. In previous years, we seemed to be chasing growth and then switch to productivity, back and forth. It's like my waistline during the Christmas holidays—it gets bigger, and then afterwards, I try to reduce it before the summer, in a recurring cycle. I least I want to try, and I make the same resolution every year with the barely legible faded ink from that quill pen. Anyway, that yoyo dieting is not healthy for me, and the growth/productivity yoyo is not good for Los Rios. There is now a fortunate alignment of a good budget, enrollment growth, and an increase in productivity this year. Remember, savings from productivity improvement go back to the faculty bucket.

These conditions might allow us to make significant improvements in the full-time/part-time ratio in the near future. Thanks to all of you who have allowed this to happen.

THE GOVERNOR'S HEALTH CARE PLAN

Lastly, Governor Schwarzenegger proposed a new health care reform proposal. Unfortunately, it significantly shifts the burden of health care from businesses to the individual, is a windfall for the health insurance corporations, and sets the condition for many businesses to drop health coverage. Last year he vetoed a universal health care bill passed by the assembly and senate, and he previously vetoed nine legislative bills that would have allowed state agencies and individuals to purchase cheaper prescription drugs from Canada. The pharmaceutical and insurance companies are major supporters of the Governor. We hope that the Governor will work with many constituent groups for a sensible health care plan for all Californians. ■

"I THOUGHT I WAS A MEMBER"

Many faculty members may be unaware of their status as it pertains to membership in the LRCFT. Perhaps when they see a deduction for the LRCFT they automatically assume it means a membership dues deduction. That assumption led to disappointment for one faculty member who expressed a desire to be a candidate to serve on the Union's Executive Board. Since he was not a Union member as of last September, he was ineligible to serve.

You could easily find yourself in a similar situation. Currently there are 62 full-time faculty and 471 adjunct faculty District-wide who pay agency fees in the same amount as Union dues. This indicates to me that many of them may believe they are paying dues; otherwise they would have requested a reduction of 27.31% to their agency fee (note: there have been full-time faculty through the years who, although unwilling to be members of the LRCFT, feel a moral obligation to pay the full agency fee for all the work that the Union does). Please check your payroll warrant stub. Under the heading, "After-tax Deductions," you should see "LRCFT Dues." That will indicate you are a member. If you see "LRCFT Agency," and you are paying \$123.84 (annual full dues amount over a nine-month period), you are an agency fee payer. Please contact the LRCFT office at 448-2452 and request a

membership application. If you are paying that amount and your intention is to not be a member of LRCFT, then perhaps you have overlooked the annual agency fee advisory letter sent at the end of August of each year. Look for it next year and follow the instructions to request a rebate. ■

DISTRICT PAY ROLL STUB

		5,814.80	920.50	50,309.85	Total:	
ONS		AFTER-TAX DEDUCTIONS			EMPI	
Current	YTD	Description	Current	YTD	FYTD	Description
374.63	1,374.72	Life Insurance	17.42	69.68		Pacificare
100.00	800.00	Summer Pay	726.85		1,453.70	Delta
465.18	4,024.75	LRCFT Dues	111.46	693.06		STRS
939.81	6,199.51	Total:	855.73	762.74	1,453.70	*Taxable
FED TAXABLE GROSS		TOTAL TAXES		TOTAL DEDUCTIONS		
5,227.99		1,008.06		1,795.54		
46,933.41		8,742.89		8,415.42		
SICK HOURS	YTD	RETIREMENT FYTD		NET P		
Start Balance:	822.0			Advice		
+ Earned:	16.0	PERS	0.00			
- Taken:	12.5	STRS	930.36			

CHIEF NEGOTIATOR'S REPORT

By Dennis Smith



The LRCFT and LRCCD negotiating teams have reached tentative agreement on two extremely important issues. One agreement will likely have a long-lasting effect toward improvement of student success and the other will definitely affect the quality of life for a majority of the current and future LRCCD retirees. At the same time, the teams continue to struggle to find common ground and agreement on some other issues that we have been working on for years. This article will focus first on the two positive issues and conclude by reminding the readers of those issues that remain in process.

