

30 Years Strong!

UPM

United Professors of Marin

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Volume XXXVIII No. 7, July 2008

Union Press



Tick-tock, tick, tock, time on the clock.

Amount paid to the attorney for the District during the month May: \$9,400 (for UPM only) plus another \$2500 for other negotiations.

And we still do not have a contract!



Ponderings of the President

by Ira Lansing

Summer seems to be the time when faculty try and catch up with the backlog of life. It is no exception around here. The mail bags have literally been taking over the office, so let's reach in and see what concerns some of you may have.

Dear Indefatigable One,

"I am extraordinarily patient, provided I get my own way in the end." I have waited nigh on four years for the Retiree Incentive Agreement and subsequent arbitration to be resolved. What can I expect and when?

Signed, Margaret Thatcher

Dear Margaret,

The answer to your question is about as clear as banks of the Thames on those foggy London nights with which you are so familiar. It can definitely be said that the issue has been resolved to UPM's

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satisfaction and that the District is now working on adjusting salary schedules and determining back pay. No one is saying for sure when the check will be mailed, whether it will be one check or four checks at one time (one for each year of the time since the agreement). The District does know that if payment is not made by the end of July that additional interest will be owed to the faculty.

We can say that after all is said and done, all salary schedules will increase by 2.7%. The checks will cover the adjustments leading to this final percentage over the four years, plus interest. I need not remind you, since you exercised an iron grip over finances, this money is repayment of a loan UPM unit members made to the District. The loan could have been interest free with no repayment necessary had the current administration hired sufficient replacements to offset the 18 people who retired in 2003-2004. But as sustained by Arbitrator Gould, this did not happen; hence, actually money needs to be reimbursed.

Dear Judicious Personage,

Let's talk legal contract.

"What is a moderate interpretation of the text?"

Halfway between what it really means and what you'd like it to mean? ... Why in the world would you have it interpreted by nine lawyers?" What is holding things up? We have been at it for going on 16 months with seemingly little progress. The legal process of impasse has begun and once again, lawyers are involved, so we know how quickly the process will resolve itself. What can be done and what will happen?

Signed, Antonin Scalia

Dear Antonin,

First, let me clarify a statement you made. There is only one Brethren of Your Bar involved in the impasse process and that is the attorney for the District. UPM's representatives are all members of the faculty and members of the bargaining team. As to what is holding up the process, it would appear that the evidence does not support a resolution of mutual satisfaction. While there are some items of common agreement, there are more outstanding issues on which compromise does not appear to be forthcoming, and to date the District has not indicated a willingness

to delete any matters nor to present counter-offers to the proposals presented by UPM or to accept offers made by the Union in exchange for those they desire. It can be clearly seen that the part of the first part has no desire to entertain any matters relevant to the party of the second part.

In the absence of an agreement at this step, the mediator can send the parties to fact-finding. This process will attempt to produce a compromise contract as determined by a panel of three people (not necessarily one of your collegial judges, I would note). Unlike the arena in which you find yourself Antonin, the outcome of fact-finding is not binding under the law. The two parties can use the results as a basis for further negotiations or the Board of Trustees can impose a contract, at which point the faculty can either accept or reject this imposed contract. In the latter case, what happens next is covered by the following inquiry and response.

Dear Hippy-Dippy,

"I'm not concerned about all hell breaking loose, but that a PART of hell will

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break loose...it'll be much harder to detect." Now I know that you know there are seven words we don't ever mention. Just to review, there is the sh-word, the p-word, the f-word, the c-word, the c-s-word, the m-f-word, and the t-word. There is an eighth word that also is not mentioned in polite company, the s-t-word. "Honesty may be the best policy, but it's important to remember that apparently, by elimination, dishonesty is the second-best policy." UPM is a first-rate organization, so I only want the best policy. What is the true scoop on the s-t-word? "When someone asks you, A penny for your thoughts, and you put your two cents in, what happens to the other penny?" I want your thoughts.

