

36 Years Strong!



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Volume XXXV No. 8, August 2010

# Union Press

## Ponderings of the President

by Ira Lansing

As this column has said in the past, there is an old Chinese *curse*: “May you live in interesting times.” It would seem that once again, we are in interesting times. The following Q&A may help you to see what is so interesting, but more importantly, give you direction to make a major decision.

***What are the times in which the membership of UPM now finds itself?***

The members have a contract proposal, a Tentative Agreement (TA), to consider and will need to vote to accept or reject the TA.

***How and when did all of this get started?***

During the spring of 2006 the District and UPM began negotiating re-openers within the 2004-07 Collective Bargaining Agreement (CBA). Those negotiations took more than a few months and both parties agreed to roll those discussion over into the bargaining for the new contract that would presumably cover 2007-10. The bargaining for this new contract, along with the previous re-openers, began in the spring of 2007. Those negotiations went on for over

one-and-a-half years, with no significant progress. The District wanted to deal with approximately 18 of the 26 contract articles, UPM wanted to hear offers on wages and benefits among other items, and the talks did not come to a mutually agreeable resolution. Both parties, at the request of UPM, agreed that impasse had arrived. Note that at this time if either party felt there was more that could be discussed meaningfully, they could object to impasse and go back to bargaining. The District never offered an objection.

***What happens after impasse is declared?***

Declaration of impasse is the first step in a three step process. In the second step, a neutral third party, a mediator, is appointed by the State. This happened in the fall of 2008. The mediator engages in “shuttle diplomacy”, going back and forth between the two parties, in an attempt to bring closure on the outstanding issues. The mediator himself came to the conclusion that this process of mediation was not going to work and ordered the parties into fact finding.

*Continued on 2*

***What is fact finding?***

Fact finding is the third step in the process. A panel consisting of three people, one selected by each of the two parties and one appointed by the State, hears arguments from UPM and the District on the outstanding contract issues. At the end of the usually 2-3 days of hearings the fact finding panel issues a report. Before that report is made public, there is a 10 day period during which the parties can go back to the table and bargain. After that, if unsuccessful, the report is made public and the College Board of Trustees has three options: continue to bargain, adopt the report and impose it as the new contract; or impose their last, best, final offer. If a contract is imposed, the faculty can either accept it or engage in a job action in an effort to bring the District back to the bargaining table to negotiate a mutually agreeable contract. UPM and the District began fact finding in February, 2009.

***Where is the fact finding report?***

Fact finding for UPM and the District has not ended so there is no report yet. What in most cases is a few days, for UPM and the District is now over 18 months (the longest in the history of community college fact finding and the longest in the State of California). During the fact finding hearings the parties agreed to let the State appointed fact finder act as a facilitator in facilitated bargaining. This is similar to mediation, but took place in our fact finding because of the length of time the process was taking. This was another attempt to settle things that could not be settled before. Essentially it gave the parties a chance to have a second neutral person (after the mediator) look things over. But this time the person was the same as the one who would write the fact finding report, so presumably the parties might glimpse where he might come from in that final report. This fact finder heavily

guided the process and moved the parties in the direction of proposals that he might consider “reasonable”, if not already agreeable.

***If there is no fact finding report, what has come out of this facilitated process?***

The parties have produced a Tentative Agreement (TA). This is a document that represents the end of facilitated bargaining and is presented to the Trustees and to the UPM membership to accept or reject.

***But if it is an “Agreement”, what is left to consider. Isn’t it already “agreed” to?***

Every contract negotiations produces a tentative agreement. It is the mechanism by which the parties say “we’re done for now; it is up to you, the constituency, to decide”. All of the dozen or so past CBA’s have ended with a TA. And the membership voted on all of those. Up until now the process was much faster (averaging about 19 months from opening proposals to the TA) and apparently less controversial. So nothing has been agreed to except to let the membership decide on the TA.

***When does the UPM membership get to decide?***

The membership will assist in deciding that. There will be two meetings in September (watch for a separate announcement with specifics), one on each campus. At both of them there will be discussion of the pros and cons of the TA with an opportunity for questions. At the first one on the Kentfield campus it will also be decided how (not when) a vote will take place: either by secret ballot on site or by mail ballot. At some point after these two September meetings the members will vote on the TA.

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***If the TA is accepted, what happens next?***

The document (see [www.UnitedProfessorsofMarin.org](http://www.UnitedProfessorsofMarin.org) for the full text and related discussion documents) is our new CBA and expires in 2012. There is one opportunity for re-openers on one item, along with wages and benefits, in 2011. Bargaining for the next new contract would begin in the spring of 2012.

