



The Advocate

YOUR OPINION COUNTS!

In the next few weeks, AFT-Lone Star will be conducting surveys regarding the important topics of compensation and leadership skills.

We encourage you to watch for announcements and participate. We want to hear your ideas.

Chancellor Retires

On February 7, Chancellor Carpenter announced his retirement from LSCS. Dr. Carpenter began his tenure with the system in August 2007. Since then, LSCS has experienced many major changes. In November 2007, North Harris Montgomery Community College District was renamed Lone Star College. The system has grown by 30,000 credit students, and added University Park College and a second University Center. LSCS has also added more than 2 million square feet of academic space, expanded specialized training for employees of corporate customers with LSCS Corporate College, and expanded into Jakarta Indonesia. The AFT wishes Dr. Carpenter all the best as he begins a new chapter in his life. We look forward to working with new leadership this next year.



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The First Amendment

Curiously, this amendment beloved by patriotic Americans has difficulty thriving at LSC. Readers may recall that on November 9, 2012, the AFT sponsored a session on Civil Rights in the Workplace taught by Joe Bontke, Outreach Manager for the EEOC's Houston office. On short notice, administrators at LSCS-NH blocked the presentation, a surprising response that made news in the *Houston Chronicle*. Regrettably, arbitrary limitation of speech is not a new problem at LSCS. I encourage readers to review "Free Speech in the Lone Star College System" in the January/February 2012 issue of *The Advocate* (available online at www.aftlonestar.org under "News").

The AFT recently experienced a new challenge to the First Amendment. Shortly before the beginning of the December 5, 2013, Board of Trustees meeting, John Burghduff signed up to speak on behalf of the AFT on the issue of adjunct workload, which was on the Board agenda for that meeting. When it came time for the Board to discuss a proposed revision of the policy concerning adjunct workload, Board Chair Chairman David Holsey asked Burghduff to address the Board on the issue. Burghduff's address pointed out ramifications of the revision under consideration and also pointed out an interpretation of new regulations that would allow LSC to continue giving adjuncts the workload spelled out in a memo issued by the LSCS Executive Council in 2009.

Much to the surprise of Burghduff and the audience, Board Chairman David Holsey interrupted Burghduff in the fourth or fifth sentence of his presentation, said that John was making a complaint

and that, under a Board policy, he would have to take his complaint through the administration. This seemed odd because Chairman Holsey had asked Burghduff to speak on the issue, and he was merely offering advice to the Board. When Chairman Holsey interrupted him, Burghduff responded that he was not making a complaint but simply offering input to the adjunct workload issue. Board members Linda Good and Kyle Scott questioned Chairman Holsey about his claim that Burghduff was complaining, but he refused to reconsider and told Burghduff to cease speaking and sit down. That behavior caused a stir in the audience, which included a number of administrators.

Another speaker from the community later spoke to the Board and appeared to be making a complaint, stating, "There is a disconnect with Lone Star College with Hispanic students in reaching out to them and connecting with them." Oddly, Chairman Holsey did not stop that speaker from complaining.



The final speaker of the meeting was Larry Loomis-Price, a former faculty member embroiled in the recent personnel problems at LSC-Montgomery. He began by noting that the action just taken against Burghduff was inappropriate and a violation of free speech. Chairman Holsey then asked Loomis-Price if he was making a complaint. Loomis-Price said no, he was simply pointing out something the Board should be aware of and that his purpose was to address a different issue. Chairman Holsey stated, "If you disagree

with my implementation of the policy, I'm gonna describe that as a complaint," but Loomis-Price stated that he would continue his talk on a different issue. Holsey allowed him to continue stating, "Have grace." Loomis-Price began discussing "policy violations and gross mismanagement," and Holsey interrupted him again, stating, "That is a complaint." Loomis-Price refused to yield the microphone, insisting on his right to speak. Chairman



Holsey called for a police officer to escort him from the podium and stated, "Thank you for your participation tonight."

I contacted Chancellor Carpenter and Chairman Holsey via certified mail, suggesting that they meet with Burghduff and me to discuss our concerns about citizens addressing the Board. They agreed to meet on February 3, 2014, and Board Member Linda Good volunteered to attend and mediate. Brian Nelson, LSCS General Counsel, was also present.

In the meeting, Chairman Holsey argued that he was right to cut off Burghduff and Loomis-Price when they tried to address the Board. He believes, and Chancellor Carpenter seemed to concur, that if speakers are making a "complaint," they can be stopped and instructed to follow the LSC complaint process. Burghduff and I explained that we believe the First Amendment of the US Constitution is relevant to this issue and also that rulings by the Texas Attorney General clearly state that, in an open meeting of a public board, if the board chooses to allow public comments, it cannot discriminate based on the content of the comments. On this issue, readers should consult page 38 of the Texas Attorney General's "Open Meetings Handbook, 2014" (available at https://www.oag.state.tx.us/AG_Publications/pdfs/openmeeting_hb.pdf). Chairman Holsey contends that, nevertheless, the Board does not have to listen if the comments can be construed to be a complaint. Thus he appears to disagree with the Texas Attorney General.

