



30 Years Strong!

United Professors of Marin

American Federation of Teachers • Local 1610

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The District's Proposal on Article 3:

0% salary increase, 0% COLA

Children's Center employees will be excluded from wage increases provided to other unit members.

The Way It Is Now:

Any salary adjustments for us have expired with the current contract. That is, as of July 1, 2007, the only raises will be negotiated ones. Remember that the recent retroactive settlement was just that—a settlement from a legal case won by UPM and it was not a negotiated raise under the current contract. UPM unit members have seen no contractual raise since 2006.

Historically UPM has sought salary increases that put us commensurate with other comparable districts, specifically the Bay 10. But now that Marin is a Basic Aid district and not as dependent on State funding, we are proposing that our increase over the next three years of the contract moves us into the mean of the salaries of the other Basic Aid districts.

In addition, at the start of this semester, based on a suggestion made by the District, UPM proposed to the District a "labor truce": sign off on the language already mutually agreed upon (mostly technical adjustments) and provide a cost of living adjustment of 2.9% for one year, and we will consider the contract settled for 2008. The District's response to all of the above was "no"; your salary increase, your COLA will be 0%-0%-0% for the three years of the contract.

To further test the seriousness—actually the lack of it—of bargain meaningfully, UPM proposed within mediation to accept ALL of the District's language in exchange for our proposals on salary and benefits. While the District chose not to respond in the timeframe necessary and the offer was subsequently withdrawn, the offer did go to the Trustees who sent back the message that their bargaining team "has no authority to negotiate" over salary or anything else.

What It Means for All of Us:

It would seem the money is not really the issue. The current District budget indicates an *increase* in revenue over last year, and future funding under Basic Aid would seem to guarantee increases in funding because of Proposition 13's 2% property tax adjustment allowance. Even with declining real estate prices (in Marin?) and a slowdown in sales, Marin's property tax base is healthy enough to continue supporting the College as a Basic Aid district.

The issue, from the District's standpoint, would appear to come down to why pay for something when you can get it for free? Go through the process: impasse, mediation, fact-finding; and just say "no" at every step and in the end you get to impose your last, best offer. That last offer was 0% with their language on many other issues (in this *De-briefing*). Hence, what they want at no cost. Are you willing to accept that?

Remember, they had a chance to get it ALL, albeit at a price, and refused to discuss it.

Not even a "your money is ridiculous, here

is what we are willing to offer....” Just a statement of no authority to even discuss it. Are you willing to accept that? With regards to the Children’s Center employees, UPM has never financially isolated any of its constituents. Every raise in the history of the United Professors of Marin has applied to everyone exactly the same: full-time, part-time, credit and non-credit,

instructional and non-instructional. The District has often said to UPM, let go of the part-timers, let go of the non-credit, and we’ll give you the raise you want. As a Union we have held together and gotten the same salary increases for everyone. Now is not the time to be divisive.

Are you willing to accept that?

Article 1 **District “Offers” by Article**

- a) District demands total control of coordinator assignments and unit compensation.
- b) District defines job descriptions for coordinators, and coordinators are subject to evaluation and punitive sanctions.

Article 3

- a) District position on salary is status quo—0% salary increase, 0% COLA.
- b) District will exclude Children’s Center employees from wage increases provided to other unit members.

Article 4

District proposes increase in medical co-pay for office visits and prescriptions from \$5 to \$20 per visit.

Article 5

- a) District demands change in formula for calculating sick leave that will authorize the District to deduct sick leave for days on which the unit member has NO ASSIGNED DUTIES.
- b) District demands three more management representatives on the Sabbatical Leave Committee.
- c) Should the cancellation of classes by the District reduce the workload assignments of full time unit members below the mandated 29.5 units per year, the District shall be authorized to deduct previously earned banked units to meet the District’s obligation to a full year assignment.

Article 6

- a) District demands the removal of some limitations on management control of faculty assignments specified in Article 6.
- b) District wants to eliminate full-timers’ right to overload.
- c) District wants to remove the rights of part-timers’ qualified for discipline hiring pools.
- d) District wants to require part-timers to give notice of availability one full year in advance of teaching assignment.

Article 7

- a) District demands authorization to replace the current objective evaluation criteria with

- subjective management standards which can be used for the purpose of punitive sanctions.
- b) District wants to limit Union participation in the evaluation process and include management in evaluation of full-timers.
- c) District demands the right to make unscheduled evaluation visits.

Article 8

- a) District demands authorization to increase the assigned workloads of instructional unit members with additional duties (beyond classes & office hrs) up to 37.5 hours per week—without additional compensation.
- b) Failure to perform additional duties will be subject to evaluation and sanctions.
- c) District demands unrestricted authority to assign evening and weekend work without consent of unit member.
- d) District demands to control assignment of unit members on all committees.

Article 13

- a) District demands a reduction in unit compensation to UPM, the elimination of UPM’s right to rent on-campus office space and the elimination of UPM’s right to duplicating services, resulting in a substantial increase in the Union’s operating expenses.
- b) District demands limits on the Union’s right to grieve issues that impact unit members.

Article 16

District proposes eliminating Article 16 (Upgrading of Temporary and Permanent Part-Time Faculty) from the contract, insisting that hiring should be between the Academic Senate and the District.

Such an arrangement would make all hiring criteria advisory, not mandatory, and would be at the District’s discretion even if arranged with the Senate.

Article 24

District demands authorization to treat all disciplinary procedures in Article 24 as “for guidance only” with the application of penalties to be solely at the discretion of management.