

30 Years Strong!



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Union Press

Ponderings of the President

by Ira Lansing

Every now and then my classes will get what I call a “condiment day”—a day for “catch-up”. I suppose if you say “catsup” the entire word play is lost on you, but it gives my students a day with no new assignment (yes, math class; a new assignment every class meeting), a day where they can either catch their breath or breathe a little harder and get caught up. It seems that you, the UPM membership, could use a condiment day where we get up to date on all the major goings-on that have transpired just this calendar year. All of these have been reported on previously, but just as it benefits our students to have an occasional grand summary and review, it cannot hurt all of us to see the same. Note that where a grievance is involved, as per our contract, the identity of the person is not indicated and the gender is not necessarily that of the grievant.

The year started with an arbitration over a grievance that had been filed earlier in the previous academic year. UPM

maintained that, in violation of the contract, the District had unilaterally created a new policy for making assignments during the summer intersession. Indeed, with regards to this particular faculty member, the District seemed to be changing their own made-up policy as the scheduling period progressed. Holding the District to the language of the contract and a uniform procedure benefits all of us, not just the one individual who filed the grievance. As always, just because it does not affect you this time.... The case was heard by an arbitrator and we still await a final decision.

The next month saw the start of fact finding and a few days of hearings were held in February and April. The polar ice caps are melting faster than this hearing process is progressing. With nearly three dozen issues to be presented before the fact finder, only a half dozen or so have been covered in the four days so far.

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There are three more days scheduled throughout June and two more in September (this requires the coordination of at least seven people's individual calendars) with the possibility of more days later on. It should be noted that UPM is using no lawyers to present its case, while the District has chosen to use two, one as its fact finder and one as its advocate (the former is one of the three panel members who will decide the issues; the latter actually presents the arguments) and to incur the expenses associated with these individuals. UPM has selected our chief negotiator as its fact finder and is using—at no cost—a field representative provided by the California Federation of Teachers (CFT). Whenever this process ends, written briefs will be submitted to the panel, after which the neutral fact finder will have a schedule of his choosing to issue his final report. After this happens, the Board of Trustees will, in all likelihood, impose a contract of their choice. When will this be? I can answer that if you can tell me when this will conclude. So we all wait.

In the interim the District and UPM engaged in “discussions” on some of the issues in fact finding. Some matters were actually resolved, to the extent that the parties came to a mutual agreement. Given this success, UPM proposed that the parties return to the table and bargain a final contract. The District, so far, has refused to do this and to negotiate, preferring to engage only in discussions, and only on selected issues and only in isolation; not necessarily looking at items in relationship to others. UPM is always willing to engage in the legally mandated process of bargaining and all that it entails, but sees this sort of

piecemeal discussion mechanism as counter-productive to a successful outcome. Do not forget that the District felt exactly the same way about bargaining and chose to follow the current path of fact finding. The difference between our two positions however, is that bargaining in good faith is required, discussions are not. Rest assured, our bargaining history shows that discussions have always happened in negotiations, just not *instead of* negotiations.

The semester finally ended the way it started, with an arbitration. If you are keeping count, two arbitrations in *one semester* equal the number of arbitrations that were held in the first *4 years* of our contract. This most recent arbitration dealt with the District again creating a unilateral policy to determine who gets reimbursed for conference expenses. Despite the contract language and the procedures of the Professional Affairs Committee, the District had decided to look at reimbursement on a person-by-person basis, again using unspecified criteria (in the hearing it was stated that “relevance”—to what—was one criterion). The matter has concluded and a decision by the arbitrator is pending. Again, while you may never seek conference leave reimbursement, if the District is allowed to unilaterally create its own contractual procedures, then what is to stop them from doing so when it does matter to you?

So here we are, and there you go. The fact finding is open to UPM members, so if you are around, the UPM e-mail list will update you with the when and where. Not on the list?

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How do you expect to stay informed, stay in touch and stay involved? An e-mail to ira@UnitedProfessorsofMarin.org will

help with all of that. Use a non-college e-mail address, please. Have a great intersession break.



Tick-tock, tick, tock, time on the clock.