We also pointed out that the complaint policy as it currently stands cannot be used by employees because, according to that policy, the grievance policy would supersede. We also asked Chairman Holsey to clarify his definition of "complaint." In Burghduff's case, he was offering input about a policy change that had not yet been approved, and Chairman Holsey had asked him to address that agenda item while it was under discussion. Chairman Holsey replied that, in his judgment, Burghduff was complaining. We asked Chairman Holsey what type

of speech would be acceptable in an open meeting, but he declined to respond.

Both Chancellor Carpenter and Chairman Holsey told us that a policy revision is being crafted that would make channels for filing complaints more clear. Linda Good indicated that she had not seen the draft and wanted to. Burghduff and I offered to assist with the revision, in the spirit of cooperation. In response to our offer, Chancellor Carpenter told us that the AFT would not be given any "special channels" for involvement in discussion of this policy revision. If we wanted, we could offer comments to the members of the Policy Revision Committees on our campuses.

Chairman Holsey concluded the conversation by saying that until such time as a new policy is approved, it will continue to be the case that public comments will be stopped if he judges them to be complaints and that he will maintain sole authority to make those decisions. However, four days later at the February 6th Board meeting, he seemed to soften his approach.

The AFT regrets that there was not a more cooperative environment of problem solving in the meeting with Chairman Holsey and Chancellor Carpenter. Our plan at this point is to see the revised policy, determine if free speech continues to be limited by it, and respond accordingly.

Alan Hall

Cuts to Adjunct Teaching Loads

The life of an adjunct faculty member is a precarious one in the best of times. As each new semester approaches, the worries mount: "Will the department chair offer me the maximum number of classes? Can I coordinate schedules at all the colleges where I teach so that I can cover my expenses? Will any of my classes get cancelled at the last minute? Will I

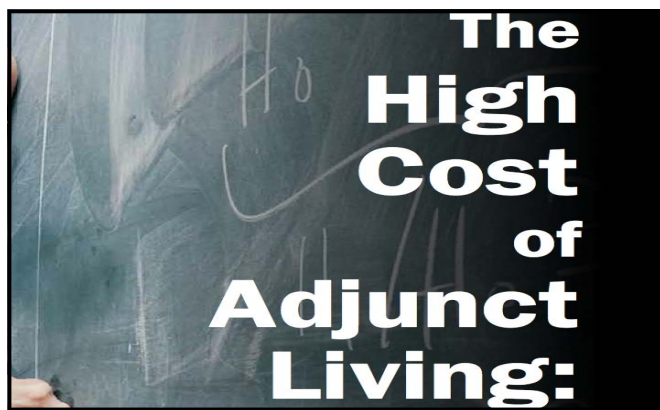


have a greater variety of classes to preparations prepare than I can handle? What if I get sick and can't pay my doctor bills?"

During the fall semester 2013, adjuncts' lives became even more stressful as stories circulated that changes in the law could limit their teaching schedules. Houston Community College, Blinn College, and other colleges in the area began to publicly discuss possible changes several months before Lone Star. Once the issue became public here, the word from Human Resources changed frequently, and many issues are still up in the air.

Some part-time staff members who paste together more than one job within the college faced similar worries as word spread that this practice might no longer be allowed.

The problem resulted from a perfect storm of changes to federal and state regulations and college policies. The AFT believes that employees deserve a



thorough explanation of what happened in the legal realm and how Lone Star College has responded. The following is the culmination of our research and represents our best understanding of the issues as they stand right now.

Is the Affordable Care Act to Blame?

Throughout this situation, the Affordable Care Act (ACA) has been routinely cited as the reason that the changes are necessary. As far as adjunct workload is concerned, there is a connection to the ACA,

but that connection needs to be seen in the context of its interplay with a number of state and federal laws.

I. Also known as Obamacare, the ACA requires that an employer with 50 or more employees provide health coverage to all employees working 30 or more hours a week.¹ This aspect of the law, known as the Employer Mandate, opens the possibility of health care to millions of Americans, but also requires a financial commitment from large employers who have not previously offered health benefits to their employees.

Lone Star College and all other public community colleges in Texas already provide health benefits to employees averaging 20 hours or more a week. This stricter mandate follows from a one-two punch of state laws. The Texas Insurance Code says that any employee who is eligible to participate in the Teacher Retirement System (TRS) is also eligible for the Group Benefits Plan administered by the Employee Retirement System of Texas (ERS GBP).² The Texas Administrative Code sets eligibility for TRS as 20 work hours per week.³

Since work hours per week are and have always been carefully documented for part-time staff, the ACA imposes no new requirements on the college for them. There is an issue, however, for adjunct faculty.

II. The ACA does not directly address adjunct faculty in a college or university. However, on January 2, 2013, the U.S. Department of Treasury addressed the issue of

employees compensated on a commission basis, adjunct faculty, transportation employees and analogous employment positions." Treasury wrote, "Until further guidance is issued, employers . . . must use a reasonable method for crediting hours of service. . . . It would not be a reasonable method of crediting hours . . . in the case of an instructor, such as an adjunct faculty member, to take into account only



*classroom or other instruction time and not other hours that are necessary to perform the employee's duties, such as class preparation time.*¹

Since adjunct faculty at Lone Star and most other public community colleges in Texas are paid on the basis of contact hours (hours in the classroom) this represents a new requirement. However, Treasury left the method of calculating preparation time up to individual colleges and universities. To our knowledge, they have not elaborated on their ruling to date.