MODIFIED COUNSELING FACULTY WORK YEAR

In the interest of improved student success, the negotiating teams have agreed to a modification of the work year, work day, and total annual compensated hours for full-time counseling faculty. The work year will be modified to increase the total amount of student contact hours and to more closely mirror the compressed academic calendar being implemented in the fall 2007 semester. Under the proposal, the full-time counseling faculty will continue to schedule their work days throughout the entire year but the total days will be reduced to 174 from the current 185, while adding ten compensated student contact hours to the annual total hours. Colleagues in other districts that have already made the move to a compressed academic calendar have advised that we are wise to modify the counseling faculty work year change at the same time as we modify the academic calendar, rather than do it later.

As a result of the change, Los Rios students will have greater access to the counseling services that research shows to be so critical to college success. The increased access will come from as many as 32 additional hours of student contact per full-time counselor per year. Ten of the additional hours are the result of increasing the counseling faculty workday by 30 minutes. Where the current contract is 185 days at 7 hours per day, which totals 1,295 annual hours, the proposed plan of 174 days at 7.5 hours per day will produce 1,305 total hours. Part-time counseling faculty could also see a proportionate increase in their total annual hours. So, one might ask, "Where do the other 22 hours of student contact time per full-time counseling faculty per year come from?"

The answer is not necessarily a good one. It will come from a loss of professional development time for counseling faculty. The current contract provides for 10 hours of professional development time in a 5 day

work week. Counseling faculty will continue to have those 10 hours per week but reducing the number of days by 11 translates into 2.2 fewer weeks which translates into 22 hours of professional development time being converted into student contact time as currently defined in the contract. Those who do not know what constitutes professional development time for counseling faculty are referred to the Standards of Practice for Counseling Programs (available at www.academicssenate.cc.ca.us/Publications/Papers/Standards_counseling_programs.html) published by the Academic Senate for California Community Colleges. Professional development activities include, but are not limited to, participation in college governance and the Academic Senate, interaction with discipline faculty, research of transfer and career options, outreach to high school and other students, and post-counseling appointment write-up time.

As was mentioned earlier in this article, the two teams have agreed to the work year modifications described and a memorandum of understanding (MOU) was signed by the leadership of both teams. Contained in the MOU is an "escape clause" provision that would allow either party to rescind the agreement and return to the current contract language for "measures indicating an impact on student services." Using a holistic view of the benefit of student service from counseling faculty, the LRCFT team believes that the conversion of 22 hours of professional development time into student contact time is an example where the cost and the benefit of this proposal must be watched closely.

ENHANCED POST-RETIREMENT HEALTH CARE

At a time when retiree health care options are being reduced or eliminated by public sector employers throughout California, the LRCFT and the LRCCD negotiating teams have agreed to propose an increase

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CHIEF
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of nearly \$7.4 million for post-retirement health care benefits if adopted by all employee groups. This proposed increase would benefit all of the employee groups and is still being negotiated by the administration with some of the classified staff bargaining units. However, it is the direct consequence of action taken by the LRCFT and LRCCD negotiating teams.

In the fall of 2004 and prior to negotiating the current contract, we asked the faculty for their negotiations priorities. The number one faculty priority (80%) was to improve the existing post-retirement health-care. In an employee satisfaction survey conducted by the LRCCD, a similar message emerged. As part of the 2005-2008 contract negotiations, the LRCFT and LRCCD agreed to form a group to “examine issues related to health care for eligible retirees.” Because all employees who are eligible for retiree health care have an interest in this issue and currently have the same post-employment health care benefit, the LRCFT agreed to have representatives from all employee groups participate in the dialog. This proposal is a direct result of that group’s work and has been recommended to each of the bargaining units.

The individual outcome of this proposal would be an increase to the contribution for post-retirement healthcare by \$15 per month or \$180 annually for all current and future eligible retirees. Astoundingly, the total cost of this proposal if paid for today is estimated to be \$7,379,279 for all eligible current and former employees. The source of funding for the proposal is complicated, but more than fair to most of the current employees. For those new to the District, the employee bargaining units all share a common and long-standing agreement to a formula for sharing the majority of all increased annual revenues coming to the LRCCD with 80% of those new revenues coming into the employee compensation “bucket” and 20% going into “PDF” or Program Development Funds. A portion of the funding for the retiree health benefit increase is proposed to come from one-time-only funds (\$2,431,607) that could be added to the employee salary “bucket” in 2006-2007 with the remainder (\$4,947,672) coming from a combination of one-time-only and continuing Program Development Funds.