Amount paid to the attorney for the District during the month of March:

\$18,450

Since the beginning of 2009:

\$85,987!!!

... and still no contract



UPM Committees and Staff

<p>PRESIDENT Ira Lansing</p> <p>BARGAINING TEAM Paul Christensen (Chief Negotiator) Hank Fearnley, Theo Fung, Arthur Lutz Mike Ransom, John Sutherland</p> <p>UPM-PAC Arthur Lutz</p> <p>GRIEVANCE OFFICER John Sutherland</p> <p>TREASURER Theo Fung</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE Rinetta Early</p> <p>CCC REPRESENTATIVE Open Position</p>	<p>NORTH BAY LABOR COUNCIL REPRESENTATIVE George Hritz</p> <p>PROFESSIONAL AFFAIRS COMMITTEE Mike Ransom, David Rollison</p> <p>WORKLOAD COMMITTEE Carl Cox, Deborah Graham</p> <p>HEALTH AND SAFETY COMMITTEE Jamie Deneris, George Adams</p> <p>PROFESSIONAL STANDARDS COMMITTEE Arthur Lutz Mike Ransom</p> <p style="text-align: center;"><i>30 Years Strong!</i></p> <p style="text-align: center;">UPM United Professors of Marin</p>	<p>SABBATICAL LEAVE COMMITTEE Jamie Deneris, Don Foss, Chris Schultz, Toni Yoshioka</p> <p>CRA TRUST Ed Essick(Chair) Sarah Brewster, Ira Lansing Ron Palmer</p> <p>UPM EXECUTIVE COMMITTEE Ira Lansing, Paul Christensen Carl Cox, Hank Fearnley Arthur Lutz, Deborah Graham Mike Ransom, John Sutherland Tom Behr</p> <p>WEB MASTER Mike Ransom</p> <p>UNION PRESS EDITOR John Sutherland</p> <p>EXECUTIVE SECRETARY Teresa Capaldo</p>
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CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

HOW WE GOT HERE

On May 1st, the world celebrated *May Day*, International Workers' Day, a day that honors the contribution that organized labor has made to the improvement of living conditions around the world.

Most of us are aware and appreciate the role that early labor unions played in bettering people's lives. The eight-hour day; sick leave; paid vacation; Social Security; "the weekend;" etc, etc. – none of these existed before trade-unionists fought for decent wages and working conditions in the 1920's, 30's and 40's. Often these activists were imprisoned or lost their lives battling to achieve what we take for granted today – a living wage and a workplace of dignity and decency. If we were to compare wages and working conditions before and after the period of union activism of the early 20th century, the comparison would be striking. Workers' lives before unions were, (to quote Thomas Hobbes) "nasty, brutish, and short."

Most of us know this. We've read about it in basic history texts and in novels by Upton Sinclair and Jack London and John Steinbeck. And some of us have even taught it.

What perhaps most of our faculty are NOT aware of, is what wages and working conditions were like here at College of Marin, 35 years ago, before our OWN union activists – the organizers of UPM – established our faculty union and negotiated a Collective Bargaining Agreement with the District.

If we look back and compare faculty wages before the establishment of UPM

with the wages that we receive today, (adjusted for cost of living, CPI and other comparability factors), we would see that without UPM, today's newly hired full-time instructors would receive far less than they are currently being paid.

The comparison is even more striking for our part-time faculty. Without UPM, today's adjunct starting salary would only be 40% of the full-time rate, instead of the 95% that UPM has negotiated.

And the situation with job security and working conditions is similar. Before UPM our adjunct faculty had few protections against capricious dismissals, disciplinary abuse or arbitrary assignments and transfers. ETCUM rights for part-time faculty did not exist. And full-time faculty had only limited safeguards against managerial ineptitude and arbitrariness. Students often bore the brunt of ill-considered class cancellations and instructor dismissals and transfers.

Because of UPM we now have a Contract that offers protection against many of these administrative excesses. We have a seniority system for ETCUMs and a grievance procedure and binding arbitration to enforce our contractual rights. And because of membership dues our Union has the funds to pursue arbitration hearings.