The State of Texas decided that it would be wise to have a uniform method for calculating work hours for adjunct faculty across all state colleges and universities. Therefore, the Texas legislature amended the Administrative Code in August to say that

*employment in institutions of higher education (including community and junior colleges) measured or expressed in terms of the number of courses; semester or course hours/credits; instructional units; or other units of time representing class or instructional time must be converted to clock hours and counted as a minimum of two clock hours for each clock hour of instruction or time in the classroom or lab.*³

Since credit hours are listed as an acceptable method of measuring "clock hours of instruction," there seems to be a general consensus among LSC administrators, as well as administrators at other colleges, that the following examples of calculating average weekly work hours would be valid:

An adjunct instructor in English teaching three standard 3 credit hour courses would be teaching a total of 9 credit hours. At two clock hours per hour of instruction time, this would convert to a weekly work week of 18 hours, which is under the 20 hour threshold, making the adjunct ineligible for health benefits.

An adjunct instructor in Biology teaching two 4

credit hour lecture/lab courses, although actual contact time in class or lab would be more, nevertheless is teaching 8 credit hours which would convert to a weekly work week of 16 hours, also under the benefits threshold, and therefore making the adjunct ineligible.

Historically in LSC, adjunct teaching loads have varied from discipline to discipline following a Faculty Workload Discipline Standard approved by the LSCS Executive Council in 2009.⁴ The two examples above comply with the 2009 standard. Although this standard would have to be checked discipline by discipline, it appears that most, if not all, would limit adjuncts to less than a 20 hour work week.

The state appears to have been thinking about standard long semesters in writing their guidelines. In long semesters, credit hours match up (somewhat) with contact hours. Things get a bit ambiguous when one considers a compressed session like a summer session or a mini-term.

Nevertheless, even though considering preparation time in calculating workload is a new concept, it appears that most, if not all, of the adjunct maximum workloads that Lone Star has historically followed keep adjuncts below the 20 hour limit that would trigger health benefits by state law.

In summary, the ACA appears to require few, if any, changes in the teaching loads LSC is allowed to offer adjunct faculty.

Aside from Adjunct Teaching Loads, Are There Other Implications of the ACA?

The short answer is no. However there are two other issues that are frequently referenced as ACA mandates that actually follow from different laws.

I. If an employee is eligible for participation in TRS (Teacher Retirement System), the college contributes a higher amount to that employee's retire-



ment: 6.8% of pay versus 1.3% of pay. At current adjunct pay rates, that equates to an additional cost of \$104.94 for a three credit hour lecture class. A new provision of the Texas Administrative Code says that an employee

*is eligible only if [his or her] employment, when combined with other employment in Texas public educational institutions during the same school year, qualifies as service eligible for membership or if such other employment in itself qualifies as service eligible for membership.*⁵

This means that, if an adjunct works for LSC and has a weekly workload of, say, 18 hours under the new calculation scheme, but he or she also works for San Jacinto College and teaches an additional 6 hours there, the state will total those hours. Because that total goes over 20 hours, the last college to hire will have to pay the higher retirement benefit. This “summing across colleges” only applies to retirement benefits eligibility and would not make the adjunct eligible for health benefits.

II. All of the laws and rulings we have described so far affect adjunct faculty and don’t relate to other part time employees. This next one could affect both adjuncts and part-time staff. The college has long allowed employees to hold two different part time jobs within the college as long as the sum of their weekly work hours remained below 20. A staff member might work a few hours in two different departments, for example. Another federal law, the Fair Labor Standards Act (FLSA) forbids an employer from assigning two or more jobs to one employee. In particular, it is a violation of the FLSA to give one employee both a “non-exempt” (eligible to receive overtime pay) position and an “exempt” (not eligible for overtime pay) position. A common practice here at Lone Star has been to hire adjunct faculty to also tutor in our tutoring centers. Teaching, according to the FLSA is an exempt work function. Tutoring is non-exempt. As those positions are currently set up at LSC, an adjunct instructor cannot do both.

Fortunately, the Department of Labor is very clear

that the solution to this problem is to write job descriptions that incorporate all of the duties of an employee into one job. In the case of an employee performing primary duties that are usually considered exempt and others that are generally non-exempt, the position needs to be designated exempt.⁶ On November 26, 2013, I shared this information with Ronda Rotelli, Chief Human Resources Officer, and proposed that we use this suggestion to create a new adjunct faculty position for adjuncts who both teach and tutor.

What Has Lone Star College Been Doing?

We’ll start with the issues we discussed last because there is good news there. The suggestion of a new position that would allow adjuncts to tutor on top of their teaching gained support from many quarters and was presented by the Faculty Senate presidents to the chancellor in December. As a result, a new position of “student success adjunct” was announced at the start of this semester. This position could help cover the shortage in tutors. Implementation has been slow so far with several of the tutoring centers not yet participating. The AFT hopes that this option will find greater usage.

