

30 Years Strong!

UPM

United Professors of Marin

INSIDE

1 Ponderings of the President

3 Connecting the Dots: Compasses

5 General Membership Meeting

7 Negotiations/ Impasse/ Fact-finding

8 Your Contract

9 A Letter from Letta Hlavachek

Volume XXXVIII No. 9, September 2008

Union Press

Ponderings of the President

by Ira Lansing



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



Amount paid to the attorney for the District during the month of July: \$ 21,247.50

As one moves through life there often occur events, the reasons for which remain unanswered. For example, who killed John F. Kennedy? At times we think we may know the answer—CIA, Oswald, Cuban mercenaries—but it can never be said conclusively, this is the answer. So too was it with a perplexing situation that occurred this very semester at the College of Marin; something that could have remained just another one of life’s mysteries now seems to have an answer: why are some classes this semester scheduled to end 5 minutes *before* the hour or half-hour? But first, a little background.

Last summer I received a frantic phone call from a department chair who informed me that he was being told to change the times of all classes scheduled on certain days for this fall semester of 2008. He was being directed to *add* 4 to 6 minutes to classes that met on these days. Of course the havoc

these uncoordinated changes would wreak on students and faculty alike was obvious, hence, the call. After I made a couple of calls to some College of Marin administrators, the reason for the proposed time changes was made clear. Apparently when the District instituted the academic calendar for 2008-09 they decided to count Saturdays as part of the total number of days of instruction (this is allowed). However, the administrators overseeing the calendar counted incorrectly and because of holidays on Mondays and Thursdays, there were not enough class meetings on some days to meet the Education Code requirements.

California State Education Code section 55002.5 says that a one unit class (lecture) shall have 16 hours of meeting time with students and this requirement is “amended to avoid reference to specific term lengths”. This means, if you have a 4 week, 8 week, 16 week, or 17 week semester, one lecture

Continued on 2

unit requires 16 hours. Period. No mention of including extra time for final exams, but proration for lab classes is mentioned. With holidays on Mondays and Thursdays, under the calendar proposed and instituted by the District, classes on those days would not have enough minutes to meet the aforementioned requirement. Therefore, add 4-6 minutes.

Now I don't know about you, but adding a handful of minutes to each class meeting, in lieu of one or two additional meetings, is essentially a waste of time and disruptive to scheduling in general. I suggested to these administrators that since the scheduled semester seemed to end quite early (that's what happens when you count the days wrong), why not add the necessary days to the end of the semester; two or three might be sufficient. It was agreed that this was reasonable and would result in the least disruption, not to mention less work for everyone involved who would have been required to institute the 4-6 minute increase. The District was to inform department chairs that they should review the course offerings in their area and determine which classes would require the extra day or two.

Problem settled, or so it was believed. The new calendar for fall semester shows an extra week of classes and it appears that *all* classes are to meet these additional days. Nobody told the chairs to review the class schedules, no one budgeted more money for the additional lab classes that would meet, no one told anyone anything (at least that is what I was hearing). On top of all this, it seems that the extra week puts too much time and too many days in the semester for some classes. Apparently this was noticed by someone, and to compensate for this, 5 minutes was cut off of the ending time for some classes. However, this adjustment seems to be somewhat random. In talking

with the Academic Senate President, who also had not heard any of the above, all classes in her area were shortened. This led both of us to initially think that the time adjustments were an error produced by the new system, Banner (by the way, for how long can Banner be blamed for the problems? When is it no longer "new" and just problematic?). Personally speaking, one of my classes was shortened, but another that meets on the same days was not.