***If the TA is rejected, what happens next?***

The parties are back in fact finding. The presentation portion had previously concluded, so now the parties are left to write up their briefs. This particular appointed fact finder has asked for written briefs in addition to the oral arguments. Presumably these briefs will assist him in writing his final report, and the process will then proceed as described above (see “What is fact finding?”). Of course in everything

described above there is nothing that prevents the Union and the District from sitting down and trying to work things out, regardless of where we are in the process.

Hopefully this Q&A has given you a historical perspective and a clearer sense of how we got to where we are today, something that actually began almost five years ago. Nothing in this column discussed the merits of anything in the TA, and that discussion is equally important. Attend as many of the Special Membership meetings as possible, ask your questions, offer your opinions and get to the point that you understand the meaning of, and the consequences of, a vote to accept or reject the Tentative Agreement.

Until that happens, as always, stay informed, stay involved, stay in touch.



Tick-tock, tick, tock, time on the clock.  
Amount paid for annual retainer to School and College Legal Services of California:

**\$35,000.00**



**District Agrees to Abide by State Law/Increase Part-time Work up to 67%**

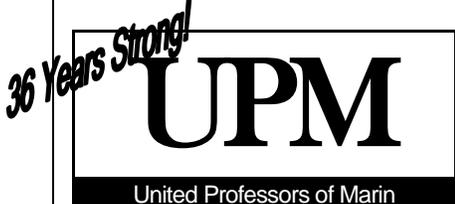
The 67% Part-Time Load Bill, AB-591, went into effect on January 1, 2009. The Bill’s intent was to allow part-time instructors to teach up to 67% of a full-time load (up from 60%). The benefits are obvious. However, until recently the District has refused to consider implementation of the new law, turning down three different sidebars proposed by UPM to improve conditions for part-time instructors.

Now, a year and a half after the Bill’s adoption on the State level, the District has seen the light. An August 24 email has confirmed that the 67% limit is now in effect. Chairs have been notified to schedule up to 10 units for part-time faculty, effective for spring 2011.

## UPM Building Reps

Use the following list to identify your building representative and how best to contact them. We hope you will use this opportunity as another avenue for communication to and from your Union.

<b><u>Building:</u></b>	<b><u>Contact:</u></b>	<b><u>Campus Extension or Email:</u></b>
Austin Science Center	Ira Lansing	7531
Business Center	Mike Ransom	7579
Dance, Landscape, Fine/Visual Arts	Deborah Graham	<a href="mailto:Deborah.graham@marin.edu">Deborah.graham@marin.edu</a>
Dickson, Fusselman Hall	Tara Flandreau	7576
Harlan Center	Paul Christensen	7635
IVC Campus	John Sutherland	7434
Learning Resource Center	Arthur Lutz	8518
Part-time Faculty	Carl Cox	7423
	Tom Behr	<a href="mailto:tom.behr@marin.edu">tom.behr@marin.edu</a>
	Deborah Graham	<a href="mailto:Deborah.graham@marin.edu">Deborah.graham@marin.edu</a>
	Michele Martinisi	<a href="mailto:Michele.martinisi@marin.edu">Michele.martinisi@marin.edu</a>
Physical Education	Ira Lansing	7531
Student Services	Theo Fung	7389

<b>UPM Committees and Staff</b>		<b>2010-2011</b>
<p><b>PRESIDENT</b> Ira Lansing</p> <p><b>BARGAINING TEAM</b> Paul Christensen (Chief Negotiator) Theo Fung, Arthur Lutz, Michele Martinisi, Laurie Ordin, vacant</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, Treasurer</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), Patricia O'Keefe, 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>
		

## Fall, 2010, Opening Day General Membership Meeting/ Bargaining Update

On Friday, August 13, over 130 UPM members--full-time, part-time, credit and non-credit--attended the general membership meeting. Many members eloquently and passionately expressed their opinions on the proposed Tentative Agreement (TA). Since the UPM Executive Council had presented the TA to the membership with "No Recommendation" (as opposed to "Accept" or "Reject"), feedback from all segments of the faculty was important.

Some members expressed surprise and outrage at the contents of the TA, and some of the elements of the proposal were only first presented to UPM by the District at the last bargaining sessions and, therefore, could not have been shared with the members much before this meeting. For example, the District's offer on health care as presented was different from previous offers and had not been seen by the Bargaining Team until the last days of facilitated bargaining. UPM's attorney will review the legality of this type of action by the District and, if warranted, the possibility of legal action.

As the meeting continued into the afternoon, a straw vote, a sense of the temperature of the membership, on the TA was taken. This vote is non-binding and informal, but 95.5% voted to REJECT the TA, 1.5% voted to accept it and 3% were not sure at this time.

Given this early sentiment of the TA, the membership will still have opportunities to ask questions and express their opinions on the TA before a formal vote is taken. The first meeting will be held in Kentfield on Friday, September 10 at 10:30 A.M. in Fusselman Hall; the second at IVC on Sunday September 19 at 10:30 A.M. in Building 15, Miwok, Room 181. One of these meetings can also be used to decide whether the UPM members will vote by secret ballot on site or by mail ballot.