Signed,

George Carlin

Dear George,

I have never been one to readily conform to social dictates, so I will here and now, in print, put forth the s-t-word: STRIKE. And as fond as you were of baseball, that is not what I am referencing. In the event that the Board of Trustees imposes a contract that is unacceptable to the faculty, the faculty can vote to strike. This could be a scary thought, but it is most certainly hoped any labor action would be short (a few days?) in duration. This would be unlike say, an auto workers strike where manufacturing stops yet there is still product at the dealerships so the widespread impact is much less; when educators go on strike the product ceases immediately to all recipients and is readily noticed. And speaking of autos, George, why is it that you "park on a driveway and drive on a parkway?" But back to a strike. You don't lose your

job, you cannot be fired, you may lose pay, depending on what is eventually negotiated, although both the AFT and CFT (the national and state affiliations of UPM) have strike funds to support faculty who do go out. Rest assured that extensive discussion and explanations will take place before the faculty need to vote on this option. As you yourself said: "Ever notice that anyone going slower than you is an idiot, but anyone going faster is a maniac?" UPM will attempt to bring everyone up to the same speed so that we can all move forward *together*. So there's your other penny, George.

So stay informed, stay in touch, stay involved. E-mail ira@UnitedProfessorsofMarin.org to be added to the "news flash" mailing list (no spam ever).

New UPM Website

www.unitedprofessorsofmarin.org

District Lawyer Paid \$ 400,000.00 to negotiate?

Fran White has her contract ... where is ours?

UPM Requests PERB to Declare Impasse!

Mediation Updates

New Salary Schedule

CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

STEPFORD WIVES

In 1972 Ira Levin wrote an Orwellian novel called "*The Stepford Wives*." It was made into a movie in 1975 and then remade in 2004.

It tells of a suburban New England town where women go blissfully about their domestic chores – cleaning, doing laundry, shopping, cooking gourmet meals – contentedly conforming to their roles as compliant and obedient housewives.

After moving to the town of Stepford, these once vibrant, independent and high-achieving women suddenly became transformed into docile, non-argumentative automatons, submissively fulfilling all their husbands' needs, demands and fantasies without question or complaint.

But the changes that they exhibited were

more than just male fantasy, because in their desire to create the "ideal" wife, these men had drugged their wives and surgically and technologically robotized them in a secret laboratory in order to turn them into mindless, compliant Barbies.

The novel was a biting satire of current gender relations and the efforts to which men will go to preserve their patriarchal domination of women.

Since the movie's release the term *Stepford Wife* has become part of our American lexicon. However it is now used to describe any person, male or female who conforms meekly to authority – who contentedly acquiesces without question or complaint. The term *Stepford Wife* has become a label denoting mindless servility and uncomplaining submission to authority.

"None of us will readily admit to being a *Stepford Wife*, but how many of us will really speak out when the going gets a little rough?"

We've all known Stepford Wives – people who would rather go-along and get-along rather than speak up or get involved – who timidly disengage in times of turmoil – who promise to be supportive and then withdraw and remain silent.

There are examples throughout history of Stepford Wives who have timidly abandoned or betrayed their friends or countrymen – as during the Nazi occupation of France. Or like the Manchukuo Chinese who collaborated with the Japanese sending tens of thousands of their fellow citizens to their deaths; or like the informers during our own shameful McCarthy era – all of whom meekly refused to speak up to defend their friends, their colleagues or their principles.

None of us will readily admit to being a Stepford Wife, but how many of us will really speak out when the going gets a little rough? Or will we be like Groucho Marx who said, "*These are my principles*."

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If you don't like them, I have others."

"Our union will not act like obedient *Stepford Wives* and submissively abandon the contractual rights for which our faculty has fought for so many years.

I'm writing about this issue because our faculty Union is at a crossroads in contract negotiations with the District, and our faculty may need to speak up and actively demonstrate support for our struggle for fair and equitable wages and working conditions. The District is demanding,

what is in effect a 5% retroactive cut in our wages,* and they are insisting on the right to assign us additional work without compensation, and punitive evaluation procedures as well as other degradations of our contract. These are not the kind of bargaining demands that we can accept and that will result in a signed agreement.

Our Union will not act like obedient *Stepford Wives* and submissively abandon the contractual rights for which our

faculty has fought for so many years.

When the District perceives that our faculty is united and refuses to be intimidated and robotized into compliant Barbies, we will be able to resolve our differences and arrive at a mutually acceptable Contract. Until then, our faculty should be prepared to stand up, speak out and demonstrate support for UPM.

