

30 Years Strong!



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Volume XXXIX No. 7, July 2009

# Union Press

## Ponderings of the President

by Ira Lansing

Exclusive of the heading you see directly above these words, this monthly column does not have a thematic or content-based title. It can be onerous enough filling the space with pithy verbiage without the need to cap the column with an even more concise title. However, in light of numerous events happening around the State and within our own District, this month's article could be titled "Know Rights or No Rights".

As I write this, the State of California has not finalized a budget for last year nor the upcoming fiscal year. Not to be outdone by Sacramento, the College of Marin has an unsettled contract with its faculty dating back to July of 2007. Neither situation looks to be close to any reasonable type of resolution, yet we all know that one will come for each circumstance, albeit not necessarily reasonable. The former (State budget) has also placed the latter (District/UPM Contract negotiations) in a position of negotiating wages, benefits and working conditions for 2007 (and beyond) based on 2009 (and beyond). Fortunately for the College, it is a Basic Aid district with

nearly all of its revenue derived from local property taxes. The worst that the vice-president of Fiscal Services can say is that we are getting less more. That is, the rate of *increase* is decreasing. But I digress. What impact does all this have on you? Given the near-perfect storm of conditions, the administration could choose to "juggle" class offerings, which could impact on your schedule. So here is a brief Q&A on what could occur and what your rights are under the Collective Bargaining Agreement that is still in effect since July of 2007.

*What is the smallest class size at which the District must cancel a class?*

There is no "must" for class cancellation. Under our Contract (Article 10), the "normal" class size is 20. However, the contract goes on to list a myriad of conditions (Article 10.1.3) under which classes below 20 may be offered. One of these circumstances is that the "cancellation would constitute a...disadvantage to the student."

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In addition, if the instructor is not minimally qualified to teach anything else and requires a full assignment, then a course with fewer than 20 students will not be cancelled. The District regularly allows classes below twenty to be taught for a variety of reasons. See your Contract for a complete list of these reasons.

*Many faculty have non-instructional assignments (for example, department chairs, coordinators, UPM or Academic Senate assignments). Can't the District cancel a class and use the non-teaching work to complete the load?*

Absolutely not! UPM just won an arbitration on this issue and the instructor was awarded backpay when the District canceled a class and forced the instructor to use non-teaching units. A permanent instructor is entitled to a full instructional assignment. The same would apply to faculty whose regular work is non-instructional (e.g., counselors and librarians) who have additional duties outside of those areas.

*What about part-timers? What are they entitled to?*

Part-timers have exactly the same rights to minimum class size as full-timers. However, under State Education Code, if a class taught by a part-timer is canceled, that faculty member does not have the right to fill out her or his assignment by bumping or transferring to another course, although if there is an open assignment, such a move can take place.

*What if the District really does cancel a class. How does this happen?*

If a class has not been canceled at least 5 business days prior to the first class meeting, it can *not* be canceled until the class has met

for at least two hours (Article 10.1.2). The intent here is to allow faculty the opportunity to increase enrollment in any way they can and to see if there may be a surge of last minute enrollments, which is quite common in certain disciplines. If the course offering is cancelled according to the contract, the notice may be given to the instructor or the department chair, either in person or by phone/voicemail. An exception to all of the above is that with the instructor's consent, a class may be cancelled at any time.

*How about the other side of the coin—how large a class do I have to take?*

The maximum class size (Article 10.2) varies with each course, and possibly with each section of the same course. There is a document—*Master Course List*—that establishes the maximum for every class. Usually this is somewhere between 35 and 40, inclusive. The Class List found through your MyCoM portal should reflect this number. That is, a Wait List will start once the maximum has been reached. It is up to each individual instructor to decide how many, if any, students above the maximum he or she will accept. There are many reasons both to go beyond the maximum and to stay capped. It is your decision and there is no longer any additional compensation for exceeding the maximum number of students.

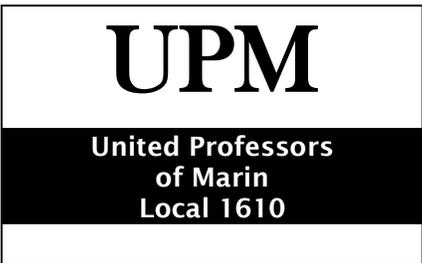
On a completely unrelated matter, but providing a nice segue into my usual closing, we all know that anything sent by e-mail can eventually end up on YouTube or anywhere else. While we all may suspect this is happening, we now have an admission by a College of Marin administrator that she looked at an e-mail sent by a faculty member to another faculty member via College e-mail.