It is critical that people attend these meetings and express their thoughts on the TA. This type of direction is essential if we are to proceed to a contract that is acceptable to the membership. A formal vote by UPM members will take place later in September.

Following is a summary (prepared by Arthur Lutz and Michele Martinisi) of the District's "Last Best Offer," which the District could impose if the TA is rejected. A complete summary with text of the District's Last Best Offer, the TA, and the current (2004-2007) Contract Provisions can be found at **[www.unitedprofessorsofmarin.org](http://www.unitedprofessorsofmarin.org)**

For the latest and most complete breakdown of the current Contract, the Tentative Agreement and the District's Last Best Offer (DLBO), go to:

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

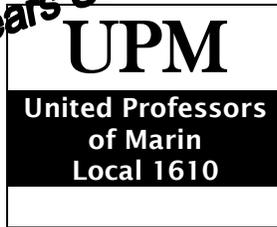
*Continued on 6*

## *UPM Summary of District Last Best Offer (DLBO)*

<p><b>Article 1: Recognition</b></p>	<p>District may eliminate any or all current coordinator units at their discretion without negotiation.</p>
<p><b>Article 3: Wages</b></p>	<p>0%, 0% and 0%</p>
<p><b>Article 4: Benefits</b></p>	<p><b><u>98 Full-time Unit Members:</u></b> DLBO: Medical benefit cap to be determined by Benefit committee, \$20 co-pay; no change in dental, vision or disability benefits. <b><u>74 Part-time Members:</u></b> DLBO: Medical Benefits for eligible employee and employee + one coverage are capped at \$900.72, \$5 co-pay.</p>
<p><b>Article 5: Leaves</b></p>	<p><b><u>Sabbatical Leave</u></b> 5.6: District LBO (DLBO) establishes additional criteria for granting sabbatical leave. 5.6.8.1: (DLBO) Reduces Faculty participation and increases District participation on Sabbatical Leave Committee. 5.6.12: District determines conditions under which faculty may change Sabbatical Leave due to accidents or illness.</p>
<p><b>Article 6: Transfers and Assignments</b></p>	<p><b><u>Assignments</u></b> 6.4: DLBO adds subjective District Criteria and potentially increases length of workweek for faculty assignments. 6.5.2: DLBO adds/increases assignable activities for faculty. <b><u>6.8 Assignment of Temporary Credit Units</u></b> 6.8.1 (2): DLBO Increases length of time (from two to six semesters within a four year period) in order to attain ETCUM status. 6.8.1 (F): District LBO eliminates Emergency Hire status.</p>
<p><b>Article 7: Evaluation</b></p>	<p><b><u>7.2: Evaluation Procedures: Probationary Unit Member</u></b> DLBO Eliminates required UPM participation in evaluation. DLBO Adds Department Chair to evaluation process. 7.2.5 Evaluation (Probationary Unit Member) Unannounced classroom visits may be utilized. <b><u>7.3: Evaluation Procedures: Permanent Unit Member</u></b> Eliminates required UPM advisor. Adds District Manager to evaluation process. Unannounced classroom visits may be utilized. <b><u>7.3.7: Recommendations for Individual Improvement.</u></b> Mandates performance improvement program at District request.</p> <p style="text-align: right;"><i>Continued on 7</i></p>

<p><b>Article 7 Evaluation (cont.)</b></p>	<p><b><u>7.3.8 Causes for Further Action</u></b>  <b>DLBO Makes permanent unit members subject to removal from their positions based on District judgments made during evaluations.</b>  <b><u>7.6: Evaluation Procedures: Temporary Credit Unit Member</u></b>  <b>Unannounced classroom visits may be utilized as needed</b>  <b>Unlimited evaluations may be performed at District discretion.</b>  <b>7.8.7</b>  <b>DLBO eliminates statute of limitations for District punitive action.</b></p>
<p><b>Article 8: Workload</b></p>	<p><b>8.1.2: DLBO Increases assigned required hours at District discretion</b>  <b><u>8.4: Full-Time Instructors' Schedule</u></b>  <b>DLBO Redefines work week.</b>  <b><u>8.5: Counselors' Schedule</u></b>  <b>DLBO redefines Counselor's duties and schedule.</b>  <b><u>8.7: Librarians' Schedule</u></b>  <b>DLBO increases managerial oversight for librarian scheduling.</b>  <b><u>8.15: Overload</u></b>  <b>DLBO eliminates nonteaching overloads for UPM work as guaranteed in Article 8.3.2.</b>  <b><u>8.17: Faculty Hiring</u></b>  <b>DLBO mandates faculty participations in hiring procedures and selection committees.</b>  <b>Authorizes punitive actions for non participation in above.</b></p>
<p><b>Article 12: Grievance</b></p>	<p><b><u>12.13.3: DLBO increases costs to UPM for arbitration.</u></b></p>
<p><b>Article 13: Board/Agent Relations</b></p>	<p><b>DLBO eliminates UPM photocopy allotment.</b>  <b>Eliminates UPM rented office space.</b>  <b>Eliminates UPM ability to purchase overload units for union work.</b>  <b>Reduces District unit allocation to UPM.</b></p>
<p><b>Article 14: District Rights</b></p>	<p><b>DLBO Amends District rights Policy to delete and/or compromise covenants enumerated in current CBA.</b></p>
<p><b>Article 16: Upgrading of Faculty</b></p>	<p><b>District LBO eliminates faculty input and contractual protections in upgrading – deletes Art. 16.</b></p>
<p><b>Article 23: Term</b></p>	<p><b>3-year agreement expires June 30, 2010</b>  <b>Reopens within 90 days</b></p>
<p><b>Article 24: Professional Standards</b></p>	<p><b>DLBO eliminates faculty protections enumerated in CBA.</b></p>