As a reminder, the California Community College System budget for 2006-2007 contains a \$100 million one-time-only block grant for discretionary purposes of which \$4,372,768 would come to the Los Rios CCD. This is new money and is negotiable (but not guaranteed) according to our contract. Assuming we negotiated the traditional 80/20 split, approximately \$3,498,214 would be available to all CB units as part of the one-time-only retro distribution next year. Assuming that agreement is reached to increase the contribution to post-retirement healthcare, the one-time-

only portion of the retro would be reduced by the \$2,431,607 mentioned above. The LRCFT’s proportionate share of the cost is \$1,566,864 or about 1.57% of salary earned in 2006-2007. Without regard for the effect of income tax and for the time value of money paid now for a benefit to be received in the future, an eligible faculty member earning \$70,000 in 2006-2007, would recover the cost of this increased benefit in less than six years after retiring. In this scenario, the individual would forego \$1,100 now in order to receive \$180 per year for life once they retired.

In the interest of full disclosure, if this proposal is adopted, some folks will not receive any benefit from this proposal. This would include those who have fully paid post-retirement health care coverage from some other source and those who are not eligible for post-retirement health care contributions. The latter group includes all adjunct faculty and full-time faculty who leave the LRCCD prior to the 15-year vesting period. Still, the LRCFT negotiating team and Executive Board unanimously support this proposal for those current and future retirees who are eligible to receive the benefit. In the past six years the out-of-pocket cost for the lowest health care premium for retirees who are also covered by Medicare has gone from \$0 to \$144.36 per month. Some of our senior emeriti faculty colleagues are forced to choose between paying for medicine, utilities, or food. This \$15 proposed monthly increase in the retiree health care benefit is the right thing to do for them and maybe someday for you.

STICKY ISSUES WE ARE STRUGGLING TO RESOLVE

Finding a balance between student rights and faculty rights when student complaints or discrimination charges are filed might seem to be an easy task. It isn’t in Los Rios. In the interest of full disclosure, the LRCCD Human Resources reports that there have been no issues to their knowledge or faculty grievances filed in this area in the past five plus years. Though inconsistently applied among the colleges, there are existing LRCCD Policies and Regulations protecting the due process and confidentiality rights of students during student grievance or discrimination investigations. However, no such rights exist in policy, regulation, or contract for faculty. In 2002-2003, the Senate/Union Joint Issues Committee conducted a study of the issue and made several recommendations, including that the LRCFT pursue both contract and regulatory language to protect the interests of a faculty member under investigation. Though the LRCFT and the LRCCD teams have spent a great deal of time on this issue for nearly four years, absolutely no progress has been made. If a faculty member somehow determines that he/she is the subject of an investigation resulting from a student complaint or discrimination charge, please be [cont. on page 7]

WHY I JOINED THE UNION

As part-time faculty, I was really disturbed when I had earned 1.998 FTE and was denied a step increase, because 2 FTE were needed. I had taught 30 units, six 5 unit classes which are calculated at .333 FTE each. In reality, 5 units is 1/3 FTE, which is slightly more than .333 FTE. But, the people at the district office didn't compute it this way, so, I did not get my step increase. Suddenly, I understood the purpose of the union and the benefit that I would receive. Immediately, I joined. Since I was a part-time instructor, I did not pursue my loss in pay because I wanted a full-time position. However, when I was full-time, I took a reduced load one semester. The district told me I would have to wait a whole academic year to get my step increase. I argued that it was not stated that way in the contract, and went to the union with my grievance. After a little differing of opinions between the district and the union, I received my step increase! Yea!!!



Virginia May
Professor of Mathematics
SCC

I joined the LRCFT because I feel that both as a member of the Los Rios community, and a minority in today's ever changing society, people need to get more involved and more committed to bettering the qualities of lives and working conditions of themselves and people around them. I wanted to learn what I could do, what I had to offer. I believe that decisions made concerning the health, welfare, and security of all LRCCD members and students have largely been with the best intentions, but have sometimes fallen short of accomplishing positive outcomes for all. This is often because there aren't enough diverse people on these boards and committees that can articulate an issue that particular groups of people or students face. I feel that my involvement in LRCFT will help me learn how to put the best articulated ideas of high quality instruction for all students into practice, exhibiting a work ethic that will be supported and nurturing of these ideas. Institutional representation at all levels is very important to me. Furthermore, ethnic solidarity for all students and members is something that is of utmost importance to me.