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To that extent, if you need to communicate with someone in UPM, do it through the UPM e-mail address, which has the form of [firstname@UnitedProfessorsofMarin.org](mailto:firstname@UnitedProfessorsofMarin.org) (e.g., [ira@UnitedProfessorsofMarin.org](mailto:ira@UnitedProfessorsofMarin.org)). And preferably do it from a non-college e-mail address. Just because you're not paranoid does not mean they're not out to get you.

So if you are going to stay in touch, stay informed, stay involved, as you do all the time, you may want to receive updates via the UPM e-mail list. To get on it (no salesperson will call) e-mail me using the protocol described above. Enjoy the rest of your summer, wherever it may be.

	<p><b>Tick-tock, tick, tock, time on the clock.</b>  <b>Amount paid to the attorney for the District during the months of:</b></p> <p>April/May: \$33,141          June \$17,005          Total: \$50,146  <b>(Total since start of 2009:          \$172,935.50)</b></p> <p><b>More ticking:</b>  <b>Legal fees paid to a firm or firms other than to the attorney for the District:</b>          April: \$8,442          June: \$14,104.75.</p>	
		<p><b>and          still          no          contract!</b></p>

	<p><b>LUNCHEON SCHEDULE:</b></p> <p><b><u>12:00 to 12:40 p.m. KTD Cafeteria</u></b></p> <p><b>MEETING SCHEDULE:</b>  <b><u>12:45 to 1:25 p.m. Fusselman Hall 120</u></b>          Coffee, tea, and dessert will be served.</p> <p><b><u>General Membership Meeting Agenda</u></b></p> <ol style="list-style-type: none"> <li><b>1. President Report:</b> Future lunch funding - Action item</li> <li><b>2. Treasurer Report</b></li> <li><b>3. Collective Bargaining Report</b></li> <li><b>4. Questions and discussion</b></li> </ol>
<p><b>UPM LOCAL 1610          ANNUAL UNIT MEMBERS LUNCHEON          AND          GENERAL MEMBERSHIP MEETING  <u>FRIDAY, AUGUST 14, 2009</u></b></p>	

## CONNECTING THE DOTS

News and Opinion

by Arthur Lutz

### BRITANNICA

Several months ago I wrote an article for the *Union Press* and cited Wikipedia as one of my references. Shortly after my article appeared, I read an essay that questioned the use of a reference source like Wikipedia, which “*bases itself on the wisdom of crowds.*” The author suggested that it would be better to use more trustworthy sources, like The Encyclopaedia Britannica, because by using Wikipedia, “*...a source that relies on the collaborative process rather than on established academic expertise, one is demeaning the rigors of scholarship and setting a bad example, especially in an academic setting.*”

Perhaps. Certainly The Encyclopaedia Britannica has a reputation as a trustworthy scholarly reference. The New York Times described it as “*...the nation’s oldest and most prestigious reference work, whose articles are commonly considered accurate, reliable and well-written.*” [NYT 2/8/94].

High praise and confidence in the accuracy and reliability of Britannica, however, may not be deserved. In 1947 Joseph McCabe published a long monograph titled, “***THE LIES AND FALLACIES OF THE ENCYCLOPEDIA BRITANNICA: How powerful and shameless clerical forces castrated a famous work of reference.***”

[Haldeman-Julius, Publ. Girard Kansas, 1947].

McCabe’s monograph raises some doubts about the Britannica’s independence, objectivity and accuracy.

McCabe was a Franciscan monk and scholar who, after 12 years, left the monastery and spent the rest of his life researching the history of the Catholic Church. He wrote 25 books about Roman Catholicism, including the aforementioned Britannica tract. What his tract reported was that when the 14th edition of Britannica was published in 1929, (and still in use today and considered the “classic” edition), the majority of entries in the prior edition pertaining to science, religion and history that were unsympathetic to the Church, “*were systematically altered, edited, eliminated, expurgated, adulterated, expunged and/or suppressed by Roman Catholic clerics in order to cast the Church in a more positive light.*” Articles about Galileo, Giordano Bruno, Copernicus, the Crusades, the Popes, Evolution, Castrati, the Inquisition, etc etc, were all rewritten or revised by Catholic censors who, according to McCabe, “*hijacked the editorial process to make the entries adhere more closely to Church doctrine.*” And unlike other entries in the Britannica, there was nothing to identify the authors of these edits, except for an unobtrusively placed “x” at the end of each revised entry.