In reviewing all of this information, it may actually be that, much like the Kennedy assassination, we think we know what is going on, but we really do not. I bring all of this up because the current bargaining proposals by the District, the ones that are at impasse, the ones that the Board of Trustees in all likelihood will impose on you the faculty after fact-finding ends, all provide the administration with greater micro-management control over more aspects of your working life—schedules, assignments, unassigned time, etc. (see elsewhere in this newsletter for the specific proposals by the District). These changes in your working conditions will be brought to you by the same people who produced this semester's schedule, with all of its conundrums. It will not be something conjured up by the CIA or Cuban mercenaries. It will be up to you to decide how much you will tolerate, what you will settle for and what you can put up with, and you will not be able to write it off as one of life's mysteries. You either accept with all of its consequences, or you don't.

Making this decision may be one of the most important ones of your current employment. You must stay in touch, stay informed and stay involved. For the latest e-mail news request to add yourself to the UPM list at ira@UnitedProfessorsofMarin.org. Otherwise, you will just have to believe what the Warren Commission tells you.

CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

Compasses

Centuries before the magnetic compass came into use as a navigation instrument, the Chinese had developed a mechanical device that served the same purpose. It was called the ***south pointing chariot***.

The s-p chariot was a two-wheeled cart which carried the statue of a man with an outstretched arm. The statue rested on a base that was free to rotate, and whichever direction the cart was turned, the statue would always rotate to point in one direction – south. Whether the chariot was steered to the east or north or to the west, the statue would always turn to point south.

The device was invented around 2,600 BCE and was used to help travelers maintain their bearings during long treks across the desert when sand or snow-storms obscured the sun, stars or the

horizon. It incorporated a system of gears, shafts and cogs which turned the figure if the vehicle veered off course so the expedition leader could correct their path and continue to the desired destination.

The south pointing chariot was considered the most complex mechanical device of its time and was used as a direction-finder in China for many centuries. It became obsolete, however, when the simpler magnetic compass that we use today was invented, (also by the Chinese.) Both of these instruments enabled journeys of adventure, exploration and discovery that would not have been possible otherwise.

In addition to the magnetic compass and the south pointing chariot, there is yet another type of compass that might be used by those who are seeking to travel an unwavering path. It's called a ***moral compass***.

A moral compass is a list of requisites necessary to live a

principled and ethical life. And while not all people would agree on all the points on this compass, most individuals and most societies and most religions would agree on its cardinal features. Among these are honesty and integrity and compassion and generosity and the moral courage to stand up for what one believes is right, regardless of inconvenience or social pressures or possible sacrifice.

Nelson Mandela was an example of someone with that kind of moral compass and courage. He endured 27 years of imprisonment rather than abandon his principles or betray his ideals.

And the volunteers who left comfortable lives and went to fight against Franco's fascist militia in 1936 also had the compass and the moral courage to stand up for what they believed was right and just. And some of them died defending these principles.

And the non-Jewish Germans, the "*Righteous Among the Nations*" who risked

Continued on 4

their lives during the Holocaust to save their Jewish countrymen and women from extermination by the Nazis; they also possessed that kind of moral compass and courage – fierce and righteous in their indignation, compassion and generosity of spirit.

Throughout history there have always been men and women of conscience and integrity with the courage to defend their ideals, and if necessary suffer the consequences.

But then there are the others; the ones who

publically champion righteous causes but who privately lack the courage to practice what they preach; who spout commendable sentiments but whose actions belie their words.

In this category are members of our own Board of Trustees, who as registered Democrats and members of the Marin Democratic Central Committee claim to be loyal friends and supporters of ‘organized labor,’ but who have been actively working to reduce our wages, degrade our working conditions and destroy

our faculty union. These trustees are talking out of both sides of their mouths; preaching Democratic ideals on one side while at the same time trying to gut the labor protections in our UPM contract.

Whatever kind of compass these trustees are using to navigate their way through life, they certainly are not using a *moral compass*. A moral compass does not help steer a Janus-faced path of hypocrisy, duplicity and deceit.

