

UPM Membership Application Form

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

Date: _____

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Home Phone: () _____ Campus Ext.: _____

Social Security No.: _____ Department: _____

Please check appropriate boxes

- I am a Permanent credit or non-credit employee or leave replacement.
- I am a Temporary non-credit employee on the quarter system.
-

Return via campus mail to the UPM Office, Science Center, room 136

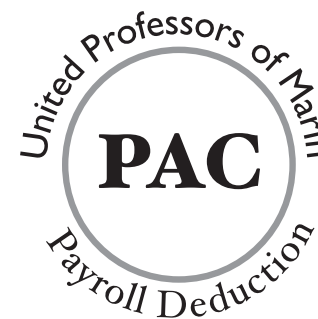


Union Press

AFT Local 1610

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The Form is Enclosed!

Temporary End to Hotel Lockout

NEGOTIATORS FOR THE 14 SAN FRANCISCO HOTELS AND THE HOTEL WORKERS' union, Unite Here Local 2, agreed to a 60-day cooling-off period and ended, for now, the lockout which began October 13th. The issues on the table include health insurance cost-sharing, wages, pensions and the duration of the contract.

The union, in negotiations in San Francisco, Los Angeles and Washington, D.C., is seeking a two-year agreeent which would expire in 2006 along with contracts in six other cities. This would create a powerful labor alliance, which would be better equipped to negotiate with the multi-employer corporation. The hotels are fighting the two- year agreement, saying the union could cause them serious economic harm with a strike in 2006. The union has long complained that absentee corporate ownership has negatively impacted the employer-union relationship in San Francisco and contract negotiations in particular.

Workers will be returning to their jobs beginning with a shift Tuesday November 23rd at 10 p.m. They cannot resume their jobs until then because of the thousands of scabs who must be transitioned out.

The lockout has caused devastating financial damage to the workers as well as to the city. Many luncheons and other gatherings at the hotels were cancelled because guests would not cross picket lines. Among major cancellations was the American Anthropological Association, which moved its meeting Atlanta. The San Francisco Convention & Visitors Bureau estimates the convention would have brought an additional \$3,093,750 to the city.

In accordance with the 60-day agreement, Unite Here cannot strike, and the 14 San Francisco hotels involved cannot lock out workers. Also, the employers agreed not to appeal a decision by the state Employment Development Department, which states that workers are eligible for unemployment insurance, and a trust fund jointly managed by the employers and the union will cover the workers' health care during the cooling-off period.

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Ponderings of the President

By Ira Lansing

MY OLDER SISTER HAS ALWAYS HAD A MUTUAL ATTRACTION TO animals. As a child, she often returned to the house with a stray dog or cat, some of which we actually ended up keeping. Once she was married and out of the house, her animal magnetism continued until it eventually required an appropriate expansion onto a 37 acre site in southern Oregon. Even so, animal care and rescue was not her primary business. By profession, my sister is a registered nurse, and the 37 acres is primarily devoted to raising heritage apples and chickens for their eggs (yes, a chicken ranch!).

The move to Oregon came late in her life, all of that life having previously been spent in southern California. The good thing about an RN is that they can usually find employment anywhere, and my sister was no exception. After the move north, she quickly found work at a local hospital. However, it soon became obvious that, even by Oregon standards, she was grossly underpaid. Employment searches in the area indicated that nothing better was forthcoming. Regardless, neither she nor her husband wanted to move back to Los Angeles. The only other option was for my sister to work in California and live in Oregon.

She accomplished her objective by finding employment in a hospital in San Francisco. The pay is about two-and-half times her Oregon salary, and the commute

is only 500 miles! Of course this can not be done daily, but the medical profession seems to live on abnormal work schedules and long hours, so she is able to have 8 days on and 7 days off. She is home half the time, but the chickens are happy and the apples thrive. I'm not sure the same is true for her husband, but it seemed as if there were no alternatives. My sister was caught in a situation where she could not afford to work in the area in which she lived.