Most of the staff with dual appointments are individual cases. We hope that supervisors and the Human Resources office will be able to work with these individuals to find a satisfactory resolution.

We are very pleased that the administration has decided to absorb the extra costs of increased retirement payments for adjuncts who teach over 20 hours per week when summed across all the state colleges at which they teach. Since many of our adjuncts work at several colleges, if LSC had decided to ban someone from teaching for us if they were already teaching a maximum load elsewhere, the results would have been problematic for those adjuncts.

The AFT commends the administration, and Dr. Carpenter in particular, for these two decisions.



Unfortunately, not all decisions have been so positive. At the December 5, 2013, Board of Trustees meeting, the board voted to change policy to decrease the maximum allowed teaching load for adjunct faculty. Prior to that meeting, LSCS Board Policy IV.B.1.01 described the role and workload of adjunct faculty as:

Adjunct: An employee who receives a limited per semester appointment to teach at least one for-credit course and is assigned no more than one-half of fulltime faculty workload in an academic year.

At the December board meeting, the policy was changed to read:

Adjunct: An employee who receives a limited per semester appointment to teach no more than nine (9) credit hours per semester not to exceed fifteen (15) credit hours in any given academic year.⁷

The AFT is very concerned about this policy change for two reasons.

I. We believe proper procedure was not followed in making this change. Board Policy I.F.1.05 says:

Proposed policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Temporary action may be taken, however, to allow for special circumstances that demand an immediate response.”⁷

The policy change was made without the proper two readings even though the case was not made that an immediate response was necessary or that the change would be temporary. The administration’s response is that the policy was not changed but that existing policy was clarified. That the words of the policy changed can be clearly seen. That the meaning of the policy changed is not hard to establish either.

Prior to December, Policy IV.B.1.01 stated that an adjunct “is assigned no more than one-half of full-

time faculty **workload** in an academic year” (emphasis ours). Workload is different from teaching load. Teaching comprises 70% of a full time faculty member’s workload; the remaining 30% consists of institutional and community service and professional development. In one of his first initiatives as chancellor, Dr. Carpenter recognized this distinction and approved guidelines increasing adjunct teaching loads accordingly. Dr. Carpenter’s initiative on this issue occasioned the workload document that was approved by the Executive Council in 2009.⁴ In this document, teaching loads are set for adjunct faculty in both long semesters and summer sessions that correspond to at most 2/3 of a full time faculty member’s teaching load (because 2/3 of 70% is 47%, safely under the 50% mandated by the policy as it stood.)

As pointed out earlier, this document carefully differentiated specific adjunct teaching loads for each discipline since teaching loads for full time faculty are not necessarily uniform from one discipline to the next. Under this document, as pointed out earlier, an English teacher could teach three, 3 credit hour courses in both fall and spring for 18 total credit hours. A biology adjunct could teach two, 4 credit hour courses in both fall and spring for 16 total credit hours. (Additional classes could be taught in the summer based on the summer workloads of fulltime faculty.) By changing Policy IV.B.1.01 to read “no more than nine (9) credit hours per semester not to exceed fifteen (15) credit hours in any given academic year,” adjunct faculty teaching loads are being cut. Thus, the change in policy is both a change in wording and substance.

At the December 5 meeting of the Board, speaking on behalf of the union, I was cut off while trying to make these points, and the policy change was approved. The extra time for a second reading could have resulted in a better policy revision.

II. We pointed out earlier in the article that, in



most if not all cases, the existing guidelines in the 2009 document would keep us safely in line with the newest laws and, therefore, that the policy change was not necessary. However, the cuts in allowable teaching loads will hurt our most vulnerable adjunct faculty.

We have used the example of an English teacher who formerly could have taught three, 3 hour courses in both fall and spring for a total of 18 credit hours. When this teacher is cut to 15 credit hours, he or she will see a loss in income of \$1,908 per year. The Biology teacher, who formerly could have taught four, 4 credit hour courses for a total of 16 credit hours, will now have to cut back to three courses to avoid going over 15 hours. Because this teacher is paid for three hours lecture and three hours lab for each course, the loss in income would be \$3,816. For some of our adjuncts living on the edge of bankruptcy, these cuts are truly a problem.

As a side note, when Ronda Rotelli first announced the college's intention to impose the new workload restrictions on November 20, she carefully explained that the Academic Year referenced in the revised policy was defined to be a full year: fall semester, spring semester, and summer sessions. The initial reaction was panic because many adjuncts have relied on teaching summer classes over and above their fall and spring classes. This would have also been devastating for students since we would have had no adjuncts left for summer school and full-time faculty cannot come close to covering all the classes. Later, the administration reaffirmed that Academic Year means fall and spring only. They said that adjuncts would therefore be allowed to teach up to six hours in the summer plus three hours in the May miniterm. The former version of IV.B.1.01 gave a solid rationale for summer teaching loads. Now there is no policy explaining or justifying where these limits come from. Compared to the old teaching load guide, this still means that some adjuncts will see

their workload cut compared to last summer.

Where Do We Go Next?

For all of the reasons explained above, we believe that the adjunct workload policy revision was both unnecessary for compliance with federal and state laws and was made hastily. We also believe that the policy will probably have to be changed again.

