

37 Years Strong!

UPM

United Professors of Marin  
Local 1610

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Volume XXXVI No. 6, June 2011

# Union Press

## Ponderings of the President

by Ira Lansing

Last month I wrote about changes taking place within the United Professors of Marin, changes that I see as some of the most significant in the last two decades. In this column I will continue those observations, but with a specific perspective towards part-time faculty.

In my capacity as UPM president I receive letters, newsletters, e-mail and communications from more organizations than I would have imagined existed. They cover higher education, K-12, paraprofessionals and anyone else associated with education. Many, but not all, are in some way affiliated with our national organization, the American Federation of Teachers (AFT). One that is not part of AFT, the *Advocate*, is published by the National Education Association. In the June 2011 edition of this newsletter there were three little articles that struck me as relevant to our current situation at the College of Marin. That situation is one where nearly two-thirds of the faculty employed by the College are part-time (adjunct). This is in spite of requirements (unenforced by the Chancellor's Office) that

no more than 25% of the faculty be temporary. It seems College of Marin has fallen into this preferred abyss. The *Advocate* reports that 69% of college presidents "...told the Pew Research Center that they would prefer a majority of their faculty be adjunct or short-term contractors." This preference prevails despite the generally higher costs of employing multiple part-time instructors in lieu of one full-time instructor, despite the potential for reduced contact with students and despite the tendency for lower levels of involvement in institutional affairs by temporary employees. The last two are understandable, given that many part-time faculty are stitching together multiple time jobs in an attempt to earn a living wage. Yet despite these drawbacks, many colleges still fight to subdue their adjuncts.

The *Advocate* reports that East-West University "fired seven of the adjuncts—the ones most active in organizing a new union—then hired them with back pay upon orders of the U.S. Department of Labor."

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St. Xavier University went all the way to the National Labor Relations Board to prevent part-time faculty from joining a teachers' union, claiming "their [the University's] religious character should prevent faculty unions." However, as the NRLB observed in their ruling against the university, full-time faculty on the campus are already organized and the school's articles of incorporation "don't contain any reference to religion, and that none of its funding comes from religious groups. Furthermore, students aren't even required to study Catholicism." Yet the efforts persisted.

At the College of Marin, while far from a perfect system, our Collective Bargaining Agreement affords part-time faculty many rights not enjoyed by adjuncts at other community colleges. One need only look at some of the pending legislation in California to see that our contract has been in the vanguard of part-timers' rights: the State is proposing the requirement that part-time credit faculty be paid pro-rata on the full-time salary schedule, although the percentage would be negotiable (UPM already has this at 95% pro-rata). Other legislation would mandate that part-timers would not lose any privileges or seniority if they do not teach consecutive semesters (UPM has this in our contract with ETCUM and ETNUM status).

My purpose here is not to tout the magnificence of our Contract. Far from it—there are many improvements that should take place and until there are no contractual differences between myself as a permanent

employee and the person in the room next door doing the same thing as I am, who just happens to be temporary, then we do not have true equality. I am pointing out the vulnerability of part-timers, sometimes in spite of their best efforts.

UPM very clearly recognizes these conditions, and we are attempting to correct them on many levels. The first, as has been described previously, is to bring every part-time Union member into closer proximity with UPM. Unless we hear from you, and equally important, unless we can share with you, improvements are difficult. The step to accomplish this was to assign every Union member to one of our thirty or so Leadership Cadre volunteers. Each Leader will be responsible for about 10 faculty, full-time or part-time. The contact with each of you starts with a dialog about what UPM is planning on doing, what you would like to see UPM do, and how we can stay in contact with you. This will allow your Leader to complete a questionnaire that can be used to generate bargaining strategies, political actions and anything else that is essential to gaining and maintaining the best working environment for our faculty.

So when you hear the knock on your door or get the phone call, please take the ten minutes to talk with your colleague. This will be the first step in all of our efforts to stay in touch, stay informed and to stay involved. In the meantime, while you are waiting, find some time in all of this to have a healthy and relaxing summer.