**Marin County cost of living increased 5% in 2007. The District has offered us a 0 (zero) % pay increase for 2007.*

<p>PRESIDENT Ira Lansing</p> <p>BARGAINING TEAM Paul Christensen (Chief Negotiator) Hank Fearnley, Theo Fung, Arthur Lutz Mike Ransom, John Sutherland</p> <p>UPM-PAC Arthur Lutz</p> <p>GRIEVANCE OFFICER John Sutherland</p> <p>TREASURER Theo Fung</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE Rinetta Early</p> <p>CCC REPRESENTATIVE Open Position</p>	<p align="center"><u>UPM Committees and Staff</u></p> <p>NORTH BAY LABOR COUNCIL REPRESENTATIVE George Hritz</p> <p>PROFESSIONAL AFFAIRS COMMITTEE Mike Ransom, David Rollison</p> <p>WORKLOAD COMMITTEE Carl Cox, Patrick Kelly</p> <p>HEALTH AND SAFETY COMMITTEE Jamie Deneris, George Adams</p> <p>PROFESSIONAL STANDARDS COMMITTEE Arthur Lutz Mike Ransom</p>	<p>SABBATICAL LEAVE COMMITTEE Jamie Deneris, Don Foss, Chris Schultz, Toni Yoshioka</p> <p>CRA TRUST Ed Essick(Chair) Sarah Brewster, Ira Lansing Ron Palmer</p> <p>UPM EXECUTIVE COMMITTEE Ira Lansing, Paul Christensen Carl Cox, Hank Fearnley Arthur Lutz, Deborah Graham Mike Ransom, John Sutherland Tom Behr</p> <p>WEB MASTER Mike Ransom</p> <p>UNION PRESS EDITOR John Sutherland</p> <p>EXECUTIVE SECRETARY Teresa Capaldo</p>
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Retirement Savings Arbitration Update

Below is the most recent salary schedule as approved by the Board of Trustees on July 22, 2008. This "new" schedule is now in effect and is the result of UPM's win in the arbitration regarding the Retirement Incentive from 2003-04. It is important to note that this salary schedule is dated "Effective July 1, 2006". This re-emphasizes that this money is not a raise--we have not had a raise since 2006--but money owed to you by the District since 2004.

Remember that there were increases in the salary schedules going back to 2004, plus interest at 7% applied to all these changes, so the money owed to you is more than just the difference between what you now see on the

"new" and what existed on the old. Yes, UPM is watching to make sure they go it correctly.

The District has communicated to UPM that they tentatively believe they can distribute all of the back pay by the end of August. They plan to issue four separate checks (one for each year since 2004), with interest included on each check, and possibly one check each week throughout August.

The total value of this back pay is about \$2.2 million dollars. The District has been holding on to \$1.4 million over the years in anticipation of losing. The remaining \$800,000 will come out of the General Fund, but because of a property tax windfall last year, it will only cost about \$600,000, and almost all of that is coming from their unfunded medical

benefits for retirees liability fund. So no operating budgets should be affected.

After all is said and done, the District is still anticipating a reserve for 2008-09 of more than 6% on a budget of about \$54 million. Do not let them tell you there is no money and don't believe it when they say there is none "because the teachers took it all."

Also remember that they could have gotten off for about \$600,000 (or even \$0 if they had hired full-timers!) if they had only done it the right way back in 2004. We gave them a loan back then and now they are repaying it. It was their choice to wait and incur interest. Tell that to your friends, neighbors and the taxpayers of Marin County.



“Just Doing My Job”

In the book she subtitled *The Banality of Evil*, Hannah Arendt reported that Adolf Eichmann felt he was “just doing my job” when, as Transportation Administrator, he sent hundreds of thousands of Jews to their death. Eichmann’s chilling ability to do his job coupled with his inability or refusal to see the crime in that job is echoed in *What Happened*, the recent book by former Bush press secretary Scott McClellan. But McClellan eventually came to see his role within a deceitful administration, acknowledged his complicity and reported on it: “I was part of this propaganda campaign, absolutely.”