In a December 1, 2013, email addressed to Dr. Carpenter, Ronda Rotelli, and the six college presidents, Alan Hall and I raised concerns about the proposed policy revision. We also offered an alternative. First, we believe that the policy LSC had followed since 2009 provided clear guidance on adjunct workload and should be restored. We also recommend that we go back to the 2009 workload document as a starting point and carefully go through the decisions made then, discipline by discipline, to decide which are in compliance and which, if any, need to be adjusted.

Obviously, the union is totally supportive of compliance with all federal and state statutes. We believe the college can stay in compliance while being more sensitive to the maintenance of adjunct workloads. Even if we cannot afford to expand health coverage, let us at least not take away from our adjuncts what little they already have.

There is a greater issue at stake as well. Nationwide, institutions of higher education have been building a house of cards by failing to hire full-time faculty on pace with enrollment and by poor compensation of adjunct faculty. Our adjuncts are wonderful teachers dedicated to their professions and to their students. Our hats are off to them. However (and we think they would agree), teachers cannot give their students the best of attention and cannot contribute to the overall life of a college when they are forced to run from college to college trying to earn a living wage. Some adjuncts, of course, are teaching mostly for fun and to make a personal contribution. Those adjuncts



might be content to teach only a couple of courses. For the others, we should create more full time positions, giving them a more stable relationship with the college and, at the same time, providing the health benefits they need.

According to a report by the Texas Community College Teachers' Association (TCCTA), LSC ranks next to last among all community colleges in Texas in the number of classes covered by fulltime faculty. Out of all classes taught in LSCS, 59% are taught by adjunct faculty. By comparison, this percentage is 49% at Houston Community College and 40% at San Jacinto College.⁸

The LSCS Vision Statement says that we are "recognized globally as the premier community college for student success, innovation and partnership." Clearly, in the area of supporting student success through adequate staffing by full time faculty, we are a long way from premier. In fact, we're at the bottom.

The recent history of Lone Star College has seen massive construction projects and international ventures. As we move into a new phase of our history, let us turn our attention to building up our full time faculty ranks. This is the best thing we can do for our adjunct faculty, and our students will reap the benefits.

John Burghdoff
Professor of Math, LSC Cy-Fair

Editor's Note:

On February 11, 2014, as this issue was going to press, the U.S. Department of the Treasury and the Internal Revenue Service issued additional regulations implementing the employer responsibility provisions under the ACA that take effect in 2015. These regulations add a "safe harbor" provision, which states that colleges and universities can credit adjunct faculty with 2.25 hours of service per

week for each hour of teaching. This position will be a safe harbor provision for colleges and universities at least through 2015, meaning that colleges that follow this rule in determining ACA eligibility will be automatically considered in compliance. The regulations, however, do not require that a college follow this rule, allowing institutions freedom to create other rules that respect preparation in calculating work hours. The new rule also states that adjunct faculty should get an additional hour per week for every classroom hour if they are required to hold office hours or attend faculty meetings.⁹ The AFT will continue to monitor these issues closely and will report any significant changes.

References:

1. "Implications of the Affordable Care Act for Contingent Faculty," press release of the American Federation of Teachers, February, 2013.
2. Insurance Code of the State of Texas, Title 8, Subtitle H, Chapter 1551: Texas Employees Group Benefits Act.
3. Texas Administrative Code, Title 34, Part 3, Chapter 25, Subchapter A, Rule 25.1, as amended to be effective August 15, 2013.
4. Faculty Workload Discipline Standard, LSCS Internal Document, 2009.
5. Texas Administrative Code, Title 34, Part 3, Chapter 25, Subchapter A, Rule 25.6.
6. Department of Labor, Opinion Letter FLSA2005-14, March 17, 2005.
7. Lone Star College System Policy Manual, www.lonestar.edu/policy.htm.
8. "Compensation and Utilization of Part-Time Instructors: Texas Public Community Junior Colleges, 2012-13 and 2013-14," Report of the TCCTA, 2013.
9. Lederman, Doug, "(More) Clarity on Adjunct Hours." <http://www.insidehighered.com/news/2014/02/11/irs-guidance-health-care-law-clarifies-formula-counting-adjunct-hours>, Inside Higher Education, February 11, 2014.



Time and Labor

Time is Our Friend

César Chavez was one of the greatest social movement leaders of all time. He founded the United Farm Workers in California's Central Valley, where farmers worked as migrant laborers under extremely harsh and dangerous conditions. Farm workers were disenfranchised and vulnerable to exploitation and violence from the landowners who employed them, as well as the local constabulary. The power that the big landowners brought to bear against the farm workers was made even more intense by the racism and brutality that was leveled against Hispanic people nationwide, especially in the Central Valley. Against these powerful forces, Chavez and his associates organized a large, effective union that significantly improved the lives of the farm workers who organized, marched, and picketed along with him. Even those workers who did not unionize led improved lives because of the United Farm Workers.