But there are also the intangibles – those faculty needs that mere wages can't satisfy. Because of UPM, our faculty can now demand to be treated as professional educators rather than like teaching fodder. It's amazing how much respect and recognition management will grant to employees who have the protection of a

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Contract and an organization that has the legal standing and the wherewithal to protect its members' needs and rights.

None of these improvements over the last 30 years were the result of District largess. They were brought about by the committed work of our Union, supported by a faculty who understood the need for unity and solidarity.

There was a time, before UPM, when our wages, working conditions and professional standing at CoM were very different from what they are today. Let's not forget how we got from there to here. Let's remember and credit the role that unionism and UPM has played (and can continue to play) in making our tenure at CoM a professionally and financially rewarding experience.

Have a happy (belated) *May Day*.

UPM Executive Council Part-time Revote Results

51 total votes

Deborah Graham 30 Meg Pasquel 21

Bargaining Update

There's really not a lot to say here as far as progress goes, but a few things should be mentioned. The District continues to dance around the big issues and spend time on minor wording. This procrastination is costing the District (i.e., Marin taxpayers) big bucks (They have TWO attorneys working on their fact-finding team, plus Linda Beam, and Fran White hasn't missed a session) and UPM precious time and energy. Still, several items of note:

Refusal to negotiate wages and benefits

Last year, the District revenue from the county increased by 5.7%; this year, Al Harrison has stated that they anticipate an increase of about 2%. These are NOT one-time only increases. They are on-going, permanent increases that county taxpayers believe are going to educate students of the college. **And yet, the District continues to refuse to negotiate wages and benefits.**

So one might ask how the District can continue to decline to negotiate. Where is this money going? On what or whom are they spending it? (We know one thing—the attorney for the District is getting his share: \$85, 987 for the first three months of 2009!)

Are they putting the \$'s in reserves so they don't have to pay us? Playing shell games? Simply saying we don't deserve a raise?

Part-Time Sidebar

We've reported before on the District's refusal to adhere to the new State Assembly Bill, AB 591, adopted this year in California that allows community college districts to increase hiring part-time instructors up to 67 percent, rather than the previous 60 percent, of full-time assignments.

Both UPM president Ira Lansing and Chief Negotiator Paul Christensen have approached the District with sidebars,

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hoping to benefit our part-timers, but both have been disregarded in their attempts. Recently, our representatives on the Union/District Workload Committee (UDWC), Carl Cox and Deborah Graham, made another attempt.

The District's response: "Not agreeable at this time."

How is it in the interest of the District to disallow part-time instructors their due rights? In Santa Rosa, part-time instructors already reap the benefit of this new law. It's curious that at the same time the District is forbidding part-time instructors to improve their working status, it is denying overloads to full-time instructors, saying that its new policy is not to allow overloads if there are part-time instructors available to do the work. Go figure.

Calendar

Early in 2007, UPM and the District negotiated a sidebar exempting the District from instituting a 16 week calendar because, we were told, the process was highly complicated and much work needed to be done before implementation. This was the report that then-VP Anita Martinez gave the negotiation team at the bargaining table. They were working on it, she said, and had already done much of the footwork.

Jump ahead two years. Last week Paul Christensen and John Sutherland met with District representatives who

produced a binder consisting of one letter from the Chancellor's Office and several example calendars from other districts. It was clear that the district reps had done little else to move ahead with the 16 week calendar proposal that THEY had insisted on in the first place.

Hiring

After UPM has been arguing the need for new full-time hires for years, the District has announced that it has agreed to one full-time hire in Non-Credit ESL (With the growth on ESL, we have argued for five new full-time positions.), one in Physics and one in Anthropology. The District could well have filled these positions long ago, as UPM suggested, but only now have they listened to us. We can only ask why it has taken so long.

In all, negotiations are moving at a snail's pace, and even that is a bit of a stretch. To recap: No offers on wages and benefits; no % increase for part-time instructors; no 16 week calendar. At least it looks like we'll be adding slightly to our full-time instructors.

John Sutherland

Social Security Fairness Rally for Teachers

You'll be entertained and informed.

Sat. May 30, 11:00am - 12:30pm.