As further evidence that this adulteration occurred, McCabe reported that, “in a moment of candor” the *Westminster Catholic Federation* made the following admission in its 1929 annual report: “*The revision of the Encyclopedia Britannica was undertaken with a view*

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*to eliminate matter which was objectionable from a Catholic point of view and to insert what was accurate and unbiased.”*

Joseph McCabe died in 1955, but his claim of covert editorial adulteration by Catholic clerics was never refuted by Britannica, and I for one, found them persuasive enough to maintain a lasting skepticism regarding the objectivity and veracity of The Encyclopaedia Britannica, at least for entries reflecting on religious matters.

But it's not only Joseph McCabe that questioned the accuracy of Britannica, and not only on matters pertaining to ecclesiastics. In 2005 the journal *Nature* conducted a comparative study of scientific entries in both Britannica and Wikipedia and reported that Britannica averaged 2.92 mistakes per article [*Nature*, 12/05]. *Nature* chose entries from a wide range of scientific topics and sent them to field experts for peer review. They found that Britannica's errors were both substantive – “*reflecting general misunderstandings of vital concepts*” – and factual, “*and included omissions and misleading statements.*” According to *Nature*, Wikipedia also made errors, but not substantially greater than those made by the highly regarded Britannica.

Joseph McCabe's work and the study by *Nature* suggest that perhaps the much vaunted Encyclopaedia Britannica is not as reliable as conventional wisdom (and the New York Times) would have us believe.

I think all of the above has some relevance for us at the College of Marin, both as instructors and as union members, for it raises the question of the trustworthiness of reference sources and the possibility that data may be manipulated for partisan advantage.

I'm thinking of the data presented by our CFO Al Harrison which seems to indicate that the District has no money in its coffers to provide our faculty with a reasonable salary increase.

Perhaps. But considering the errors and the surreptitious manipulation of data by an organization as respectable as The Encyclopaedia Britannica, it would be wise for our faculty to maintain a healthy skepticism when examining the data that Mr. Harrison presents to support his claims of District penury.

You can be sure that our UPM bargaining team will be examining Mr. Harrison's data with such a healthy skepticism.



#### Letters to the Editor

Feel free to voice your comments and/or opinions concerning any Union related article or issue. Letters should be signed, but names will be withheld upon request. Please direct your letters to [john.sutherland@marin.edu](mailto:john.sutherland@marin.edu)

## District Legal Fees: “A Good Chunk of Change”

Last week the CoM Board of Trustees met to consider their upwardly spiraling legal costs. Though the District's refrain during contract negotiations over the past few years has been that it does not have the money to increase faculty salaries, apparently some Board members have become embarrassed by the amount of Marin taxpayer money being squandered on bogus legal services.

The Marin IJ reported on 7/21/09 that “the college spent \$412,450 in 2007-08 and \$417,355 in 2008-09 on legal costs. Of the 2008-09 costs, the college spent more than a quarter of a million dollars on negotiations with its unions, including about \$196,430 in talks with its faculty union, the United Professors of Marin, whose members have been without a contract since July 2007.”

Ironically, after spending approximately \$1,000,000 on legal services to negotiate a contract, the District now contends that that is doesn't have any money. **Nor does it have a contract with its faculty.** As reported under “Ponderings of the President, the attorney for the District has made almost \$200,000 since the beginning of this year. His job: Negotiate a contract. So how is it, one might ask, that this high paid attorney cannot perform?”

The answer is pretty clear: The attorney for the District is paid to negotiate, which means the longer he extends negotiations, the more he gets paid. In other words, it's in his interest NOT to conclude a contract. So technically, the District is actually paying him not to negotiate. Go figure.

The logic of paying these exorbitant legal fees begs the question: What are the District's priorities in regard to the education of its students? As Trustee Long said to the IJ reporter, “\$417,000 is a good chunk of change, and if we weren't using it for these purposes, the college could put it to other uses, such as student programs.”

Indeed. The District COULD put Marin taxpayer dollars to other uses, namely student programs, but it chooses instead to funnel those dollars to its attorney to negotiate a contract that is counter to his own interests.

I'm not a Marin resident, but I am outraged at the District's blatant disregard for its students, its faculty and Marin taxpayers. One would think that the skyrocketing legal costs would prompt the District leaders to take decisive action. But no. The IJ quietly reported that at the July 21 meeting “the board took no formal action on the matter Tuesday, other than to informally direct staff to consider the matter.”