In his role as a union leader, Chavez developed a refined version of non-violent resistance. When the landowners refused to negotiate for a contract, Chavez and others went on strike and picketed. When they were beaten by police and by hired thugs, the workers did not fight back with violence. When some of his followers seemed to be taking the violent path, Chavez ended it with a hunger fast. The farm workers responded to landowner violence by waging a national boycott against the grapes that were grown by these landowners. After a great deal of time, effort, and suffering on the part of the striking workers and their families, the boycotts were successful. When the suffering of the farm workers

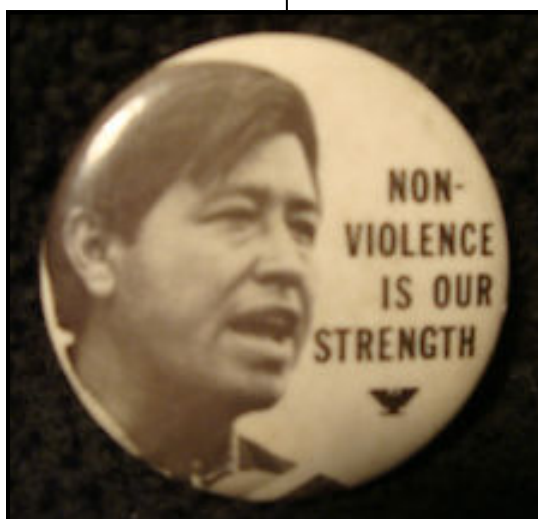
became known to the American people, the people ceased buying those grapes, and the landowners then entered into contracts with the United Farm Workers.

Time is a central theme of Chavez's theories of non-violent resistance. To illustrate Chavez's concept of time, let us imagine two different plants: a bean plant and an oak tree. The bean grows quickly from a sprout to a vine, and it will bear fruit soon after it is planted. However, the bean's life is short, and this fast-growing plant cannot even support its own weight without a stick or a fence to hold it up. The oak tree requires years, even decades, to grow to maturity. But the oak grows strong roots that go deep into the soil and a great canopy that spreads

to the sky to house birds and provide shade. Its branches are stout, and the strong winds will not blow the oak tree down. Social structures that are built on force and power are like the bean plant. They grow quickly, and they are soon laden with the wealth of a rich harvest. However, like the beanstalk, they cannot hold their own weight. When their power diminishes, and force is removed, they droop to the ground. Union movements, on the other hand, are like the oak.

Our roots grow out of the communities we serve and represent. These roots are strong and firm and well-nourished because of this community relationship. Long after the beanstalk has crumbled to dust, the oak will continue to grow and serve the earth that feeds it and the life that dwells and thrives within its branches.

To become a union leader is to accept a life of continuous struggle. Union leaders are subjected to intimidation, harassment, and retaliation if we act on behalf of the workers and if those in power do not agree with our actions. We learn to deal with these things and to become fearless because it is neces-





sary. We cannot cease the struggle, even when our hearts and our flesh become weary, because we serve a purpose that is greater than ourselves. As long as the purpose does not cease, neither does the struggle. However, we can take heart because we know that the struggle is won the very instant that we engage in it. As long as the young oak continues to grow and to live in harmony with the community it serves, it need not be overly concerned with the beanstalk which momentarily towers over it.



Dear Alan Hall,

I apologize for this lengthy letter, but I feel that my personal experiences with Lone Star College's new compensation restructuring program illustrates larger problems that will surely affect employees across the entire system.

Last week, my division Vice President scheduled a number of follow-up meetings with those employees who had submitted Requests for Review as a part of Lone Star College's new Compensation Program. Like many other staff members, I discovered that despite providing ample justification to the contrary, Lone Star College would not be changing my position grade; I will remain a Specialist III under the new classification system.

There was no rationale given to me for that decision. Had the review committee\board (whose

members remain unidentified) decided my request for review to be without merit? If so, then why? I have been told only that their decision is final. According to my Vice President, there will be no appeal process provided to contest that judgment. Even if there was such a process in place, how could I gainsay anything? Conveniently for Lone Star College, I can't.

As of today, Lone Star has not seen fit to publish details about its vaunted new job descriptions\family\bands. I've been told that I shouldn't use the "old" job descriptions for reference (in which a Specialist III clearly does not fit my duties and responsibilities), yet Lone Star evidently won't release the new categories until December 1st, 2013. (For all I know, the new job description for a Specialist III could include landscaping duties.)

When this program was first announced, I was excited at the prospect of finally getting my job properly classified. It had always been in the wrong category to begin with. This was true for all of us performing this job across the Lone Star system. In my own case, I had been looking forward to a classification that actually reflected the position that I've held for more than 5 years and mirrored my own unique personnel management duties. To this day, every other campus in the system has actually employed two people to perform the same job that I've been doing alone. That's not bravado – it is simple fact. From a purely economic standpoint, Lone Star College Cy Fair has been saving at least \$15,000.00 - \$20,000.00 per year since I started working here.

What's not readily calculable is the additional value I've brought to this campus by such firsts as instituting system-wide procedures for managing note-taker staff, or transforming our assistive technology lab into a model of accessibility, emulated by other Lone Star campuses and studied by sister institutions like the University of Houston and Galveston Community College.

Given my own hopes coupled with the hype and fanfare accompanying this new program, you can imagine my bitter disappointment when I realized Lone Star College had **never** been interested in



job parity or fair compensation. Despite extensive lip service, there has never been any real transparency or true consideration of employee input during this program's implementation.