Nyenbeku C. George
Adjunct Professor of Sociology
CRC

There was never a question in my mind as to whether I would join the union or not. I came to Sacramento City College a strong unionist already, having always been in the union wherever I have worked.

The union protects our basic interests as workers. We must never kid ourselves that our colleges are not also businesses, and our administrations often have corporate mentalities. For college faculty, the union allows us to concentrate on what matters most to us—the student-teacher relationship and our classroom work.

As an English instructor with a very heavy paper load, I'm currently looking to my union to help with our workload problems. It's through the union that inequities and oversights can be solved.



Travis Silcox
Professor of English
SCC

As a boy, I read Charles Dickens' "David Copperfield" and "Hard Times", and I was both impressed and terrified at the vividness of the descriptions of sweatshop labor conditions and gross disparity in the distribution of wealth. I, like almost everyone else in America, had the idea rammed down my throat that "if one works hard, one will be successful", and the implication is, then, that if one is not successful one has simply not worked hard enough. I knew that was false – even as a boy – because both my parents labored full-time, and we had very little to share as a family of five. At seventeen, I joined the Musician's Union, and have been proud to have been a member of the labor struggle as a union man for more than 45 years. I belong to LRCFT and also to our Faculty Association. I believe that we are all comrades in a struggle to make certain that labor is credited with its contribution to the success of this society. It is unconscionable to me to ignore the sacrifices that earlier unionists have made on our behalf, and I try not to miss opportunities to support my brothers and sisters when they stand firm for their rights.

Jim Snoke
Professor of Anthropology/CIS
ARC

One of the more pleasant discoveries I made when I arrived to work in the district is that we have an active, functional and strong faculty union. Further, the interaction among officers and members is open and collegial. I am most pleased to see that union officers respect the members and the faculty in general, members or not, to include us in the decision making process, seeking our advice and consent in all matters pertaining to our working conditions. I immediately joined and have had no regrets about doing so. I have belonged to other unions in the past, but none have matched the level of productivity and professionalism of LRCFT.



Kakwasi Somadhi
Tutorial Coordinator
SCC

photo-
coming!

There are certain institutions and rights in this country that many of us take for granted on a day-to-day basis. Free education, fair housing, equal wages, the right to vote and the formation of unions are but a few of the privileges so many risked their lives to obtain for the rest of us. Their stories and struggles are often forgotten. The existence of our union assures me that a collective group of people is constantly watching my back as I go about doing my job. I cannot claim that I am aware of every fire that they have managed to put out before it singed me, but I am grateful when I learn of their consistent tireless efforts when it comes to negotiations and bargaining. I feel lucky to be a part of a union that is strong and well respected.

Traci L. Gourdine
Professor of English
American River College

I joined the LRCFT because I believe in the role that the union plays in representing faculty interests in a large, complex and resource-challenged organization. Los Rios is the best community college district in the state, and one of the best in the nation. This is due, in no small part, to the assertive, interest-based advocacy of our faculty union. LRCFT makes sure that the faculty remains the primary authority on all academic and professional matters. The union's importance in assuring that the District remains focused on its educational mission—and on those who are primarily responsible for that mission—cannot be underestimated.



C. Howell Ellerman
Professor of Business
FLC

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CHIEF NEGOTIATOR

[cont. from page 5]

advised that the best course of action would be to contact your LRCFT College President or Representative immediately.

Determining what constitutes probable cause for electronic snooping, the search of a faculty member's office and/or the seizure of computer equipment would also seem to be a straightforward issue. Again, it isn't in Los Rios. In March of 1997, the LRCCD adopted what were described as "temporary" Policies and Regulations for computer use including Policy 7850, which makes it clear that computers are, "...subject to monitoring at any time with or without notice, at management's sole discretion" and that the District cannot, "...guarantee the privacy of user data." Since that time, the LRCFT has sought to get those "temporary" Policies and Regulations modified and to negotiate contract language clarifying inappropriate use, just cause for investigations, and expectations of privacy for electronic files. Unlike the issue of faculty having no written confidentiality, notification, or due process rights during student grievance and discrimination investigations, the faculty may actually be losing ground with regard to any expectation of privacy, just cause, or due process rights with regard to computer use. If a few past cases are any indication, a faculty member will most likely never even know

that their computer use is suspected of being "inappropriate" and is being investigated, until their equipment has been searched, seized and, if deemed necessary, they are being disciplined.