It seems that in Marin, the circumstances are just the reverse. People cannot afford to live in the area in which they work. This poses potentially great problems for the College of Marin. As our faculty ages (at least half are now retirement age) and are replaced, the new employees most likely will not be from within the county, and most likely will not be able to afford to live in Marin. This can create an environment very different from the one that has existed for so many years previous. The College of Marin cannot control the cost of housing in the area, but the College can make it more likely that it's employees live in the area in which they work by paying a wage that makes it more feasible.

Currently UPM is at the table negotiating a successor contract. Salary is an item. A successful bond is a reality. Bond money cannot be used for salary; that

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The *Union Press* is published monthly and distributed to faculty mailboxes on both the Kentfield and Indian Valley campuses. Summer and intersession editions are mailed to each UPM member whose mailing address is current

The Press is printed by members of CSEA.

The Editor of the *Press* invites members of the faculty to submit articles on topics of interest to union members, such as working conditions, safety, contract articles, and the like. Please submit articles to the Editor, *Union Press*, UPM or email letters and articles to comcarla@yahoo.com. The UPM has a mailbox in the mailroom at the Kentfield Campus.

Letters to the Editor are encouraged. All letters should be signed and addressed to Editor, *Union Press*, UPM.

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The UPM PAC 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.

United Professors of Marin UPM—PAC PAYROLL DEDUCTION FORM

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 ID # 990958 until I revoke this authorization in writing.

Signature: _____ Address: _____

Print Name: _____ City: _____

SSN: _____ Zip: _____

Resolution in Support of The United Faculty of the Contra Costa Community College District

OUR COLLEAGUES AT THE CONTRA COSTA COMMUNITY COLLEGE DISTRICT (CCCCD) HAVE BEEN CONFRONTED WITH A mid- year 7% pay cut with no reduced workload, (this will amount to a 14% pay cut, should it be applied retroactive to July 2004); a refusal from their District to act in good faith; a rejection of sabbatical leaves, reduced load and emeritus professor positions (all of which were negotiated as part of the Collective Bargaining Agreement); and the coup de grace: pink slips for all full-time faculty this past March, which were then retracted after only three weeks. United Professors of Marin offers the following resolution in solidarity with the United Faculty of CCCCCD:

WHEREAS The Contra Costa Community College District has been a well-respected district, noted for the quality of its faculty and programs; and

WHEREAS That reputation is now in danger due to poor decision-making that has resulted in excessive management costs and declining expenditures for full-time faculty; and

WHEREAS While other districts funded in the same way as Contra Costa and faced with the same challenges are able to give their employees modest pay increases this year, Contra Costa seems intent on imposing a drastic reduction in salaries; and

WHEREAS The Contra Costa Community College Board refuses to alter its requirement for a 7% salary reduction despite having received additional state funds in equalization and COLA, and having identified extra reserves which provide the district with more than a 5% fund balance; therefore

BE IT RESOLVED: That the United Professors of Marin, AFT Local 1610, urges Contra Costa Community College Board not to continue the drastic and damaging policies that have led to this terrible situation but to turn in a new, constructive direction by working to reach agreements with its employee groups; and

BE IT FURTHER RESOLVED: That AFT Local 1610 deplores any additional actions that would further exacerbate a bad situation and destroy the cooperative working relationships essential to operating colleges effectively; and

BE IT FURTHER RESOLVED: That AFT Local 1610 urges the Contra Costa Community College Governing Board to explore every possible alternative to the imposition of drastic salary cuts and to work with its faculty to plan responsibly for the financial difficulties and challenges of future years; and

BE IT FINALLY RESOLVED: That AFT Local 1610 exhorts the Contra Costa Community College Board to reach agreements with its employee unions and to reverse the anti-faculty, anti-student, and anti-employee policies of recent years and to do no further harm to the good will and collegial relationships essential to quality education.

Connecting the Dots

Comment and Critique by Arthur Lutz

IF YOU ARE A PART-TIME community college instructor, you are entitled to receive unemployment benefits between semesters and during the summer break when you are not teaching.

Even if you have a signed contract to teach the following semester; because that contract is contingent on enrollment and funding and possible bumping, it is not a 'reasonable assurance of employment,' and therefore your unemployment benefits may not be denied because of it.

This right to unemployment benefits was established for college instructors, nurses, librarians, and counselors, in unemployment Insurance Code 1253.3 and: Cervisi v. California Unemployment Insurance Appeals Board (1989) 208 Cal, App. 3ed 654.

