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UPM

United Professors of Marin

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Union Press

Ponderings of the President by Ira Lansing

The following was presented by UPM President Ira Lansing to the College of Marin Board of Trustees at their March 11, 2008 meeting.

In the past few weeks many of you have wondered out loud and in newspapers about the use of what you called "taxpayers' money" for what was characterized as "labor organization work". First, let me remind you that all money spent by this College is "taxpayers' money"—your salaries as trustees, the President's salary, and yes, my own. Perhaps the real question is what is the best use of the taxpayers' money? Where is the value to the college, where is the value to the community, in the expenditure?

All money spent by this College is "taxpayers' money"

UPM Press

Look at this number—\$237,000. This is what you as Trustees have just cost the taxpayers. This figure represents the *interest only* on the backpay owed to the faculty on money awarded in a recent arbitration. You incurred this payment at taxpayers' expense because your attorney continually reassured you that his arguments were correct, despite overwhelming evidence to the contrary, and because your administrators refused to discuss settlement with UPM last year, the year before and the year before that. And now your attorney is spending more time and money asking the arbitrator in this case to reconsider issues that have already been decided. This puts time on

the clock for him and more interest on the money.

Look at this number—\$237,000. This is what you as Trustees have just cost the taxpayers.

One has to wonder about the strategy being employed, if there is indeed one, that puts 10 litigious items on your closed session agenda, 6 of them involving UPM members. In the past 8 years UPM and the District have had 2 items go to binding arbitration. In the past 18 months 4 cases have or are scheduled to go to binding arbitration.

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March 2008

What are the recommendations you are receiving from your administrators? Where is the incentive to settle anything when the person who negotiates the settlement is the same one who would litigate the case should it go forward?

Look at this number—\$238,922.80. This is what has been spent on legal fees in the 12 months ending January, 2008. You may argue that those legal fees also include negotiations as well as litigations. Fine. Realize that the amount of money for legal/negotiation expenses in the current budget is over three times what you budgeted in past years for a separate chief negotiator and separate legal counsel.

Look at this number—**\$238,922.80.**

This is what has been spent on legal fees in the 12 months ending January, 2008.

The delays, the lack of preparation at the bargaining table and the general lack of attention to labor issues have resulted in the UPM Executive Council authorizing me to inform you that UPM will request the Public Employment Relations Board to certify that UPM and the District are at impasse in the current contract negotiations. This is

the first time in over 25 years that we have reached impasse. Mind you, this does not mean we have to stop discussions and cease bargaining, but where is your incentive to do otherwise?

This is the first time in over 25 years that we have reached impasse.

Later in that same meeting Trustee Phil Kranenburg questioned Fiscal Vice-President Al Harrison about the retirement incentive savings. With questions that would be objected to in court as “leading the witness” and would be called “loaded” anywhere else, Kranenburg asked if the trustees were told originally—back in 2003-04 when the incentive was negotiated—that it would have no impact on the general budget for the College. Now it is costing the District money, right? Even I would answer “yes” to that question, as did Harrison, but he did not offer any explanations. I will.

IF the District had followed the agreed upon language that was negotiated in 2003 and IF the District had properly computed the savings and IF the District had made the payments in a timely manner and IF the

District had been willing to talk with the Union over unresolved issues, THEN the District might even have *saved* money. After all, that was one of the intentions of the agreement!

IF the District had followed the agreed upon language that was negotiated in 2003 and IF the District had properly computed the savings and IF the District had made the payments in a timely manner and IF the District had been willing to talk with the Union over unresolved issues, THEN the District might even have *saved* money.

But the current administration chose to ignore a \$1 million dollar *decrease* in salary costs between 2003-04 and 2004-05, it then incorrectly computed a salary savings, and then made a payment based on a savings in a year that had nothing to do with the settlement. When UPM pointed all of this out, the administration had no desire to discuss the issues, forcing UPM to file a grievance.

So yes, this will cost the District—actually the taxpayers of Marin County—nearly a half million dollars more than it should have in

interest and legal fees. Meanwhile, UPM unit members can console themselves with the perspectives that they are

making a loan to the District at 7% interest. Just don't spend it yet!