Until and if we can negotiate clarity with regard to knowing what is and is not appropriate computer use; what constitutes just cause for an administrative investigation; or what the expectations of privacy are, faculty may be at risk. The LRCFT recommendation is to be wary and keep all computer files on your personal external flash drive or hard drive that you take home with you each time you leave the office. Be careful about what you post to the Internet from anywhere and if you visit the Internet from your office computer, regularly use the Internet options tool to delete all browsing history.

The LRCFT's obsession about privacy, just cause, and due process in the area of computer use seems to be exceeded only by the fear of our counterparts that individuals could be engaging in unspeakable behaviors that justify the need for unfettered surveillance and policing by administrators. Clearly, we've moved out of an interest-based approach to negotiating these two issues, because our primary interests seem so diametrically opposed. ■

GRIEVANCES

By Robert Perrone



DON'T TAKE IT PERSONALLY

Now that some time has passed since the grievance below was settled, I feel more comfortable writing about it. The possibility of reopening wounds has diminished. It continues to surprise me that some people become upset when the Union represents a faculty member who has received a less than satisfactory evaluation. These folks see that as a personal attack on their integrity. It continues, even as I write this column. But, I digress.

After two and a half years, seven days of hearings, thousands of pages of testimony, closing briefs, reply briefs and legal expenses that approached \$150,000, a grievance filed in January 2004 was finally put to rest when the grievant picked up his back pay check from the District office on May 23 of last year.

ORIGINS OF THE DISPUTE

The case stems from a tenure track faculty peer review team's (PRT) recommendation that the former faculty member (I'll explain that "former" soon) not be granted tenure. The Union filed a grievance when that recommendation was supported at each succeeding level. The grievance alleged that the decision to deny the faculty member tenure was "to a reasonable person unreasonable" and violated, misinterpreted or misapplied the procedures governing the evaluation of tenure track faculty. This language closely mirrors the language of the California Education Code.

ISSUE: IS IT NECESSARY TO DEPART FROM THE TRADITIONAL LECTURE FORMAT TO BE EFFECTIVE?

In a 92-page closing brief, the Union argued that, contrary to the conclusion reached by the PRT, "extensive evidence...establishes that numerous students, faculty and administrators viewed [grievant] as an effective community college teacher." The Union also sought to undermine the assertion of at least some members of the PRT that in order to be an effective community college teacher, faculty must depart regularly from the traditional lecture format for classroom teaching.

As a prelude to its argument that one can teach effectively in the traditional lecture format, the Union pointed out that the course outline designated "lecture-demonstration" as the method of instruction for those courses taught by the grievant. To support its argument, an experienced CIS faculty member testified for the Union that lecture-demonstration was entirely appropriate for those courses. "I don't recall

that we ever asked a teacher to use a different method," the witness stated. Additional facts revealed, moreover, that the rooms assigned to the grievant (a CIS instructor) for many of his courses lacked computers at student desks, thus making it impossible for students to participate actively in the computer manipulation being taught.

ISSUE: WHAT IS THE MEANING OF "STUDENTS/CLIENTELE WITH SPECIAL NEEDS AND/OR DIFFERENT LEARNING STYLES"?

Another point of contention was the PRT's rating of the grievant as unsatisfactory in the area of "adjusts methodologies for students/clientele with special needs and/or different learning styles." No evidence of any kind was presented by the administration's attorney that any students enrolled in the grievant's courses had "special needs" or that different "learning styles" required departures from the teaching methods that the grievant, based on his experiences, knew to be effective. The PRT made no effort to examine the composition of his classes viz "special needs" students nor did the evidence suggest that faculty members generally were and are expected to undertake such an inquiry at the beginning of the semester or any other time.