<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, Deborah Graham</p> <p>TREASURER Theo Fung</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE Rinetta Early</p>	<p>UPM Committees & Staff</p>	<p>SABBATICAL COMMITTEE Jamie Deneris, Don Foss, 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>
	<p>CCC REPRESENTATIVE Open Position</p> <p>NORTH BAY LABOR COUNCIL Rep George Hritz</p> <p>PROFESSIONAL AFFAIRS COMMITTEE Mike Ransom, David Rollison</p> <p>WORKLOAD COMMITTEE Carl Cox, Hank Fearnley</p> <p>HEALTH AND SAFETY COMMITTEE Jamie Deneris, George Adams</p> <p>PROFESSIONAL STANDARDS COMMITTEE Arthur Lutz Mike Ransom</p>	

General Membership Meeting

At the September 11 General Membership meeting, the proposed UPM dues increase was unanimously approved. Increases are as follows:

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

From \$12.53 to \$14.41 (\$1.88 increase)

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. **From \$21.17 to \$24.35 (\$3.18)**

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. **From \$38.51 to \$44.29 (\$5.78)**

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. **From \$55.65 to \$64.00 (\$8.35)**

Category #5-- All permanent/probationary counselors, librarians, other certificated or instructors; sabbatical or other leave replacements. **\$91.82 to \$105.59 (\$13.77)**

***Dues increases will begin with the end-of-September paycheck.**

During the Bargaining update segment of the meeting, several unit members asked for details of the District's position. Following is a summary of the District's offers:

Article 1

- 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.

Continued on 6

- 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.

Assessment* Help

If UPM's approved 3% assessment on the recent settlement checks is a serious hardship for you, your fellow union members want to help. Several members have offered to reimburse, from their own personal funds, those whose situation is deserving of consideration. Some may have had their units substantially reduced or illness may have restricted their ability to work. Whatever the reason, put it in writing and submit it to the UPM office. Since privacy should always be considered, we suggest identifying the envelope as "assessment hardship." All communication will be kept strictly confidential.

UPM Executive Council

***Unit members: Because the assessment could not be deducted from the last retro-payment, it will be deducted from your end of September paycheck**

HOW THE NEGOTIATION PROCESS WORKS UNDER CALIFORNIA LAW

The purpose of labor negotiations is to contractually protect the legitimate interests of both labor and management. **Since the 1930's in America, two broad areas of employees' lives have been considered the legitimate legal interests of employees that employers must negotiate over in "good faith."** These interests are **"working conditions" and all forms of "remuneration"** (i.e., salaries and benefits, etc.) Working conditions is an expansive category, all of your contract provisions not covering remuneration are where you can read about your contractually agreed to "working conditions."

Conflict between the interests of employers and employees are considered normal under American contract law. Negotiations are to be conducted with "good faith" efforts at resolving these conflicts. **The most important indices of "good faith" in negotiations are management and labors' willingness to exchange proposals over issues in an effort to settle conflicts.** The management of our college has refused to negotiate in "good faith."

When conflicts are not able to be resolved our community college labor law provides for PERB (Public Employment Relations Board) to require employees and employers to go through a mediation process. Under California law this mediation process cannot settle any conflict unless each party to the conflict is willing to negotiate in "good faith" and to make compromises in its proposals—our management did not negotiate in good faith and refused to compromise.

When conflicts are not able to be resolved in mediation our community college labor law provides for PERB to require employees and employers to go through a "fact finding" process. The "fact finding" process requires each party to present the facts that support its positions on each issue in conflict to a "fact finding" panel. The panel is made up of a "neutral" selected from a list of professional arbitrators and one advocate appointed by labor and one by management. The fact finders issue a report that is made public at the end of "fact finding." Our law does not mandate arbitration so binding arbitration would have to be agreed upon by labor and management.

Once the "fact finding" report is made public negotiations may continue or the management may attempt to impose a new contract on the employees. If management attempts to impose a new contract employees are legally authorized to go on strike. If a strike occurs PERB will order labor and management to return to the bargaining table. The existing labor contract and all of its provisions remain in force unless and until a new contract is agreed upon. If the employees do not go on strike PERB will allow management to impose its new contract on employees and management can discard all of the terms-and-conditions in the former contract.

