



UPM's Tuesday Debriefing

March 11, 2008

Updates

Upgrading

The qualifying disciplines were reported last week. This list was obtained from the District and done as per the contract. A few questions were raised by Union members regarding the disciplines that qualify immediately; i.e., no full-time faculty in the discipline.

- Do Japanese and American Sign Language really qualify if they do not have a minimum of 39 teaching units, as specified in the contract?

Technically, yes, since the 39 units is only a requirement for the upgrading procedure, not the “vacant full-timer” clause. In practice it may not make sense to actually hire in these disciplines if there is not a certain minimum number of units.

- Why is Environmental Landscaping listed when there is a full-time faculty in that area?

The full-timer in that discipline is split between Biology and Landscaping. One could argue that means no full-timer in the discipline.

- Why is Auto Body *not* listed? There is no full-timer in that area.

There is a full-timer in that area, split between Auto Tech. and Auto Body. One could argue that means there is a full-time faculty in the discipline.

Oops! Do you see a conflict between the last two arguments?! Guess **UPM** will need to delve into the critical thinking processes of the District. Fortunately (?hah!), the District does not intend to hire any time soon, so there will be time to straighten this out. This never used to be a problem. The lists were generated regularly. What has changed?

Thanks to all the Union members who brought these issues to our attention. Unlike the **District** which knows all and sees all, UPM does depend on its membership for information, feedback and support.

Retirement Incentive Savings

Flash! Arbitrator rules in UPM's favor, again. This time the issue was the interest rate. UPM argued that the rate should be that established by the California Public Employment Relations Board (PERB), ultimately the overseeing body in all cases.

The District argued it should be the local bank rate. The arbitrator ruled for the PERB rate. The arbitrator also billed each party \$750 to make this determination.

So who comes out ahead here? Not the District—cost them time and money. And not UPM—cost us time and money. Hmmm. But it is not yet over. The District has also filed with the arbitrator a request to reconsider certain points that have already been decided. It seems the District has rethought some things and wants to look at them differently. More time, more expense. So, we might ask again, who comes out ahead here?

If the District had complied with the original agreement back in 2004, it would have saved over \$285,000 in *interest alone!* For those of you who care, this money is truly at the expense of the **Taxpayers of Marin County**. But this type of expense seems to be justifiable to the administration and the **Board of Trustees**. Now you really have to wonder why this type of spending is acceptable.

And on that costly note—have a great week!