ISSUE: ALIGNING CONCLUSIONS WITH EVIDENCE

Even the testimony of the PRT members themselves concerning the grievant's alleged shortcomings left one wondering what all the fuss was about. For the final year in which the PRT concluded that the grievant's classroom skills warranted a "needs improvement" rating, the administrator and a faculty member of the PRT acknowledged that nothing in their classroom observation notes warranted that rating. The other faculty member of the PRT repeatedly squirmed and evaded direct answers to questions and

was unable to testify about any of his classroom observations other than what appeared in his sketchy or meager notes. With rare exceptions, none of the PRT members could remember what anybody, including each witness himself, said to the grievant at team meetings.

The Union noted in its brief that while the PRT was regularly, year after year, claiming that the grievant was an ineffective teacher, there was absolutely no noticeable factual basis for that belief. Significantly, the PRT never cited student rating data from student questionnaires in its own commentaries, thus acknowledging implicitly that there was no information from that source that would have supported the less than satisfactory rating given by the PRT.

ISSUE: USING IMPROPER CRITERIA TO EVALUATE

Other issues that came out in the hearings included the PRT using improper subjects of criticism in the evaluations, such as their criticism that the grievant did not properly “market” his classes. Marketing a course is clearly not the responsibility of the faculty member—the District employs other people for that work—and it is not a standard identified in the contract for evaluation purposes.

DISTRICT RAISES PROCEDURAL ISSUES

From the outset of the hearing it became obvious that if the Union were to prevail in the arbitration, the District was intent on ignoring the arbitrator’s decision, suggesting that the District would view any decision of the arbitrator as advisory, rather than binding, a view that, the Union argued, is not consistent with the Education Code.

The District also questioned whether the arbitrator had the authority to require that the grievant be re-employed for an additional probationary year, which, as the Union’s attorney argued, was clearly supported by the plain language of the Ed Code.

The District raised the issue of whether the grievant or Union had waived the right to challenge the tenure denial recommendation by having failed to grieve those same violations earlier in the tenure review process.

THE ARBITRATOR’S OPINION AND REWARD

PROCEDURAL ISSUES:

On the procedural issue of whether the arbitrator’s decision is advisory, the arbitrator wrote, “That contention is inconsistent with both the Education Code and the parties CBA [contract].”

On the issue of whether the arbitrator has the author-

ity to require the re-employment of the grievant for an additional probationary year, the arbitrator wrote, “The plain language of the Education Code, Section 87610.1, states that the arbitrator’s order, ‘may include, but need not be limited to...re-employment in a probationary position, and reconsideration.’”

On the issue of whether the grievant or the Union had waived the right to challenge previous less than satisfactory evaluations, the arbitrator wrote, “This argument is not supported by the statutory language, and is contrary to the well-established series of arbitration decisions holding that a worker need not file a grievance until adversely affected by an employer’s decision. California law similarly holds that the time for filing a claim, in an employment dispute, begins to run when the adverse action has occurred.”

SUBSTANTIVE ISSUES:

“The evidence presented is more than sufficient to establish that: 1) the District’s decision to deny Grievant permanent status would appear to be ‘unreasonable to a reasonable person,’ and 2) that decision violated and misapplied several sections of the parties’ CBA, with these violations leading to or contributing to an adverse decision.” Furthermore, the arbitrator concluded, “...the evidence shows that the [PRT’s] decision, including concurrence of the reviewing administrator...was unreasonable and constitutes prejudicial procedural error. Therefore, the grievance is sustained.”

POST ARBITRATION MANEUVERING

The District followed through with its challenge to the arbitrator’s authority by choosing to ignore the arbitrator’s decision and his findings of fact. There was a very clear possibility that this case would end up in Superior Court, where both sides would be tied down for years before a final resolution. Each side struggled with the arbitrator’s remedy that the PRT reconsider its decision in light of the arbitrator’s findings of fact. Almost four months after the arbitrator had issued his decision, the two sides agreed on a resolution that satisfied all parties involved, including the grievant. Reasoning that a refusal to accept the District’s offer would mean a prolonged legal battle that could not result in anything better than an additional year or years of probationary status, in which there was no guarantee that the PRT would come to a different conclusion, the Union and grievant chose to accept the District’s offer of a cash settlement. That settlement also included the requirement that the grievant submit his resignation.