### **Keep in Touch with Your Union News**

Visit the UPM website for the most recent bargaining updates, newsletters, union announcements and more.

Looking for a side-by-side comparison of the new and old contracts?

**[ww.unitedprofessorsofmarin.org](http://ww.unitedprofessorsofmarin.org)**

## Grievances: Don't Make Me Sick

For the first time in years, the grievance board in the UPM office is clear and the packet for the upcoming Board of Trustees meeting shows no existing or potential litigation concerns with UPM. This is great news. Of course, many of you will not read this until you return from your summer excursions to Paris (ho-hum), Prague (cool) or St. Petersburg (way cool), so while you're sorting through your stack of mail, please consider the following notes to ward off any potential grievances.

One change in the new contract that we should all be aware of is in Article 5, Leaves, particularly sick leave. Here are some highlights of the new language:

### 5.2.12

The sick leave days shall be converted to hours for recordkeeping purposes. Sick leave will be charged against accumulated sick leave based on a 37.5 hour workweek (per Article 8.1 of CBA) and a 175 day work year. Unit members shall report absence from assigned and/or unassigned duties. Should a Unit Member be absent for part but not all of a day, he/she shall report the length of time (rounded to the nearest half hour) and the duties performed to prevent the deductions of sick leave hours for which service to the district was provided.

Sick leave hours shall not be deducted from any Unit Members accumulated sick leave account if he/she has submitted an absence report identifying the duties performed during unassigned hours on partial sick leave days.

Translation: When calculating sick leave, you must consider assigned AND unassigned hours (test prep, paper grading, journal reading, on line class time, etc.). The responsibility of accounting for duties falls to the faculty member. An ordinary instructional work week is 37.5 hours, and a normal load is 15 teaching hours with four office hours. That leaves 18.5 unassigned hours, with no delineation of how many unassigned

hours you can do in any given day, as long as your calculation doesn't defy logic.

Although the term "sick leave" suggests illness on the part on the unit member, this is not always the case. We can, by submitting a written request to our immediate supervisor or designee to secure advance permission, also utilize Personal Necessity Leave (CBA 5.4):

A unit member may use, at his/her election during any contract year, not more than twelve (12) days accumulated sick leave in case of personal necessity. Personal necessity is defined as an urgent situation, which is imposed on a unit member, over which he/she has no control, and which he/she cannot reasonably be expected to anticipate or disregard and which requires the unit member's presence during his/her normal work day.

Additionally, we can use sick leave for illness of a child, parent or spouse (5.2.14 and 5.2.15). As with Personal Necessity, each of these leaves requires advanced permission.

Finally, our contract also allows us to use sick leave for Matters of Compelling Importance:

**5.2.16 A unit member shall, at his or her election and without prior approval, be granted up to a maximum of six (6) days leave of absence in any contract year in cases of compelling importance.**

Under this heading, no prior approval is required.

Accounting for use of sick leave days falls to you; know your contract and avoid problems (grievances) by understanding your rights and following through on your responsibilities.

John Sutherland  
UPM Grievance Officer

## CONNECTING THE DOTS

News and Opinion

by Arthur Lutz

### FREIERS

In a Sci-Fi story written some years ago, an android from an alien planet was sent to explore earth in advance of a possible invasion. And so that he might not arouse suspicion his circuitry was wired so that he would follow all the rules, regulations and customs of the earth community where he would live and comply with all personal requests made of him. If a neighbor wanted to borrow a dollar or use his phone he would always say yes. If he were about to cross a street and the crossing sign flashed *WAIT*, he would wait as instructed. He drove no faster than the posted speed limit and was always polite and gracious. He was programmed to be obedient, law abiding and accommodating.

