



# EMPLOYEE FEDERATION

of

North Harris Montgomery  
Community College District

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## THE ADVOCATE

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Edited by Olin Joynton

### Bond Election

The union supports passage of the college's bond issue. A strong case exists for passage, and anyone who works here knows we have a number of needs that can be addressed by the funds that the bonds will generate. We urge all employees and their friends and relatives who are eligible to vote in this election to vote yes.

### Why a Union?

I often am asked by employees who are considering union membership why it is that we need a union. One of the union's functions is to open lines of communication, discuss issues, and exchange ideas with the administration. When a union official interacts with the administration, he or she does so representing a wide cross section of college employees. The union's relationship with the administration is not always hostile or combative. We often disagree, sometimes strongly, but we proceed out of mutual respect. Problems get solved; conflicts are defused.

The potential member often asks, "Why couldn't I represent myself to the administration? Why do I need the union?" While the union does not promote an "us and them" attitude about employees and administration, we recognize that the two groups can often have different philosophies and responsibilities. Make no mistake---in a heated conflict, management looks after itself and what they view as "the best interest of the college." There is an unwritten expectation that, when the chips are down, managers will walk the administrative line. Some has to look out for the interests of employees. Contrary to what some people think, it cannot be as effectively done individually. The playing field is far from level. The administration is a strong team with strong support. They have at their disposal college lawyers and an enormous operating budget provided by the taxpayers. The individual would be hard pressed to deal with that power successfully. The union is here to see that employees are treated fairly and with dignity. Joining the AFT provides the individual with strong support, including representation in grievances and conflict resolution, legal advice, and union lawyers when necessary. In addition, each member is provided two million dollars in professional liability insurance. These benefits make the field more level.

*"Education for Democracy — Democracy for Education"*

Another question I have gotten lately is, "Does the union always look out for the individual?" The person asking goes on to point out that the union's focus on the adjunct issue this year actually hurt some individuals who are now teaching two instead of three classes. The union acknowledged in our September Advocate that his reduction in courses was the unfortunate fallout of our insistence that the college obey the law and compensate adjuncts at the legally required rate. The individual adjuncts who teach more than half-time are now being compensated, as required by law. I'm sure those individuals are satisfied because many of them have told me so. The union judges each case or situation on its merits. In this case, the union's position was to advocate for the best interest of all adjuncts, insisting that what was right, fair, and legal for all take precedence over individual concerns. The calls are not always easy, but we stand by our decision. We believe that no one individual could have negotiated successfully on this issue.

Whether advocating for the greatest good to the greatest number, or representing individuals who find themselves embroiled in a controversy, the union brings considerable influence. Our record is a good one.

Alan Hall

## BACK PAY

The union reported in the September issue of The Advocate that we had helped one of our members receive a \$4,000 pay increase when an individual was hired within the college district on another campus under the same job title and description. It took several months to work through the details. During this time I visited with Dr. Bill Richards about our member's right to receive the differential in pay for the period that the member worked from the time of the new hire to the time the administration made the decision to award the salary increase. He indicated that it is not the college's practice to award back pay in these situations. Grateful for the \$4000 raise, the member chose not to fight for the pay differential.

We are currently representing another member in much the same situation who will soon receive a \$2,000 salary increase. With the union's guidance, the member filed a grievance in May of 1995. After going through the proper channels of appeal, the member and I met with Dr. Richards, Vice-Chancellor of Personnel, Judy Conley, and the employee's supervisor to review this situation on June 14. We put forward arguments about job title, responsibilities, and so forth, and were told that we would receive a response within two months. The job analysis apparently proved difficult, and we did not receive notice that the member would receive the \$2,000 salary adjustment until October. This increase will occur in January. From May until now, the member was subjected to various changes in the member's job, including a change in job description in writing once, and changed almost daily in practice, to the point of being reduced to almost no responsibilities. All of these changes seemed designed to avoid an adjustment in salary. Ultimately, the member returned to the job description and responsibilities of May 1995 and is, in fact, entitled to the adjustment. However, the college continues to refuse to make the pay differential retroactive. Our member worked six months while the

administration made up its mind what to do. One could argue that the member is entitled to retroactive pay from the point that the member's job title and description matched others in the college district. Certainly, the member is entitled to back pay from the time of filing the grievance.

In a number of instances in the past, the college has ~~accidentally~~ overpaid an employee. The heartbeat that this error was discovered, the college has wanted its money returned. In some instances, the college wanted all the money in a lump sum. In some cases, where the money amounted to several hundreds of dollars, agreements were reached where the individual could pay the money back in installments. In every case, there was never any doubt that the college expected the money back. Why, then, is it unreasonable for an employee to ask for back pay if it has been demonstrated that a salary adjustment is warranted? The college should not be able to have it both ways. I anticipate that the union will be representing our member up the chain of command in an effort to rectify such injustice.

Alan Hall