UNITED FACULTY OF EVERGREEN COMMUNIQUÉ EXTRA EDITION

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Coordinating Committee:

Chair: Laurie Meeker Vice-Chair: open position Treasurer: Rebecca Sunderman Communications: Ruth Hayes Steward Coordinator: Sarah Ryan At-Large Representatives: Tony Zaragoza open position

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Another "ism" – Unilateralism

The UFE Coordinating Committee feels it important to report to the membership that UFE has suspended our participation in labor-management meetings.

Administrators at the last labormanagement meeting refused to recognize the union's status as legal equals and unilaterally interpreted the contract provision that says, "Time spent by UFE members working with the College to negotiate and administer this Agreement will be considered governance service." (24.8) They decided that stewards' work was not provided for by this language, even though much of the stewards' work involves contract interpretation and implementation.

Recently, there have been a number of instances when administrators and deans. in communicating with faculty about a variety of issues, have cited the Collective Bargaining Agreement (CBA) to support some rule or requirement. Often, their interpretations are not guite what the union and administration agreed to when the CBA was bargained. Both they and the union have the responsibility for working with the CBA. When a question arises about what the language means, deans and administrators are not supposed to make a one-sided determination and try to impose it – they are supposed to work with the union to clarify the language. The CBA preamble includes language that indicates the administration is to create "an administrative culture that mirrors the College's pedagogy (interdisciplinary,

collaborative learning environments)" – it's not supposed to provide the text for one-sided edicts.

Always contact a union steward or officer if you have a question about how the CBA is being interpreted. We have worked, and will continue to work to clarify what the bargainers meant to agree to, so don't accept a one-sided interpretation without contacting the union.

Finally, if a dean or administrator requests a meeting with you and you feel there might be consequences or sanctions possible, contact a steward. The United Faculty of Evergreen will make sure that someone will accompany you to the meeting. Article 20 of the CBA gives faculty the right to union representation in these meetings. Our intention is to preserve an atmosphere of collaboration, not intimidation.

Though Labor/Management meetings are suspended at this time, we will continue working hard to implement the CBA in a collaborative manner, in the best of our Evergreen traditions. Stewards are meeting regularly with faculty to talk about working conditions, conversion issues, curriculum planning, etc. Collectively, the UFE will continue to defend and uphold the principles that are represented by the CBA – a document we see as a set of mutual agreements, with living articles that support our work life at the college.

UFE Plan of Action

1. Support the UFE suspension of our participation in UFE-Management meetings until the administration acknowledges our full equality as legal equals in interpreting and implementing the Collective Bargaining Agreement.

2. Support UFE stewards as key implementers of the CBA. Address any questions or ideas you have about working conditions to your stewards.

3. Support a return to collaborative curriculum planning, especially with regard to expectations in staffing the first year curriculum. Contact stewards with questions about administrative emails and write back to your PUC to clarify your teaching plans.

4. Edicts are counterproductive. If you are asked to do something you feel is counter to the collaborative curriculum planning process or are asked to attend a meeting with a dean that you feel could result in sanctions or discipline, contact a UFE steward and request union representation at the meeting.

UFE Statement on Curriculum Planning & "Expectations"

As a faculty union, we are legal and equal partners in implementing the current collective bargaining agreement. We affirm the rights of faculty to plan curriculum in collaboration with colleagues, planning units, and deans and are concerned about faculty feeling pressured or harassed by the administration in this round of curriculum planning. If concerns come up for you, please contact your union steward or coordinating council member. The UFE stewards are our lead facilitators in working with faculty to understand the principles and agreements represented in the contract.

In particular, we would like to address our shared commitment as a faculty to teaching students at varying points in their educational development. This was a core value from the Faculty Handbook and captured in the Collective Bargaining Agreement, with a new emphasis on individual faculty and their teaching history rather than collective groups (i.e., Planning Units.) During negotiations, this article came about in order to encourage greater parity in sharing responsibility for teaching first-year or lower-division students, a task some faculty have allowed to fall particularly on the shoulders of newer and contingent faculty. The new emphasis on expectations of *individual* faculty did not mean that the collaborative process of curriculum planning should be abandoned. On the contrary, we expected faculty would use the processes they have used in the past, including curriculum planning units, to develop curriculum that meets the needs of students at all levels.

To be clear, the language of the CBA reads:

6.4.2 Teaching Students at Varying Points in Their Educational Development.

Regular faculty members teaching in the undergraduate curriculum are expected to divide their teaching between beginning and more advanced students. In a given four (4)-year teaching cycle, faculty are expected to teach in at least the equivalent of one (1) year-long program designed primarily for first-year students, or two (2) year-long programs designed primarily for lower division students, or three (3) year-long programs designed as all-level.

As an "expectation," we understand that each faculty member should seek ways to distribute her or his teaching responsibilities in one of the ways indicated. If there is some reason, in the short run, for postponing when the expectation will be met, then the faculty member should negotiate this with the planning units and curriculum deans. Such flexibility is allowed by the CBA, but the understanding is that such negotiations will be done with a good will and aimed only at finding ways to meet this expectation in the longer run, given immediate circumstances. To reiterate, the overall goal is that each faculty take responsibility for sharing our workload fairly among all members of the faculty. Section 6.4.2 of the CBA arose from an understanding that everyone on the faculty should develop the competence to teach first-year and lower-division students and prepare these students for more advanced work.

As for deadlines and timelines regarding curriculum planning, the contract is silent. We expected that deadlines for catalogue copy would remain relatively the same and are not sure why some faculty have been asked to submit teaching plans for academic year 11-12 to curriculum deans by Dec. 15th, 2009. As for planning timelines, the first year of the contract was 08-09 and we did curriculum planning under the new contract for 10-11. Thus, the four-year cycle with this new emphasis on individual faculty responsibility starts with 10-11 and runs through 13-14, so faculty should be planning to meet the expectation to offer curriculum for first-year students at some point within this time frame. Again, if you are concerned about any communications you've received or meetings you've been asked to attend, please contact your union.

About United Faculty of Evergreen

The purpose of the United Faculty of Evergreen is to represent all eligible faculty members in bargaining, grievances, and in all matters relating to terms and conditions of employment with The Evergreen State College, to protect and enhance Evergreen's unique traditions that have earned it prominence among the nation's public colleges and liberal arts colleges, to encourage mutual understanding and cooperation among union members, to engage in legislative, political, civic, welfare and other actions which further the interests of the membership, public education and the labor movement; and to bring about a world where justice and equality are a reality, not just empty words.

The UFE is affiliated with:

United Faculty of Washington State, The Washington Education Association The National Education Association The American Federation of Teachers, AFT Washington, The American Federation of Labor/Congress of Industrial Organizations and The Washington State Labor Council