Until 1977, part-time faculty were not allowed to collect unemployment benefits. It was not until after a protracted legal battle that the Cervisi decision granted these rights. Cervisi asserted that a future assignment, that is contingent on enrollment, funding or other program changes is not a reasonable assurance of employment and therefore cannot be used as a justification for denying benefits.

In order to apply for the benefits to which you are entitled, after your last final exam, call the EDD office (800-300-5616) and provide them with your Social Security number and the name, address and telephone number of the College. If it is suggested that you are not eligible, tell the EDD personnel to refer to Field Directive 89-55UI, which explains the definition of "reasonable assurance" and how Cervisi is to be applied.

The insecurity of part-time employment is certainly not something to be desired, but at least, because of Cervisi you will be able to receive unemployment benefits during those periods of uncertainty. The above information was excerpted from the California Part-time Faculty Association website: www.cpfpa.org/unemployment.html

While some of the uncertainty about holiday income for part-time faculty might be eased because of Cervisi, no such relief will benefit the 4000 plus San Francisco hotel workers who have been locked out of their jobs in 14 downtown hotels for over six weeks.* San Francisco has always prided itself on being a labor-friendly town, but unfortunately many of these more estimable traditions don't seem to be understood or appreciated by the group of trans-national hotel employers who presently manage many San Francisco hotels. And as usual, it's the most vulnerable workers who are being impacted. Over 85% of these workers earn

between \$25,000 and \$35,000 a year and they are being threatened with a loss of their health insurance if they don't accept management's settlement terms. UPM's Political Action Committee (UPMPAC) would like to show our support for these workers in their efforts to obtain a fair contract. If you would like to contribute to their solidarity fund, please send a check to our Union (UPMPAC). All moneys so collected will be sent directly to them in the name of United Professors of Marin (PAC).

In the last issue of the Union Press, I reported that the District had instituted a new policy that reversed their long-standing practice of providing business cards to part-time faculty who requested them. After UPM became aware of this reversal, we filed a grievance against the District charging that their new policy was in violation of a legally binding past-practice. At present, we are waiting for a written response from the District to our filing. It might be of interest to note that at the same time that part-timers are being denied business cards, the District is printing business cards for Associated Student representatives.

**Editor's Note: Since the writing of this article, parties in the SF Hotel strike have agreed to a 60 day cooling off period. Union members will return to work while talks continue.*

Know Your Rights

THE SABBATICAL COMMITTEE HAS reported that only one unit member submitted a sabbatical proposal for the 2005/2006 year. It may well be that only one eligible faculty member thought of applying for a sabbatical - that others decided next year was not the year. Fair enough. Read no further. This column is for those of you who might have submitted a sabbatical proposal this year had you known you were eligible

Every year, our contact provides sabbatical spaces for 5% of the total permanently filled FTEF. According to the Collective Bargaining Agreement, to be eligible for sabbatical leave, "a unit member must have six years of permanent, full-time service as a member of the faculty or six years of permanent, full-time service since the unit member's last sabbatical leave." In the event of a split sabbatical, your six years start at the commencement of the first semester of your last sabbatical.

If you choose to take a one semester sabbatical leave, you will be paid 90% of your salary (excluding summer pay, overloads, etc) plus all benefits including retirement contributions. If you prefer to do a one-year sabbatical, you will be paid 65% of your salary (excluding summer pay, overloads, etc) plus the aforementioned benefits.

Sabbaticals are part of an age-old tradition of renewal and

regeneration. By decree, the ancient Israelites would let their fields grow uncultivated every 7 years. Whatever grew by itself was left for the poor. Americans are more familiar with the weekly sabbatical (the Sabbath, Shabbat, Sabbatic, the weekend, and so on); but whether once a week or every 7 years, sabbaticals are a great opportunity for reflexion, learning and the recharging of much depleted batteries.

If you are eligible for a sabbatical, UPM is curious: why did you choose not to apply this time around? We would welcome any feedback, which can be sent to comcarla@yahoo.com.