LESSONS LEARNED

Both parties to this dispute maintained that the “clear language” of the contract

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LEGISLATIVE PROCESS:

STEPS FOR A BILL TO BECOME A LAW

By Chuck Van Patten, LRCFT LEGISLATIVE LIASION

You may have noticed that the LRCFT has begun to play a larger role in the legislative process over the past several years. Our proximity to the statehouse and the fact that Los Rios is the second largest community college district in the state made this evolution inevitable. Traditionally, LRCFT primarily negotiated the contract and participated in the dispute resolution and grievance processes; in effect, we left the legislative arena to state organizations such as CFT and FACCC. In recent years, LRCFT leaders such as Dennis Smith and Dean Murakami have taken the statewide positions of FACCC President and CFT's Community College Council Vice President respectively.

The result of their excellent leadership has been a greater LRCFT influence in the statewide legislative and initiative processes. For example, Dennis Smith, as FACCC President, co-filed the community college initiative and worked tirelessly to get it qualified for the 2008 ballot. Dean Murakami coordinated all of the CCC-CFT locals statewide in the effort to qualify the initiative. This LRCFT participation in the legislative arena has been good both for Los Rios and for the state community college system. Hence, we believe that our LRCFT local should continue to participate in this important area. Consequently, it is natural to ask this question. How does a submitted assembly or senate bill become law? Here is the process:

1 – The deadline for an assembly or senate member to submit a bill is usually around Washington's Birthday. This year the deadline is February 23rd. When submitted it must be stipulated that the bill is a one-year or two-year bill. If the bill is a one-year bill and it does not get through the whole process to reach the governor's desk before the session ends, the bill must go back to the Rules Committee and get designated as a two-year bill (so the bill can continue the process). The Legislative Analyst Office (LAO) evaluates the bill to determine its consistency with other laws, its constitutionality, budgetary impact, etc.

2 – The bill goes to the Rules Committee of the house or chamber it originates from. The Rules Committee determines what policy committee the bill should be sent to (e.g. Education Committee, assembly Higher Ed. Committee, etc.). Once it is in the designated policy committee, the committee members study the bill. Hearings can be scheduled with testimony before the policy committee. LRCFT leaders have occasionally testified before committees. The committee decides if the bill should move on to the chamber's Appropria-



tions Committee or be placed in the suspense file. If the bill goes into suspense, the member must go back to the Rules Committee to get it out and revived back into the process.

3 – If a bill has a budgetary impact of over \$150,000, it must then pass through the Appropriations Committee of the chamber the bill originates from. Again, the committee studies the bill and can hold hearings. The committee either suspends, amends or moves the bill to the next step. If the bill is amended, it must go back to the policy committee from whence it came (in Step 2). The policy committee can agree to the amendments or put the bill in suspense (where it would need to go to the Rules Committee again to be revived).

4 – Assuming the bill has passed through both the Rules Committee designated policy committee and the Appropriations Committee of the chamber the bill originates in, the bill then goes to the originating chamber for a vote. The bill is schedule by the chair of the chamber (either the Assembly Speaker or Senate President) for three readings and the chamber's vote occurs at the third reading. A simple majority is necessary for a bill to be passed by the chamber. The exception to this majority requirement for bills is in the case of the annual budget bill that is usually passed in early July. For the budget bill there must be a two-thirds majority for the bill to be passed.

5 – Assuming the bill is passed by the house or chamber it originates in, the bill then goes to the other chamber. In the other chamber, the whole process as described in Steps 1 – 4 above is repeated.

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and the California Education Code supported their positions, be it on the issue of whether the arbitrator's ruling was binding; whether the arbitrator had the authority to require a specific remedy; or whether the Board of Trustees was required to accept the arbitrator's findings of fact. When two sides disagree on the meaning of language in the contract to such an extent, it's time to go back to the table and make things clearer.

Part of the problem, in my humble opinion, stems from the District's reluctance to accept the well-established practice of binding arbitration. I know, there is a binding arbitration clause in the contract, but it is virtually toothless, applying, as it does, only to those disputes that involve sums of \$5,000 or less. Such a restriction is virtually unheard of in those California community college districts that have binding arbitration clauses in their collective bargaining agreements. The District's reluctance to agree to a real binding arbitration process, where virtually any dispute may be submitted to a neutral third party whose decision is final and binding on both parties, is perceived by this writer as a fundamental lack of trust on the part of the administration. The District's view that binding arbitration should only be used in cases where the monetary impact is five thousand dollars or less is particularly puzzling, given that many, if not most

community college districts in the state have agreed to the process with no such restrictions.

