



UPM's Tuesday Debriefing

February 26, 2008

How It Works

When a collective bargaining agreement is in place, neither part may unilaterally change the existing contract. Both parties can agree to make a temporary or permanent change (see Updates below), but anything else is an unfair labor practice. At times it happens that circumstances change and existing language may no longer be applicable. Under some circumstances the employer may proceed with the changes, but it then falls within the Union's rights and responsibilities to "demand to negotiate the impact of the changes". Over the last few months various representatives in the District made public statements that have led UPM to believe that changes in current contractual practices could be underway. The following demand was presented by **UPM President Ira Lansing** to the **College of Marin Board of Trustees** at their February 19 meeting:

In a letter to the editor of the *Marin Independent Journal*, Board of Trustees President Carole Hayashino wrote that the College of Marin "is undergoing a historic transformation" and spoke about enrollment in a new type of class: "noncredit *academic* classes" [emphasis added].

Superintendent/President Frances White stated in an interview with a reporter from the *Independent Journal* that the College of Marin has "been a privileged institution and now here comes a new population of students... . The demographics of the county are changing; it is browning."

The Academic Senate president addressed the Board of Trustees last semester and said "I think the future of this college may well lie with our commitment and service to the already self-defined pool of potential occupational and transfer students currently in our non-credit and basic skills classes."

As seems to be the behavior in this District, if you say something enough times, people begin to believe you. And if it is voiced by three presidents, then it must be true!

To the best of my knowledge there has been no program review, no Educational Master Plan coordination, no consultation with department chairs regarding any of these changes.

As long as correct procedure is followed, as long as the governance system is properly involved, as long as contractual requirements are adhered to and/or negotiated, UPM has absolutely no objection to any of the changes that may result.

However, because there seems to be a somewhat wholesale disregard for process and there have been no denials publicly or in writing regarding any of the aforementioned changes, UPM puts the District on notice that it is asserting its right to demand to negotiate the impact of these changes on its unit members, which include full-time and part-time faculty, credit and non-credit alike; all of whom appear to be directly affected by the previous presidential statements. This presidential statement may now be included with the other three.

Updates...

Sick Leave Donations

Pending final signatures, UPM and the District have agreed to a sidebar that would allow a faculty member taken by a “catastrophic illness” to receive a total of 30 days of donated sick leave. This doubles from the current contract the number of sick days that may be donated. There are two compromises in the agreement (done to expedite the process): the 30 days is a one-time only agreement, although why this, or even a more established Sick Leave Bank, could not be part of our contract is unclear; second, once the agreement is signed, the donations must occur within thirty days of the signing. UPM will send out a notice when this window opens.

Retirement Incentive Savings

Without going into the full history, the details on the money owed to faculty, going back to 2004-2005 has been nearly completed by UPM. One major stumbling block is the interest rate the District will have to pay to faculty on this money. The arbitrator who heard the original case has been asked to make a determination, which at press time, was about two weeks overdue.

Have a great week!