McClellan writes: “Self deceit is a human quality and we all engage in it at times. But for politicians it tends to me more discernable and probably more pronounced because of the intense spotlight they are under. Bush is certainly not the first or the last politician to deceive himself, but the

extent to which he resorts to self-deception beyond personal matters, which one can argue should be off limits anyway, and the sincerity with which he embraces self-deluding beliefs amount to a personality trait that goes directly to larger issues of character and leadership style and carry over into real issues of governance.”

The White House response promptly and predictably denounced McClellan as a “misguided, left-wing blogger” despite abundant evidence in support of McClellan’s argument: The build-up to the wars in Iraq and Iran and the now almost universally recognized false claims of weapons of mass destruction; the Valerie Plame affair; the horrors of Abu Ghraib; the Army’s highest suicide rate on record; the “striking lack of recollection” by White House and military officials in the Patrick Tillman’s “friendly fire” death..... But the deceit just keeps on coming. Recently, amidst deepening economic anxiety throughout the nation, skyrocketing gas prices, foreclosures, and

mortgage lender failures, Bush declared that the economy is “basically sound.”

How long will people’s willingness to believe, to be deceived, last?

At College of Marin, we, too, face a certain deception by our leaders, yet their reports, a la McClellan, paint a rosy picture: Last month’s “Source” (“The May flowers blossoming throughout the campus inspire us as we tend to COM’s institutional garden.”); the county-wide flyer touting “skyrocketing” enrollment at IVC; the oft-heard motto “Together we can make great things happen”; the empty claims of equity among constituencies; the promises of shared decision making; the “commitment to educational excellence.” This list goes on.

And it is offset by the administration’s characterization of senior faculty as dinosaurs that must be chopped to pieces; its encouraging charges of racism against honored faculty--

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charges that easily could have been set to rest with a quick admission that the phrase in question was first uttered by the president of the institution; claims by the "leadership" that certain faculty members are out to destroy the institution; bad faith bargaining at the negotiation tables—not even a cost of living increase in one of the country's most affluent counties; blatant contractual violations;

refusal to respect contractual agreements—refusals that are now costing Marin taxpayers hundreds of thousands of dollars in interest; attacks on Union personnel; "offers" of 0% salary increase for the, as advertised, excellent faculty; a excessively bloated administration.

Time, of course, will bring to the surface the COM administration's whole disingenuous

story, and those who perpetuate the lies will be dishonored. Who will be the Scott McClellan of this administration and stand up to it, publicly denounce its hypocrisy, its rosy story, and set the record straight? When will our Scott McClellan stand up to this "leadership"?

And who will continue just to "do his (or her) job"?

J Sutherland

Bargaining/Mediation Update

The UPM bargaining team and the District met in another mediation session on July 23. UPM had countered the District's last offer, and after meeting with the Board of Trustees, the District's representatives rejected UPM's proposal out-of-hand, giving no count-offer, just saying "no." The refusal typifies the District's bargaining: no offers and no authority to make any offers. One more (last?) mediation session has been scheduled for August 28.

Though we often hear that we make too much money and that the college spends more \$'s per student than any other community college in California, **a June 2008 CCA Advocate article ranks College of Marin's faculty salary schedule 48th out of the state's 109 community colleges.** In the number one and two positions are Mira Costa and South Orange, which are, along with us, the state's only other Basic Aid districts.

With the expansion of CoM's administration (nearly double the size it was just a few years ago), we needn't wonder any longer where all the

money is going. The full-time faculty number continues to decline while this year's budget has again increased and is again larger than it has been in the history.

Given the current circumstances, faculty must once again express their concerns at the Opening Day Convocation. Come early, grab a picket sign and join everyone outside. Once inside, ask the pressing questions (if the format even allows for it) and let the administration know that everything is not as rosy as they let on.