**Tick-tock, tick, tock, time on the clock.
Amount paid to the attorney for the District during the month of January: \$31,750**



The AFT Advantage

The AFT is pleased to announce the "AFT Advantage" -- a new selection of online discounts and privileges at a wide variety of retailers, restaurants and local merchants.

As an AFT member, you have access to AFT Advantage offerings from any computer with an Internet connection. Visit the dynamic AFT Advantage site often to see what's new, or to suggest the addition of local businesses from your area.

Recent offers include:

- 20% off FTD.com
- 20% off Ann Taylor Loft
- Save up to \$500 at Philips Electronics
- 10% off at Target
- 20% off at Hallmark
- 20% off at Running Warehouse

To connect to the new AFT Advantage and to AFT + member benefits, you will need your new national AFT membership card, which holds your unique ID number.

Go to: www.aft.org/members to activate your card and establish a password.

You will be able to link to exclusive AFT member benefits, services and resources, including AFT Advantage. If you have already activated your membership card, all you will need is your user ID and password to begin taking advantage of the AFT Advantage! Thanks for participating.

AFT Advantage also has a link to the AFT + member benefit programs, which include popular AFT-endorsed voluntary insurance plans; credit subscription discounts; and entertainment features.

CONNECTING THE DOTS

BUYER'S REMORSE

It was the philosopher George Santayana who made the often quoted observation, *"Those who cannot remember the past are condemned to repeat it."* So I periodically look back at older copies of our *Union Press* to see if things that I wrote in the past offer any insights to events occurring on campus now, and whether they might provide any guidance.

It was in June of 2003 and Jim Middleton had just resigned as president of COM when I wrote:

"In three short months our faculty had forced the resignation of a long-tenured CEO, despite the Board's unequivocal support for him and his policies."

What strikes me is that this scenario might shortly be repeated. Because, just as in 2003, we have a

president who has lost the confidence of a large (and growing) number of faculty and staff. And, just as with Dr. Middleton, some of us are asking for Dr. White's resignation or removal in order to save our school from dissolution or chaos.

Does the removal or resignation of Dr. White seem far fetched, given the support she is currently receiving from our Board of Trustees? Read what I wrote in the *Union Press* in 2003:

"When it was announced [at the Board meeting] that President Middleton had resigned, it was interesting to observe how the Board members were acting. Ordinarily they would have had very little to do with many of us, disdainfully ignoring us because they considered us to be a minority group of faculty malcontents. But that night was different.

Each of the trustees approached us eagerly and affably and urged that we get together and set up meetings to improve communications etc. etc., and they asked our opinions as to the best way to encourage collegial discourse. They were personal and solicitous and conciliatory. Like flies around honey, they buzzed and flitted and exchanged cordialities with us. After the [Middleton] announcement, Board members were already trying to regain some lost prestige by attempting to distance themselves from Dr. Middleton and his policies; the same policies that they had supported and encouraged for ten years [with a large salary increase.]"

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There is an object lesson here. Trustees are political animals and have no loyalties. The present Board will as quickly and easily abandon Dr. White as the past Board abandoned Dr. Middleton, if they believe that supporting Dr. White is a political liability for them and their future electability.

And Dr. White is indeed a political liability for them.

During the past four years of her tenure:

- Student credit enrollment has declined.
- WASC has placed us on probation.
- Measure C renovations are behind schedule and over budget.

- Faculty and staff grievances are at an all time high.
- District violations of the CBA have cost Marin Taxpayers nearly two million dollars, with interest penalties of nearly \$250,000 (Money wasted.)
- Contract negotiations with our faculty union have broken down.
- Campus dissention and anger have intensified.
- Community confidence in College of Marin has declined.

When a Board agrees to pay a CEO \$238,000 a year plus generous fringes, perks and bonuses, the person they hire should be deserving of the salary. Based on Dr. White's lack of

accomplishments over the past four years, it's questionable whether she has earned this boon.

If you add Dr. White's failures to her recklessness of speech and aggressiveness in shifting blame for the failed policies of her administration, (and with a little urging from our faculty), I believe that our Board will shortly be experiencing a case of *buyer's remorse*, and will realize that it is wise to replace Dr. White as president of College of Marin. Our students, our faculty and staff, and our community, would all benefit from their wisdom.