Things went well for a while. He became well-liked and trusted by his neighbors who were unaware of his true nature or his mission. But after a time his acquiescence to everyone's requests became a problem. People began to take advantage of him and he became known as an easy mark. Neighbors would borrow his camping equipment and never return it. Insurance salesmen would sell him policies he didn't need. His house became filled with items purchased from door-to-door pitchmen. He was besieged with all sorts of offers and became prey to innumerable requests for charitable donations. And because he was programmed to acquiesce to everything that was asked of him, he would never refuse.

He was what the Israelis call a *freier*; the slang word for 'sucker' – someone easily

manipulated or taken advantage of by others.

Nobody wants to be a *freier*. But it's a delicate balance. On the one hand it's an admirable trait to be polite and law abiding and accommodating to others. On the other hand, none of us wants to be duped or deceived into doing things that are not in our best interests. Fortunately most of us are able to recognize when we are being manipulated.

Unfortunately, many of the trustees on our Governing Board have not been so discerning.

Since the start of the Fran White administration we have had a majority of trustees who have been *frei*ers – suckers who have been deluded by attorneys, consultants and construction sharpies into policies and procedures that have not been in the best interests of our college, including a quarter-billion-dollar construction bond for buildings that neither satisfy the teaching or learning needs of our faculty or students, nor the growth projections of our college – structures that are visual blights on campuses that were once considered aesthetic jewels of architectural and environmental design – a new Fine Arts building that looks like an industrial cement factory, and a cell-block structure on the IVC campus more fitting for prison construction than for the halcyon setting that it inhabits. And while blithely supporting these fiascos, our trustees have:

- Ignored the need for full-time faculty hiring
- Reduced summer school offerings
- Decreased instructional equipment allocations

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- Underfunded maintenance and janitorial services
- Discarded a faculty-driven technology replacement plan
- Abandoned services that serve underrepresented students
- Leased out our facilities to the detriment of our own programs, and
- Allocated millions of dollars for attorneys to fight faculty and staff grievances and resist Collective Bargaining Agreements.

College of Marin deserves better than to have a Board of Trustees composed of **freiers**.

Many of us believe that the trustees on our Board who were responsible for these debacles should be held accountable and should not be re-elected at the next Board election in November. To that end, UPM will be interviewing candidates for the

upcoming election and will be recommending those whom we believe our faculty and the Marin voters should support, and those who we think should be replaced. Our UPM Political Action Committee (*UPMPAC*) will be providing tangible assistance (as permitted by FPPC regulations) in support of these recommendations. Your voluntary payroll deduction contributions will help fund these activities.

We intend to try to alter the composition of our Governing Board so that we will no longer have a Board composed of **freiers** – trustees who are manipulated by self-serving special interests and vindictive left-overs from the White administration. Rather, a Board with independence who will work to support our students, our faculty, our staff, and our educational mission.

## UPM Committees and Staff

2010-2011

<p><b>PRESIDENT</b> Ira Lansing</p> <p><b>BARGAINING TEAM</b> Paul Christensen (Chief Negotiator) Theo Fung, Arthur Lutz, Michele Martinisi, Laurie Ordin, Patty O'Keefe</p> <p><b>UPM-PAC</b> Arthur Lutz, Laurie Ordin, Co-Chairs</p> <p><b>GRIEVANCE OFFICER</b> John Sutherland</p> <p><b>TREASURER</b> Theo Fung</p> <p><b>BUDGET MONITOR</b> Deborah Graham</p> <p><b>BAY 10 REPRESENTATIVE</b> George Hritz</p> <p><b>CCC REPRESENTATIVE</b> Open</p>	<p><b>NORTH BAY LABOR COUNCIL REP</b> Tom Behr</p> <p><b>PROFESSIONAL AFFAIRS COMMITTEE</b> Bonnie Borenstein, Carl Cox</p> <p><b>WORKLOAD COMMITTEE</b> Theo Fung, Deborah Graham</p> <p><b>HEALTH AND SAFETY COMMITTEE</b> George Adams, Chris Schultz</p> <p><b>PROFESSIONAL STANDARDS COMMITTEE</b> Arthur Lutz, Bonnie Borenstein</p>	<p><b>SABBATICAL LEAVE COMMITTEE</b> Walter Turner (Chair), George Hritz, Radica Portello, Chris Schultz</p> <p><b>CRA TRUST</b> Sarah Brewster, Judy Coombes, Ed Essick(Chair), Ira Lansing, Laurie Ordin</p> <p><b>UPM EXECUTIVE COMMITTEE</b> Ira Lansing, Paul Christensen, Bonnie Borenstein, Carl Cox, Deborah Graham, Arthur Lutz, Michele Martinisi, Laurie Ordin, John Sutherland</p> <p><b>WEB MASTER</b> Mike Ransom</p> <p><b>UNION PRESS EDITOR</b> John Sutherland</p> <p><b>EXECUTIVE SECRETARY</b> Teresa Capaldo</p> <p><b>PART-TIME REPRESENTATIVE</b> Tom Behr</p>
<p><i>37 Years Strong!</i></p>  <p><b>UPM</b> United Professors of Marin</p>		