**36 Years Strong!**



## **United Professors of Marin**

American Federation of Teachers • Local 1610

P.O. Box 503 • Kentfield, CA 94914

Phone: (415) 459-1524 • Fax: (415) 459-1524

[www.unitedprofessorsofmarin.org](http://www.unitedprofessorsofmarin.org)

### **NOTICE OF SPECIAL MEMBERSHIP MEETINGS**

**Note: There will be two meetings held as follows. You *must* be a Union Member (UPM, AFT/CFT Local 1610) to attend and vote. To verify your membership, contact the UPM office at Extension 7754.**

**FIRST MEETING: FRIDAY, SEPTEMBER 10, 2010 at 10:30 A.M.**

**WHERE: KENTFIELD CAMPUS, Fusselman Hall, Room 120**

**AGENDA: DETERMINATION OF VOTING PROCESS (HOW not WHEN)**

**SECOND MEETING: SUNDAY, SEPTEMBER 19, 2010 at 10:30 A.M.**

**WHERE: IVC CAMPUS, Building 15—Miwok, Room 181**

**Pot-luck picnic to follow--consider this a Labor Day picnic!**

**The agenda for these meetings, in addition to what is stated above, is as follows:**

- **To provide more information on the TA (additional materials will be distributed prior to the meetings).**
- **To answer any questions on the TA.**
- **To answer questions on what it means to accept or reject the TA.**
- **To hear from the members specifically what is acceptable and what is not acceptable.**
- **To explain to the members what the next steps in bargaining would be if the TA is acceptable.**
- **To hear from the members specific additions or changes if the TA is not acceptable, and what the next steps would be.**

**We encourage you to attend both meetings!**

## Faculty Mobilizer

**United Professors of Marin** Local 1610

Salary: \$62.66/hour

Reports to: UPM Executive Council on a weekly basis

Schedule: Part-time, approximately 25 hours/month for three months, may include some weekends, evenings and occasional travel

Begins: mid-August

### About the Position

United Professors of Marin (UPM) seeks a highly enthusiastic individual to help oversee efforts to recruit, mobilize, organize, and build solidarity among union members and other unions.

UPM represents all permanent and temporary faculty who work in the credit and non-credit programs at the College of Marin (both Kentfield and Indian Valley Novato campuses). UPM is an affiliate of the American Federation of Teachers (AFT) and the California Federation of Teachers, as well as the AFL/CIO.

### Specific Responsibilities

- Plan, launch and direct a new organizing campaign
- Write campaign materials, reports, press releases and fact sheets for review
- Educate faculty unit members on current and future contractual issues, responding to questions on same
- Attend meetings with other labor organizations or community groups for the same purpose
- Recruit non-unit members of the faculty into the Union
- Develop an expertise in campus policies and politics

### Qualifications

- Prior campus and/or union organizing campaign experience preferred
- Excellent verbal and written communication skills
- Very well organized
- Able to articulate complex policies and concepts in everyday language
- Able to see projects through to completion
- Fast learner
- Creative and open minded, able to adjust course in mid-stream
- Able to work independently and with direction as needed

*This position is outcome oriented and prospective candidates should come prepared to present a plan on how to mobilize, increase membership and participation in UPM's activities and positions as well as greater communication and attendance from membership.*

### To Apply

Interested candidates should send a letter describing qualifications and experience relevant to the position, with a current resume, to: United Professors of Marin, PO Box 504, Kentfield, CA 94914. For more information about UPM see: [www.unitedprofessorsofmarin.org](http://www.unitedprofessorsofmarin.org)

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