THE AUTHORIZED STEPS IN NEGOTIATIONS

1. Begin negotiations (Management refused to negotiate in "good faith.")
2. Negotiations fail -- an impasse results (Management refused to negotiate in "good faith," and an impasse resulted.)

Continued on 8

3. PERB sends the parties to mediation (Management refused to negotiate in “good faith” in mediation.)
4. Mediation fails – PERB sends parties to “Fact Finding” (We are now in Fact Finding. If the district continues to refuse to negotiate in “good faith,” then this will be the final step before we take a strike vote of the membership.)
5. “Fact Finding” results in a public report about the issues in conflict.
6. The parties can use the results from “Fact Finding” as the basis for continued negotiations, or the Board of Trustees can attempt to impose a contract on the faculty.
7. If the Board of Trustees attempts to impose a contract on the faculty, then the faculty has a legal right to go on strike.

8. If the faculty strikes, then PERB will require the parties to go back to the negotiation process. If the faculty does not strike, then the Board of Trustees imposes a contract on the faculty.

If the faculty strikes, then the terms and conditions of the present contract remain in force for the duration of the strike and throughout all negotiations until a new contract is mutually agreed upon.

NOTE: In recent years, the DVC faculty did not go on strike, and the Board of Trustees imposed a contract on the faculty, which included a significant cut in their salary. The DVC full time faculty still suffers from not having gone on strike, and the part time faculty suffered even worse consequences.

Maula Allen, Mathematics

You, Your Contract and Your Rights

Recently, issues have surfaced concerning District actions in regard to our contract. Please be aware of the following:

Evaluations

Some of us are due for evaluations; others will be doing the evaluating. In your evaluation packet, you find a cover letter stating, among other things, that as an evaluator you are to see that student comments are “typed.” According to Vice President Martinez, the direction to type student comments is to protect faculty who might recognize students’ handwriting and retaliate against them for anything they might have written. If students should complain about unfair grading or any other form of discrimination, they might also

claim that you behaved unjustly because you knew their identity. However, nothing in the Contract necessitates that you type student comments. As evaluator, you may read comments to the evaluatee, summarize them in your own hand or copy them verbatim.

ETCUM Status

At the beginning of the fall semester, HR produced lists of eligible temporary credit unit members and distributed them to department chairs for spring scheduling. Shortly after, on August 20, 2008, HR sent out a memo directing chairs to “discard the list as there has been a correction made in the content/status. A new revised list will be sent to you within the next few days.” A week later and with the deadline to submit spring schedules nearing, several chairs asked Linda Beam for the promised revisions.

Continued on 9

Director of Human Resources Linda Beam's response: "Please use the ETCUM lists that were previously distributed."

No one really knows whether the original lists contained errors or whether they did and we were directed to use a faulty list. We do know that we lost a week in scheduling.

The lesson here is that it is important for all ETCUM's to check their status with HR and to confirm it with their department chairs during scheduling.

Overloads

With the spring schedules now in, around the college some unit members are seeing their spring schedule requests for overload returned. While in some cases past practice re overload is status quo, in other cases, unit members are being denied. For

as long as anyone can remember, it has been the practice that full-time instructors can take up to "one (1) class per semester or twenty percent (20%) of the full time load, whichever is greater." (See CBA 8.15 for a full description)

Vice President Martinez recently clarified that this was not "her" policy, but rather the District's. Overloads, she said, will need justification. However when asked about criteria to justify overloads, she replied that they will be decided on a "case-by case basis."