Both parties must commit resources for training faculty to improve their ability to review their peers. Throughout the hearing it became painfully obvious that the PRT members, faculty and administrators (there was more than one administrator over the course of the four years), were incapable of translating what they saw in the classroom to an objective written performance review; to understand the requirements of the contractual peer review process; to present clear and concise direction to the faculty member under review through recommendations; and, specifically for the faculty members of the PRT, an inability or unwillingness to assert themselves to the administrator, who is just another member of the PRT, whose opinions and judgments hold no more weight than any other member of the PRT.

Speaking for the LRCFT, we saw concretely the value of affiliation with the American Federation of Teachers and our state affiliate, the California Federation of Teachers. Both organizations contributed one-third the cost of this arbitration. The organizations' Legal Defense Fund helps defray the costs of these legal processes, without which assistance smaller locals would be bankrupt. ■

FOR YVONNE MALLER

By Robert Perrone

I really didn't know her that well. In my more than sixteen years in Los Rios, I saw her, maybe, two or three times a year. We would say hello, trade pleasantries, she would ask me how things were going with the Union and that was it until the next time. But even from these short, informal interactions, I somehow knew, intuitively, that I had been in the company of a gentle, kind and loving person.

A few weeks ago, I was having lunch with two retired SCC faculty. One of them told me that Yvonne was sick. I sent her an e-mail the next day, wishing her well and telling her that I would think good thoughts for her. She responded by thanking me. On January 28 she passed away.

The world sometimes seems like such a violent, hate-filled place. In such a world, Yvonne Maller was surely a breath of fresh air. And, just as surely, we are all diminished by her passing. The world can ill-afford to lose people like her.

I will continue to think good thoughts for her. ■

AUDITOR'S REPORT

LRCFT receives clean fiscal bill of health

As in every year for more than a decade, the annual independent auditor's report performed most recently by the CPA firm Hood & Strong has determined that, "In our opinion, the financial statements...present fairly, in all material respects, the financial position of the Los Rios College Federation of Teachers, Local 2279 as of June 30, 2006 and 2005 and the changes in its net assets and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America." For the uninitiated (this writer included), that is accountant-speak for "You've done a good job." Thanks goes to LRCFT's Treasurer, Donna Nacey, for keeping us on the straight and narrow, fiscally speaking. ■

ONE MEMBER DIFFERENCE

By Robert Perrone

Sometimes, one person can make a difference. For those who may not have heard, the restriction on jury duty pay, formerly capped at six hours for overload and adjunct faculty, has been lifted. We owe that to the persistence of one faculty member.

He began his drive innocently enough when he called the Union office to ask if it were true that he would not be paid for all of the overload portion of his workload after having served several days of jury duty. "Yes," I told him, "it's true, we had negotiated an improvement in 2002 that for the first time paid overload and adjunct faculty up to six hours of jury duty leave. Since then, we have included jury duty pay as part of the summer schedule. There have been no further improvements"

My experience with him has been that he rarely takes "no" for an answer. He asks difficult questions, such as, "Why would the District and Union want to discourage people from serving on jury duty?" Good question, but, embarrassingly, I could only give him the old reliable response, "That's the best we could negotiate." When the conversation ended, I knew I had not heard the last of him.

Sure enough, no more than a few days had passed when he called back and recited a section of the California Education Code (87036) that states, in part: "It is unlawful for the governing board...of any community college district to adopt or maintain any rule, regulation, or policy which has as its purpose or effect a tendency to encourage employees to seek exemption from jury duty...."

When I shared this with District representatives, who, in turn, shared it with their legal counsel, they agreed to make the change.

Thanks to one persistent faculty member, the restrictions on receiving pay for jury duty have been lifted. Who will be next to make a difference? ■

6 – Assuming the bill passes in the second chamber, the bill then goes to the governor who has the option of either signing the bill into law or vetoing the bill.

So there you have it. That's the process. Periodically you will get communication updates on the legislative status of bills that effect us. ■

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ONE MEMBER DIFFERENCE

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