UPM Executive Council

UPM Budget Report

7/1/2007 through 6/30/2008

Category Description	7/1/2007- 6/30/2008	% of Total
<u>INCOME</u>		
dues & assessment	231,566.04	57.42 %
cft/aft grants	33,360.55	8.27 %
legal defense fund acct	126,124.86	31.27 %
transfer from UPM legal defense fund	12,171.83	3.02 %
re-imbursement	62.62	0.02 %
<u>TOTAL INCOME</u>	403,285.90	100.00 %
<u>EXPENSES</u>		
fed/state tax w/h, salary	6,272.21	1.54 %
Wells Fargo payroll serv.	1,027.43	0.25 %
payment to affiliates	133,105.97	32.66 %
attorney	151,534.14	37.19 %
contributions	1,500.00	0.37 %
dupic & printing	2,176.71	0.53 %
medical employee benefit	5,868.00	1.44 %
insurance	2,978.07	0.73 %
legal costs	21,889.14	5.37 %
meeting costs	3,599.22	0.88 %
office supplies	3,137.95	0.77 %
postage	290.60	0.07 %
professional services	3,498.08	0.86 %
rent	1,200.00	0.29 %
salary	34,339.56	8.43 %
hourly employee(s)	34,802.48	8.54 %
taxes	10.00	0.00 %
telephone	261.58	0.06 %
<u>TOTAL EXPENSES</u>	407,491.14	100.00 %
<u>OVERALL TOTAL</u>	-4,205.24	100.00 %

CFT/AFT Dues Increases

At the July 18, 2008, UPM Executive Council meeting, the Exec approved the following increases by the CFT and AFT. These increases are automatic "pass throughs" to UPM memers.

Monthly dues structure effective September 2008 (cft/aft increase)

Approved by UPM executive council meeting July 18, 2008

Category	1	\$12.53 (.21 cft/ .19 aft increase)
	2	\$21.17 (.41 cft/ .38 aft increase)
	3	\$38.51 (.83 cft/ .75 aft increase)
	4	\$55.65 (.83 cft/ .75 aft increase)
	5	\$91.82 (1.65 cft/ 1.50 aft increase)

**note: stipend rate begins July 1, 2008 at \$62.66
Mileage beginning July 1, 2008 is .585 cents per mile

Definitions:

All rates are per month for eligible unit members.

Category #1: All non-credit instructors teaching on a quarter system. Semester system non-credit instructors are in categories #2, #3 or #4.

Category #2: Non-credit instructors on a semester system, counselors, librarians, other certificated or instructors working the equivalent of up to and including 4 teaching units.

Category #3: Non-credit instructors on a semester system, counselors, librarians, other certificated or instructors working the equivalent of more than 4 teaching units, but less than 6 teaching units.

Category #4: Non-credit instructors on a semester system, counselors, librarians, other certificated or instructors working the equivalent of 6 teaching units up to and including 9 teaching units.

Category #5: All permanent/probationary counselors, librarians, other certificated or instructors; sabbatical or other leave replacements.



Letters to the Editor

Want to share your thoughts on the new Banner system? Have something to say about contract negotiations? Feel that your rights are being violated?

Feel free to voice your comments and/or opinions concerning any article or issue about you, the College or your union. Please direct your letters to john.sutherland@marin.edu Names withheld upon request.

Important Message from AFT

Recent changes to the tax code regarding deferred compensation have raised questions for AFT members who are compensated on the basis of working nine or ten months but are paid over a 12-month period.

Under the rules now in place, if your institution gives you a choice of a 12-month pay period, you must submit a written request to your employer before the start of the new school year in order to participate in the 12-month program, and this request cannot be revoked during the tax year.

Below is the website for the IRS regulations, which explains the issue in detail:

<http://www.irs.gov/newsroom/article/0,,id=172883.html>

If you have further questions, please direct them to the AFT Higher Education office at 800-238-1133/ ext.4426 or highered@aft.org

United Professors of Marin UPM-PAC Payroll Deduction Form

The UPM-PAC (Political Action Committee) 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.

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 #990958 until I revoke this authorization in writing.

Signature: _____

Print Name: _____

Address: _____

City: _____

Zip: _____

SSN: _____

UPM

United Professors of Marin

**American Federation of Teachers
Local 1610
Box 503
Kentfield, CA 94914**

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San Rafael, CA

UPM Membership Application

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

Date: _____ Email: _____

Name _____ SS #: _____

Address: _____ Department: _____

City: _____ Zip: _____

Home Phone: _____ Campus Ext.: _____

Check the appropriate category:

I am a permanent credit or non-credit employee or leave replacement.

I am a temporary non-credit employee on the quarter system.

I am a temporary credit or non-credit employee on the semester system.

Return to UPM Kentfield campus mailbox or UPM Office, Science Center 136