Arthur Lutz



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Sponsored by the American Federation of Teachers, AFL-CIO

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For more information, go to: <http://www.cft.org/about/training/ulibrochure08.pdf>

Grievance Update

“Just Recommendations”

Your Grievance Officers, Theo Fung and John Sutherland, have been meeting since the beginning of the year with District representatives in attempts to resolve problems before they become grievances, and if we cannot reach a resolution, we continue to meet to avoid grievances going to arbitration. One prickly theme of our meetings revolves around the term “recommendation.”

As an English instructor who teaches critical thinking and argumentative writing, I often examine fallacies and teach students how to recognize them in their various forms—in argumentative articles, political speeches, in advertisements, in every day discourse. Of the common fallacies, “equivocation” is one of my favorites because it involves language, meaning and multiple meaning. In our Grievance Resolution meetings, the District’s use of the term “recommendation” provides an excellent illustration of equivocation for my students.

In previous editions of the *Union Press*, I’ve reported that Theo and I have been

meeting with the District to resolve differences in conference leave approvals. At issue are the “recommendations” of the Professional Affairs Committee (PAC), and in these meetings we’ve heard various reasons as to why certain individuals have been approved for leave by the Committee but denied leave and/or funding by the people upstairs. (By the way, PAC is a Union/District committee made up of representatives from both parties). In more than one case, the District has denied leave after PAC approval by adding criteria to the existing contractual language. Often our conversations run something like this:

UPM: On what basis was this request denied? After all, the PAC approved it by the criteria in the contract.

District: But the PAC only makes recommendations.

UPM: Yes, we understand that, but since the PAC approved this application, by what criteria was it then denied by the Vice President?

District: By the criteria in the contract.

UPM: Yes, and where in the contract are the criteria by which this (or that or that other) conference leave request was denied?

District: (hesitation, blank stare) But these are only recommendations.

UPM: Yes, we understand that, but by what criteria was this recommendation denied?

If you remember Sisyphus from Greek mythology and can envision him serving out his punishment by pushing a huge boulder up a steep hill only to lose control of it near the top and have it roll down to the bottom where he must start again and again and again, you’ll have an idea how Theo and I feel in participating in these discussions. The District’s insistence on isolating terms such as “recommendation” from other related criteria is at best frustrating.

So, now take the fragile nature of the term “recommendation” and look how the District deals with it in another case. This year’s applicants for sabbatical leave followed the contract, met timelines, conferred with the Sabbatical Leave Committee to make revisions, if necessary, and resubmitted applications. Satisfied with the revisions (if any), the Sabbatical Leave Committee sent the approved applications forth to the Vice President,

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who added “recommendations” without consulting with the applicant OR the Sabbatical Leave Committee and presented the amended applications to the Board of Trustees, who in turn approved them.

Now we understand that the Vice President can make recommendations in regard to sabbatical leaves, but our contract states that the VP can make such recommendations only to “reconcile the [Sabbatical Leave Committee’s] recommendations with the

educational and financial requirements of the District” (CBA, Article 5.6.8.3).

Since the VP’s recommendations to the applicants did not fall under “educational and financial requirements of the District,” as Grievance Officers, we inquired into the apparent breach of the contract. The District’s response: After the recommendations are approved by the Board, they are no longer recommendations; they become obligations. In essence, then, we have recommendations that are

just recommendations and we have recommendations that are more than recommendations. Wrap your mind around that one.

On the bright side, at least the District does contribute to some part of the education of our students by providing good examples that we can dissect in our critical thinking classes.

J Sutherland

“Impasse” Basics

•*What just happened?*

The UPM bargaining team concluded that the District has not provided any new or significant proposals in the majority of the 18 (out of 26) contract articles that they put on the table for negotiations. Consequently, the Executive Council authorized asking the Public Employment Relations Board (PERB) to certify that both parties are at impasse.

•*What happens next?*

PERB has five days from receipt of the request to determine that both parties agree that they have

presently gone about as far as they can go. Impasse must be mutually agreed upon. Once that has been determined, PERB appoints a mediator. Finding a mediator and scheduling times could take weeks.