Hotel Lockout

(Continued from Page One)

Earlier this week, three providers- Kaiser Permanente, Chinese Community Health Plan and PacifiCare - said they would extend coverage to the workers for two months. They acted after the employers had blocked an effort by the union to withdraw the \$4.4 million from the trust fund shared by management and the union.

President of Local 2, Mike Casey, listed three reasons for the temporary agreement: the support of Mayor Gavin Newsom; the loss of business at the hotels; and union support in other cities.

Both sides praised Newsom (who called the lockout heartless) for his participation in the dispute. The

two sides issued a statement reading, "We look forward to Mayor Newsom's continued role in assisting us in negotiations and thank the City and County of San Francisco for its commitment to see this dispute resolved."

Both sides have had to compromise. The hotels pulled their proposals for random drug testing, increasing work for room cleaners and a plan to limit paid time off, while the union discarded the idea of adding to the bank of paid time off and accelerating vacation accrual.

The major issues remain health care, (employers seek greater cost-sharing by the workers); pensions; wages; the right to organize at other hotel properties; and the term of the next contract. The cooling off period is a welcome relief for both sides, particularly with the holidays upon us. It is also merely a first step in a very contentious labor dispute. Agreement has yet to be reached on the issues that separate both sides so there could be more disruption in the 60 days to come.

In other news, caregivers in a San Francisco nursing home are striking over management's recent decision to unilaterally implement wage freezes and cuts in health care benefits. Currently, the San Francisco Jewish Home for the Aged, is the *only* remaining nursing facility in San Francisco which offers it's workers health benefits.

Letters to the Editor

In your "Ponderings" I read your response to the issue of bumping rights. It's off the mark for a couple of reasons:

1. If a part-timer were hired to teach a specific course, he/she probably wouldn't be higher on the totem pole than another part-timer, so he/she wouldn't be eligible to bump that other part-timer in any case.
2. The bumped part-timer who "may not be able to teach trigonometry" probably wouldn't accept a trig class! I wouldn't. Would you? And why is this problem specific to part-timers? If a full-timer's class doesn't fill, would he accept a trig class even if he were not able to teach trig?

Steve Jabloner

Ira Lansing responds:

Dear Steve,

Regarding your first point:

The part-timer probably wouldn't be higher on the totem pole than another part-timer, so he/she wouldn't be eligible to bump that other part-timer in any case.

Not so. You are assuming they were just hired. Who knows where they are in the sequence? You cannot assume lower seniority because of specialization. They

could have been "specializing" for decades.

As to the second point:

The bumped part timer who "may not be able to teach trigonometry" probably wouldn't accept a trig class!

Again, not so. Part-timers, even in math, but also other disciplines, accept an assignment thinking they can stay ahead of the students. Often they can, but it is not best for students. With regards to full-timers bumping, they have a broader selection of courses from which to choose (essentially, anything a part-timer is teaching.) This may not seem fair, but it is what the current law allows and requires.

Ira Lansing

Announcement from UPM

UPM is advising Kaiser Health Plan Members, who have been charged with extra co-pays beyond those negotiated in the contract, to submit those bills to the District for reimbursement.

Current copays are \$5 for office visit and generic drugs, \$10 for name brand drugs and \$35 for an emergency room visit.

If you feel you have been over-charged, save your receipts!

Ponderings ...

(Continued from Page 2)

too, is a reality. However, at the November meeting of the Board of Trustees, after much congratulations and expressions of gratitude to all of the people who made passage of Measure C possible, it was very clearly stated that there were expenses for which the College previously would have been on the hook that could now be covered in part or total by bond money. This means money that earlier, it could have been argued, was not available for wages and benefits could now be used for those items.

Your concern may not be one of bringing new hires into Marin County as residents. You may already live here, be happy wherever you are or plan to leave. Regardless, your life and working conditions would be enhanced by an environment that supported the ability to be a Marin County resident, that provided adequate health care through all phases of your life and that did not consist of beautiful buildings that were under-staffed or under-utilized. A quarter of a billion dollars worth of new construction does no one any good if nobody wants to be there or nobody can afford to be there.

As members of UPM, as union members, you will have to make some choices in the future. What are your priorities? What is your commitment? Hopefully UPM will help you make informed choices. After all, we don't want the faculty to end up as scarce as chicken's teeth.