Location: Berkeley Community Theater
at Berkeley High School
1930 Allston Way, Berkeley

Parking: Allston Garage, one block east
of school, \$5

BART: One block south, one block west
of downtown Berkeley Station

This is a One-Time Shot!

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Social Security Fairness Rally

Numerous organizations will be using this rally as a model to spark action in other cities and states.

Please, Please -- Put everything aside and bring as many people as you can with you to this rally.
We must fill 3,500 seats!

Background information regarding the purpose of the meeting:

Two bills have recently been presented to our legislators. These bills, if passed, would repeal two unjust laws (the Windfall Elimination Provision and the Government Pension Offset) that have financially disadvantaged teachers for decades.

These two unfair laws dictate that teachers who worked in the public sector prior to teaching, or during teaching, may not collect full Social Security benefits at levels that other contributors do, even when they paid the same amounts as others into the Social Security System. Furthermore, teachers may not collect Social Security benefits, at the same amounts as others, from deceased spouses, or collect full Social Security benefits that they earned as a dependent spouse.

President Obama stated he would approve the new legislation if it reaches his desk. So the time is right to act on this.

Most of the public, unfortunately, is not aware of this injustice facing teachers. In fact, many teachers are not even aware of it until they retire. While they receive Social Security statements each year stating what they will receive upon retirement, it is only later that they learn

the statements don't apply to them because they are teachers in CA. And many, who became teachers later in life, were not told ahead of time that they would forfeit Social Security benefits when they became teachers.

This is it! We are so close -- but we need you to show up and be counted! We have the press. We have a beautiful theater that holds 3,500 people. If everyone who came to our first rally brings five other people, we'll fill the theater! Plus --- You'll have a great time and get informed!

Janet Roosevelt, niece of FDR and Eleanor, will speak.

Steve De Peu, CTA retirement committee advisor, will inform you on the impact of the GPO and WEP and what NEA is doing to help repeal this legislation.

You will be entertained by a fabulous band -- The Angry Tired Teachers! They write their own lyrics and will tailor their songs to our cause. They will energize you, and make you smile.

It is important that you R.S.V.P. -- so we will know how many to expect ---

- 1) So we have enough programs and hand- outs
- 2) So the press is informed of how many plan to attend.

Please R.S.V.P. with how many people you are bringing with you:

RSVP to:

rose@socialsecurityfairness.com

Of course, if you forget to rsvp, we will be glad that you choose to attend, even last minute.

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Nothing can be more important than helping fellow teachers, and it will only take a couple hours of your time.

Again -- this is our one shot at this. We must have huge numbers at this rally since it will be used as a model to inform and promote action in other cities and states.

Please note: We will appreciate cash donations at the rally - - to offset the high costs of facility rental, sound equipment, flyers, etc. A basket will be

passed around. No donation will be too small.

So please bring some cash for a contribution, and also bring a pen (so you can fill out some postcards to legislators.)

Thank you.

For more information about the rally, or for more information regarding Social Security fairness, visit our website: www.socialsecurityfairness.com

Your
UPM Website
www.unitedprofessorsofmarin.org

United Professors of Marin UPM-PAC Payroll Deduction Form

The UPM-PAC (Political Action Committee) provides financial support to candidates and measures that support or benefit education in Marin County and the College of Marin in particular. If you would like to support the UPM-PAC with a monthly contribution, small or large, please fill out the form below and send it to the Payroll Office.

To: Payroll, College of Marin

Date: _____

I hereby authorize the Marin Community College to deduct from my earnings the sum of _____ beginning in the month of _____, _____ (year), and each month thereafter, and to remit this sum to the United Professors of Marin PAC #990958 until I revoke this authorization in writing.

Signature: _____

Name _____

Address _____

City : _____

Zip: _____

SSN: _____

UPM Membership Application Form

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

Date: _____

Name: _____

Address: _____

City: _____

Zip: _____

Home Phone: () _____

Campus Ext: _____ Dept _____

Email: _____

SSN: _____

Check the appropriate box:

- Permanent credit or non-credit employee or leave replacement.
- Temporary non-credit employee on the quarter system.
- Temporary credit or non-credit employee on the semester system.

Return to UPM Kentfield campus mailbox or UPM Office, Science Center 136