If you are experiencing problems in regard to overload assignments, ETCUM status or anything related to your contractual rights, contact UPM president Ira Lansing immediately @

ira@unitedprofessorsofmarin.org



Letters to the Editor

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

Dear Ira, Bargaining Team, UPM, and the Faculty that ARE the "United Professors of Marin":

"BUT WHAT IS DENIED ACTUALLY DOES EXIST AND EVENTUALLY COMES TO THE SURFACE, JUST AS

ANY TRUTH WILL EVENTUALLY SURFACE DESPITE ACTS TO HIDE IT" Joy Harjo

The reality is that the "truth" will come to the surface, and it is up to us to act in a **TIMELY MANNER** that brings forth the "truth" about our

status as "United Professors of Marin," to act prudently to bring forth a contract that demonstrates the respect for the years of service that "faculty" have given to the District and to our students.

Continued on 10

Everybody at COM benefits from the hard work of the leaders of UPM: Our working conditions; dignity; the impact on our students; benefits; intellectual investment in the importance of education; the luxury of valuing our students in a professional world of "academic freedom"; the freedom to tell the truth; the right to teach as a "professional" in your area of "expertise"; the right to speak up at the Curriculum Committee about the "content" of your curriculum--These are the issues at heart in this contract.

If you are willing to give up all of this, you are giving up your "career," your profession, and your job will turn into nothing but a mere paycheck, and that will be destructive to the educational process, to our students, to the College of Marin and to Community College education in the North Bay. This should not happen to our community, to our students, or to us as teachers who have committed our lives to being educators.

I am concerned that there are some of us who will slouch around the corners and glad hand at the

expense of our hard earned contract, all the while hoping that the "few" will stand up and do the "dirty work" for them, all the while "courting" the administration as if they disdain UPM, yet running to the bank to see if their deposits are there on time.

I am asking all of you, part-time, and full-time, to recall Ira's explanation a few months ago as to why "zebras have stripes": When zebras are hunted (by lions and such), they ALL group together and run in all directions "together....UNITED" for the good of the entire group. As they run, the hunter is confused and overwhelmed by all of the stripes crossing back and forth, and the lion's eyes cannot focus on any one individual. The individual, thus, survives because of the "UNITED" actions of the group.

Many of us are afraid to step up to the conflict that is in our faces. Well, it is now in our faces: We either must step up and stand United... or give up the herd to be slaughtered one by one. Without a contract, you have no individual protection. Let the few who beg the "affections" of the

administration know that all of our students have a right to a good education, to develop their intellect, their critical thinking, their ability to bring skills to the workplace. If a few faculty beg "privileges and excess in salary" while other faculty are denied basic employment options, all students will pay the price... not just the "targeted faculty." All students and eventually all of the community of Marin and the North Bay will pay the price for a denied truth.

As you deny the truth and think that you can collude with the Administration and under a new contract still be "favored," that will be fine until there is a "new" administration, and you may not have the same "calling card"--it may be another teacher, maybe somebody that the administrator brought along to replace you....

The moment of truth is here: Are your professional standards those of an "educator" or are you here only to look out for your own paycheck.

Where would your paycheck be without the

Continued on 11

hard work of UPM fighting the historical employment violations that have occurred against those teachers before you and around you? If you were not here to see it happen, you don't know all of the truths that built this contract. Remember, UPM did not create this contract in a vacuum; it was a "negotiation" based on events that occurred before you arrived on the scene. There are still

many that are here who can speak out loud and clear about the abuses over the past years and these are people who will stand up and speak out about this contract that we now have. If you are too afraid to stand up now because you don't believe there is a reason to, or you want to "enjoy" your privileged relationship with your "interim Dean," then that is your truth, and you must own responsibility to

what truth you bring to all of us.

I am asking you to think what your truth is on this issue. It is not only about a paycheck. If it comes down to that, you have lost your truth about being an "educator." All you are is a "paycheck."

Letta Hlavachek, Faculty,
Career Counselor



UPM members protest for a fair contract

September 13, 2008, San Rafael, CA

**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 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