•*What does the mediator do?*

The mediator shuttles back and forth between the parties (who are in a predetermined location at a predetermined time), presenting proposals, compromises and suggestions; all in an effort to come to a resolution. If successful, we have a contract. If not, the parties can go back to bargaining on their own or proceed to the next step.

•*Is fact-finding the next step?*

Yes. Fact-finding involves a panel of three people, one appointed by each party plus one neutral person. The fact-finders are presented with supporting arguments and information from UPM and the District regarding the issues under negotiation. The three people then create a written report that represents their perception of what could be the outcome from all of the information they have received. Before and during this process the parties may still continue to bargain.

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•How long does fact-finding take?

Putting together the panel, presenting all the details and formulating the report could take anywhere from weeks to months.

•What happens after the fact-finders present their report?

There are at least three options. The parties can go back to bargaining, using some of the findings or just continue negotiating as before. The District can adopt the fact-finding report, or they may impose their “last best offer” that was the result of serious offers and counter-offers done in good faith (this avoids imposition of a proposal that was seriously considered by only one side).

•What if the faculty are not happy with the fact-finding

report or the “last best offer”?

If the District refuses to continue to negotiate, grin and bear it or go on strike.

•Has any of this ever happened before at CoM?

The very first contract ever negotiated in the District (starting back in 1978) went to impasse and the mediation step. Not surprisingly, it took a neutral outsider to resolve issues associated with a brand new, first-time contract. UPM membership and the District accepted the mediator’s suggestions and the contract was settled, albeit 30 months after it started. Again, this was the very first contract. Subsequent contracts have averaged about 17 months to negotiate and have never gone to impasse.

•What happens next?

Some formal/procedural waiting. The UPM bargaining team will hold a series of meetings for the members to provide more detailed information. Specifics of where we are on the various issues will be presented. Watch for dates and times.

Informational meetings on IMPASSE.

What happens next? What can you do? Attend the first in a series of meetings with the **Bargaining Team** designed to inform you of the details and status of collective bargaining impasse.

•Monday, March 24, 2008, 4:00 PM, LC-38

•Thursday, March 27, 3:15 PM, LC-38

•Friday, March 28, 11:00 AM, LC-38



<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 Radica Portello</p> <p>GRIEVANCE OFFICERS Theo Fung/John Sutherland</p> <p>TREASURER Theo Fung</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE Bonnie Borenstein</p> <p>CCC REPRESENTATIVE Bonnie Borenstein</p>	<p>NORTH BAY LABOR COUNCIL REPRESENTATIVE Carol Costa</p> <p>PROFESSIONAL AFFAIRS COMMITTEE Mike Ransom David Rollison</p> <p>WORKLOAD COMMITTEE Carl Cox Don Foss</p> <p>HEALTH AND SAFETY COMMITTEE Jamie Deneris Carol Lacy</p> <p>PROFESSIONAL STANDARDS COMMITTEE George Adams Paul Christensen</p> <p>SABBATICAL LEAVE COMMITTEE Paul Da Silva David Rollison Chris Schultz Toni Yoshioka</p>	<p>CRA TRUST Ed Essick (Chair) Sarah Brewster Ira Lansing Robin Lavin 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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New UPM Website
www.unitedprofessorsofmarin.org

Want to check the language in the current contract or see how the next step in the salary schedule will affect your gross pay? You can find the Collective Bargaining Agreement and current salary schedule in searchable .PDF format on the Web site.

Need to get in touch with an Executive Council member, or some other unit member currently serving as a representative on a Union committee? The new Web site will provide you with his or her Union email address. Just click on the person's name listed on the "Officers & Committees" page.

Check out the website for UPM updates. Look for "UPM's Tuesday Debriefings."
We look for your suggestions on what features we can add to make it a useful and informative tool for United Professors of Marin.

Mike Ransom, Webmaster

www.unitedprofessorsofmarin.org

UPM Membership Application

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

Date: _____

Name _____

Address: _____

City: _____ Zip: _____

Home Phone: _____ Campus Ext.: _____

Email: _____

SS# _____

Department: _____

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

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: _____