Have I lost anything? No. I'm still getting paid the same \$32,000.00 per year – for doing a job that's worth (according to the market) at least \$10,000.00 more than that. Please understand that I'm not in this to become wealthy – not many staff and instructors in higher education are that simply motivated. I do what I do because I believe deeply in providing equal academic access for all students, regardless of disability.

In return for doing a good job, I simply expect what most do: fair pay and acknowledgement of the value I bring to this organization. Meetings with the division Vice President and other theatrics aside, Lone Star College has failed to provide either. What's most disappointing is the knowledge that I, like my fellow employees across the system, have not failed Lone Star. Day after day, I see colleagues, faculty, and my own employees go above and beyond their job descriptions to make Lone Star the best community college it can be by providing outstanding instruction and academic support to our students.

Yet Lone Star continues to charge forward with this "compensation" program that will undoubtedly improve its financial balance sheet at the expense of alienating most of its staff and instructors.

During the meeting with my Vice President last week, I expressed my frustration at feeling like Lone Star had completely devalued me as an employee. The Vice President denied that was Lone Star's intention. Upon later reflection, I realized that his straw man response characterized an administration that ultimately does not listen to its employees, view their opinions as legitimate, or their concerns as valid.

At the very least, all I ask for is a bit of honesty. If Lone Star is ultimately not going to evaluate these requests for review, then administration should say so. Don't tell me you're considering my request when clearly you're not. Don't try to sell me

a set of false expectations. Don't promise to build a second story on my house, then place me in the basement and tell me to be happy.

If it's possible, please consider bringing these and other staff members' concerns about the new compensation program to the attention of other union representatives. Additionally, I hope that Lone Star employees, faculty, and instructors will have an opportunity to express their viewpoints through the union directly to the Chancellor and Board of Trustees.

Thank you for your patience. Please contact me if you have any questions.

Gratefully,

Joseph M. Nast, Specialist III, (formerly Assistive Technology Coordinator)
Lone Star College Cy-Fair



We recently received notice that Dr. Virginia Perrenod has died in Fayetteville, Arkansas. A wonderful political science professor, Virginia was a charter member of AFT Lone Star. Highly respected by students and colleagues, she was professor for over twenty years at the University of Houston and LSC-North Harris. Always energetic, she was a volunteer for Habitat for Humanity and Hospice of the Carolina Foothills and received a Governor's Volunteer Service Award of North Carolina. It was a privilege to have worked with her.



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UnionPlus.org/AFTatt



06/13

If you are interested in Membership, benefits or would like to discuss a work-related issue, our AFT Faculty and Staff Vice-Presidents are here to assist! Please don't hesitate to contact them! See the back page of this publication for contact information.



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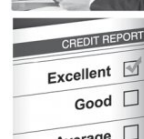
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07/13

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02/13



AFT-Lone Star College

AFT Local Union # 4518

GOALS

- To promote academic excellence
- To protect academic freedom in higher education
- To preserve and protect the integrity and unique identity of each of the institutions of higher education in Texas
- To protect the dignity and rights of faculty against discrimination
- To ensure that faculty have an effective voice on all matters pertaining to their welfare
- To secure for all members the rights to which they are entitled
- To raise the standards of the profession by establishing professional working conditions
- To encourage democratization of higher education
- To promote the welfare of the citizens of Texas by providing better educational opportunities for all
- To initiate and support state legislation which will benefit the students and faculty of Texas
- To promote and assist the formation and growth of Texas United Faculty chapters throughout Texas
- To maintain and promote the aims of the American Federation of Teachers and other affiliated labor bodies

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BENEFITS

- \$8,000,000 Occupational Liability Insurance
 - provides security while teaching
 - protection against litigation
 - malpractice protection
- \$25,000 Accidental Death Insurance
- Legal Assistance
 - Free consultation and representation on grievances and job related problems
 - Services of leading labor attorneys
 - Legal Defense Fund protection
- Political Power
 - Texas AFT lobbyists in Austin
 - AFT lobbyists in Washington
 - Representation at the Coordinating Board
 - Support for local electoral work
- Affiliations
 - Affiliated with the Texas AFL-CIO
 - Affiliated with the American Federation of Teachers and Texas AFT
- Staff Services
 - Professional representatives to assist and advise in processing grievances
 - AFT research facilities
 - Leadership Training
- Savings and discounts on goods and services with AFT PLUS Benefits
- Free \$10,000 term life insurance policy for first year of membership

Monthly AFT Dues

Full-time Faculty	\$34.98
Full-time Professional Staff	\$27.81
Full-time Support Staff	\$24.70
Adjunct Faculty & Staff	\$12.38