## CFT Hires Dan Martin as New Executive Director

The following article recently came from CFT. Many of us know Dan Martin for the excellent organizing work he's done with UPM. This is a win-win deal. Dan will now be CFT's Statewide Director and UPM will continue to benefit from his leadership. Congratulations, Dan!

### ***Inside CFT***

June 24, 2011

#### **Shelleda retires, Martin hired**

The CFT is pleased to announce that Daniel Martin has been hired as CFT's new Executive Director, replacing Margaret Shelleda, who is retiring after ten years in the top staff position.

Margaret oversaw CFT staff and was the animating administrative force behind the CFT convention each year. A union activist and staffer for more than forty years, she was acknowledged by former CFT president Marty Hittelman as "the glue that held the organization together."

Dan, a native San Franciscan, has worked in the labor movement for 25 years, most of that time with United Healthcare Workers West. When Dan joined UHW in 1985, its membership stood at 24,000. Dan was part of a staff team that by 2009 had worked with the rank and file to organize and grow the union to 150,000 members. The UHW was also recognized for negotiating the best healthcare industry contracts in the country.



While at UHW, Dan served in a number of staff positions, including field representative, assistant director of the union's Long term Care Division, and, in his last 12 years, Assistant to the President. In addition to coordinating union-wide projects, Dan had administrative oversight of the Union's Education, Research, Communications and Political departments.

Dan lives in Fairfield with Maria Ayala-Martin, his wife of 27 years. They have two daughters, Jessica, who is 22, and Elizabeth, 20. Both are college students here in California. You may reach Dan for official CFT business in the Alameda office, 510-523-5238, or [dmartin@cft.org](mailto:dmartin@cft.org).

So long, Margaret! We thank you for your dedication to the CFT, and wish you well in your golden years. And welcome, Dan!



#### **Letters to the Editor**

Feel free to voice your comments and/or opinions concerning any Union related article or issue. Letters should be signed, but names will be withheld upon request.

Please direct your letters to [john.sutherland@marin.edu](mailto:john.sutherland@marin.edu)

## UPM Membership Application

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

Date: \_\_\_\_\_ Email: \_\_\_\_\_

Name \_\_\_\_\_ SS #: \_\_\_\_\_

Address: \_\_\_\_\_ Department: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Campus Ext.: \_\_\_\_\_

### Check the appropriate category:

I am a permanent credit or non-credit employee or leave replacement.

I am a temporary non-credit employee on the quarter system.

I am a temporary credit or non-credit employee on the semester system.

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

## 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

Zip: \_\_\_\_\_

SSN: \_\_\_\_\_

# UPM

**United Professors of Marin**

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## UPM Student Grant

A few years back, UPM established an annual grant for students in need of emergency support. Please encourage disadvantaged students who need funds for books or other supplemental support to see Margaret Eliot in the College of Marin Foundation.

The UPM Fund currently has a balance of nearly \$1500 to assist students.