John Sutherland

### New UPM Website

**\*District Lawyer Paid \$ 172,935.50 since beginning of year\***

Read the latest issue of the UPM Press @

**[www.unitedprofessorsofmarin.org](http://www.unitedprofessorsofmarin.org)**



United Professors of Marin

# United Professors of Marin

American Federation of Teachers • Local 1610

PO Box 503 • Kentfield, CA 94914

Phone: (415) 459-1524 • Fax: (415) 459-1524

## Monthly dues structure effective October, 2008

*Approved by UPM membership September 11, 2008*

Category #1	dues	\$14.41
2		24.35
3		44.29
4		64.00
5		105.59

## Monthly dues structure effective September 2009 (cft/aft increase)

*Approved by UPM executive council meeting July 17, 2009*

Category #1	dues	\$14.78	(.22 cft/ .15 aft increase)
2		24.72	(.22 cft/ .15 aft increase)
3		45.03	(.44 cft/ .30 aft increase)
4		64.74	(.44 cft/ .30 aft increase)
5		107.07	(.88 cft/ .60 aft increase)

\*\*note: stipend rate begins July 1, 2008 at \$62.66

### UPM Dues Categories

#### 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.

# ATTENTION ALL UNIT MEMBERS!



Do you have questions or concerns about Union issues?  
Would you like updates on bargaining?

## UPM HAS CAMPUS BUILDING REPRESENTATIVES AVAILABLE TO SPEAK WITH YOU.

Use the following list to identify your building representative and how best to contact them. We hope you will use this opportunity as another avenue for communication to and from your Union.

<b><u>Building:</u></b>	<b><u>Contact:</u></b>	<b><u>Campus Extension or Email:</u></b>
Austin Science Center	Ira Lansing	7531
Business Center	Mike Ransom	7579
Dance, Landscape, Fine/Visual Arts	Deborah Graham	<a href="mailto:Deborah.graham@marin.edu">Deborah.graham@marin.edu</a>
Dickson, Fusselman Hall	Paul Christensen	7635
Harlan Center	John Sutherland	7434
IVC Campus	Arthur Lutz	8518
Learning Resource Center	Carl Cox	7423
Part-time Faculty	Tom Behr	<a href="mailto:tom.behr@marin.edu">tom.behr@marin.edu</a> <b>or</b> <a href="mailto:Deborah.graham@marin.edu">Deborah.graham@marin.edu</a>
Physical Education	Ira Lansing	7531
Student Services	Theo Fung	7389

**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: \_\_\_\_\_ 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

# UPM

**United Professors of Marin**

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

Non-Profit Org.  
U.S. Postage  
**Paid**  
Permit No. 462  
San Rafael, CA

## UPM Committees and Staff

2009-2010

<p><b>PRESIDENT</b> Ira Lansing</p> <p><b>BARGAINING TEAM</b> Paul Christensen (Chief Negotiator) Theo Fung, Arthur Lutz, Tom Behr, Michele Martinisi, Laurie Ordin,</p> <p><b>UPM-PAC</b> Arthur Lutz</p> <p><b>GRIEVANCE OFFICER</b> John Sutherland</p> <p><b>TREASURER</b> Theo Fung, Co-Treasurer: Mike Ransom</p> <p><b>BUDGET MONITOR</b> Deborah Graham</p> <p><b>BAY 10 REPRESENTATIVE</b> Rinetta Early</p> <p><b>CCC REPRESENTATIVE</b> Open Position</p>	<p><b>NORTH BAY LABOR COUNCIL REP</b> George Hritz</p> <p><b>PROFESSIONAL AFFAIRS COMMITTEE</b> Bonnie Borenstein, Carl Cox</p> <p><b>WORKLOAD COMMITTEE</b> Theo Fung, Deborah Graham</p> <p><b>HEALTH AND SAFETY COMMITTEE</b> Jamie Deneris, George Adams</p> <p><b>PROFESSIONAL STANDARDS COMMITTEE</b> Arthur Lutz, Mike Ransom</p>	<p><b>SABBATICAL LEAVE COMMITTEE</b> Chris Schultz, Patricia O'Keefe, Radica Portello, Walter Turner (Chair)</p> <p><b>CRA TRUST</b> Ed Essick(Chair), Sarah Brewster, Ira Lansing, Ron Palmer</p> <p><b>UPM EXECUTIVE COMMITTEE</b> Ira Lansing, Paul Christensen Carl Cox, Arthur Lutz, Deborah Graham John Sutherland Tom Behr, Bonnie Borenstein, Laurie Ordin</p> <p><b>WEB MASTER</b> Mike Ransom</p> <p><b>UNION PRESS EDITOR</b> John Sutherland</p> <p><b>EXECUTIVE SECRETARY</b> Teresa Capaldo</p>
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*30 Years Strong!*