Membership Eligibility

Membership in the American Federation of Teachers (AFT) is open to full and part-time faculty and staff up through the dean level. If you would like to join or find out more information about membership, please contact any of the officers listed on page 20 of this newsletter, or check out our online information and application at:

www.aftlonestar.org



www.texasaft.org

American Federation of Teachers
Texas AFT
AFL-CIO



www.aft.org

American Federation of Teachers -Lone Star College Membership Application

AFT-Lone Star College is an affiliate of the American Federation of Teachers and the Texas AFT and accepts membership from all non-supervisory employees of the LoneStar College System. Indicate below whether you are a new member or a current member wishing to update your contact information. Membership with AFT-Lone Star College provides each member with an \$8 million Professional Occupational Liability coverage policy, legal defense coverage and access to representation for work-related issues. In addition, AFT-Lone Star College members are entitled to special savings and discounts through our AFT PLUS benefits program. **If you have questions about joining, please call AFT- Lone Star College @ 281-889-1009. You may also visit our website: www.aftlonestar.org**

1) Fill out the application below and choose your method of payment

2) Remit this application to AFT-Lone Star College President, Alan Hall

By US mail: AFT - Lone Star College P.O. Box 788 Spring, Texas 77383-0788 OR Interoffice mail: Alan Hall @ A-217, North Harris



2013-2014 Monthly Membership Dues rates:

Based on your position with the LoneStar College System, please select your appropriate dues rate.

- ☐ Full-time Faculty \$34.98/mo. or \$419.76/yr.
☐ Full-time Professional Staff \$27.81/mo. or \$333.72/yr.
☐ Full-time Support Staff \$24.70/mo. or \$296.28/yr.
☐ Adjunct Faculty \$12.38/mo. or \$148.44/yr.
☐ Part-time Staff \$12.38/mo. or \$148.44/yr.



IMPORTANT NOTICE:

Payroll deduction allows members to pay union dues in monthly installments. If you prefer to write a check to pay for your union dues, be advised that AFT requires the full yearly amount payable in 2 six-month installments. Exceptions to the rule apply for Part-time Staff and Adjunct Faculty only.

First Name:	<input type="text"/>	Middle Initial:	<input type="text"/>	Last Name:	<input type="text"/>
Home Address:	<input type="text"/>				
City:	<input type="text"/>	State:	<input type="text"/>	Zip code:	<input type="text"/>
Home Phone:	<input type="text"/>	Email Address:	<input type="text"/>		
Employee ID #:	<input type="text"/>	Campus:	<input type="text"/>		
Position:	<input type="text"/>	Room #:	<input type="text"/>	Referred by:	<input type="text"/>
I am paid:		<input type="checkbox"/> Bi-weekly <input type="checkbox"/> Semi-monthly		Paid over: <input type="checkbox"/> 9 months <input type="checkbox"/> 9.5 months <input type="checkbox"/> 12 months	
Are you a current or new member? <input type="checkbox"/> Current member (Updating information and/or payment method) <input type="checkbox"/> New Member					
Choose method of payment: <input type="checkbox"/> Payroll Deduction (Complete the union dues agreement below) <input type="checkbox"/> Cash/Check (Two 6 month payments payable to AFT-LSC)					

Union Dues Deduction Agreement

I hereby authorize Lone Star College System to deduct each pay period an amount equal to the dues in the amounts fixed in accordance with the Bylaws of AFT including any increase in dues in future years and pay same to said Union in accordance with the terms of the agreement between Lone Star College System and American Federation of Teachers. This agreement will remain in effect until Lone Star College System receives a written notice of cancellation from me, AFT or at the time of my termination, whichever occurs first. This authorization is subject to sufficient wages being available to comply with all other required deductions and existing federal and state laws.

Signature: (Print this form and sign here)

Date

[Click here to print form](#)

For AFT-Lone Star College office use only. Do not write in this box.

Position verified: YES NO (Initials) _____
 Dues Class: FTF AF FTPS FTSS PTS C _____

NOTES: _____



P.O. Box 788 Spring, Texas 77383-0788

We're on the Web!
www.aftlonestar.org

**Call for Articles**

We invite all employees to send us their opinions, news, questions, and so forth. *The Advocate* is a forum for information and free interchange of ideas. Send your ideas. Send your articles to **Pat Gray**, Editor via e-mail: patsy.gray@lonestar.edu, or submit to any of the following officers.

Alan Hall, President	North Harris	ACAD 217-G	281-618-5544
David Davis	North Harris	ACAD 264-G	281-618-5543
Jim Good	North Harris	ACAD 264-F	281-618-5573
Stephen King	North Harris	ACAD 162-H	281-618-5530
Allen Vogt	North Harris	ACAD 264-C	281-618-5583
Rich Almstedt	Kingwood	FTC 100-G	281-312-1656
Laura Codner	Kingwood	CLA 110—D	281-312- 414
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Richard Becker	Tomball	E 271-D	281-401-1835
Janet Moore	Tomball	E 210 -E	281-401-1871
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Kathy Hughes	Cy-Fair	FBC 218A	832-782-5063
Brenda Rivera	Cy-Fair	TECH 216D	281-290-5919
Earl Brewer	Fairbanks	S - 13	832-782-5029



The promise of a community college is to draw people who live and work in our communities, educate and empower them to serve, and send them out to cultivate a just and vibrant society. **In order to reclaim this promise, AFT Lone Star College is committed to:**

- Restoring dignity and respect to the workplace
- Ensuring safe working and learning environments
- Promoting a culture of collaboration between faculty, staff and administration
- Putting the community back in the college to make sure the promise is kept

Join us in our effort to reclaim our college.