

31 Years Strong!



INSIDE

1
Ponderings
of the
President

3
Connecting
the Dots:
Wolfgang

4
UPM
Committees
And
Staff

5
The
Part-Time
B.U.M.

6
May
Board
Report

7
UPM
Press
Release

Volume XXXV No. 5, May 2010

Union Press

Ponderings of the President by Ira Lansing

Sometimes it happens as early as April, other times as late as May, but I can usually count on it in the spring of each year. No, I am not talking about my seasonal allergies, nor the Giants slipping out of first place early in the season, but the reality that about this time of year my sense of what to write about, what needs to be communicated to the members becomes so overwhelmed that nothing comes to mind. Under these circumstances I occasionally use the trick of perusing past columns written at this time of the year to give a historical perspective. I attempted to do that this time, but the last three years did not really do it for me. Oh sure, they were great columns (he said modestly), but they talked about the start of bargaining (May 2007) and the offers on the table from the District and UPM. The next year was somewhat unique in that I attended my daughter's graduation, which was held in Yankee Stadium and a student attempted to run the bases during the ceremony. In that month's column I was able to bring in numerous baseball references along with reminders that we are all commencing a long process (mediation and fact finding). Because of his astute observations on the sport, I also had many

quotes from George Carlin (any person who noted that we park on *driveways* and drive on *parkways* deserves mention). In May of 2009 my column was a summary of what had been going on for the past year on the various fronts of bargaining and resolving grievances. Suffice it to say that column contained a lot of nothing.

So here we are in 2010 and there is still nothing new. Actually that is not entirely true. We will have a new contract this year, most likely because the District does not see any sensible way to keep dragging things out any longer and the process will reach its required conclusion; but whether the contract will be one accepted by the faculty or imposed by the Board of Trustees remains to be seen. We will have a new College of Marin Superintendent/President, but whether it will be someone the faculty can work with or one who will try to impose her or his will regardless of contractual requirements remains to be seen. And we will have a new interim president beginning in July, and whether this person will work to resolve our contract or just maintain status quo remains to be seen.

Continued on 2

At this point I really don't feel the need to recap the status of bargaining and the contract. This has been done through the UPM e-mail list and will be done again when there is something more specific for the members to consider, hopefully in the next month or so (not getting those e-mail updates? Send your request to be added from a non-CoM e-mail address to ira@UnitedProfessorsofMarin.org). Instead I will leave you with quotes from two of our very own members of the Board of Trustees, Barbara Dolan and Carol Hayashino. Here is what they had to say one night in February of this year during a meeting:

Dolan: *Your money is being used to tear apart this campus. We are going in the opposite direction...you are looking at a failed Board.*

Hayashino: *We are looking at the best way to serve our students, faculty and community. We are trying to find a way to move forward in a positive way.*

I will leave it to you to see the relevance, futility, hypocrisy or whatever in those two statements. I think in some grand sense they express why we as a faculty Union have gone through now more than three years of unproductive bargaining with the District, which will result in a contract that potentially will expire before it is created. Please do not walk away in disgust and frustration. Quite the contrary—you absolutely will be needed to make a decision, to decide on how the rest of your career as a faculty member at the College of Marin will be shaped, for that is what the next contract will do to all of us. We do not get a “do over”; we just get to do it again.

Take the time now to catch your breath, wrap up your academic doings, but as always, stay informed, stay involved, stay in touch. You will have to decide.

	<p style="text-align: center;">Tick-tock, tick, tock, time on the clock.</p> <p style="text-align: center;">Amount paid to the attorney for the MCC District for the months of</p> <p style="text-align: center;">February: \$24,480.00 March: \$24,650.00</p> <p style="text-align: center;">District Total since start of 2009: \$295,975.50</p> <p style="text-align: center;">(additional legal fees paid to the School and College Legal Services of California: \$17,897.97)</p> <p style="text-align: center;">... and still no contract</p>	
-------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

CONNECTING THE DOTS

News and Opinion

By Arthur Lutz

WOLFGANG

In W. J. Turner's book *Mozart: The Man & His Works*, Turner describes the young Mozart's musical abilities as 'astonishing and breathtaking.' At four he was playing minuets on the clavier. At five he was composing. At seven he was writing symphonies and operas and oratorios. At nine he was a master harpsichordist, organist and violinist.

Starting when Wolfgang was seven he traveled throughout Europe dazzling royalty with his musical gifts. Empress Maria Theresa was enthralled. Madame de Pompadour was enchanted. The Queen of England invited him to sit on her lap. Each bestowed kisses (and a ducat or two) on little Wolfgang. He amazed all who heard him. One newspaper reported... *"General astonishment was awakened in all hearers and necessitated the threefold repetition of his concert."* *"The boy who is in his seventh year played concertos by the greatest masters flawlessly, and also played a violin concerto, and accompanied symphonies on the clavier. He can improvise from his head on the harpsichord or organ in the most difficult keys for as long as requested."*

On many of his European tours Wolfgang was accompanied by his sister Nannerl, also a prodigious musical talent, whose abilities were reportedly as remarkable as her brother's. Not surprisingly however, (given the era) her recognition did not equal that of Wolfgang's, and as an adult her musical

career consisted of giving piano lessons while raising eight children.

But even Wolfgang, when he outgrew his ruffled shirts and was too big to be dandled on the knees of Europe's royal ladies, suffered from neglect and disrespect. The same crowned heads that had been so charmed and adoring of him when he was seven, ignored or rejected him when he was seventeen, and even more so when he was twenty-seven and dependant on their patronage to earn a livelihood.

It's not unusual for artists to be spurned when their services are no longer deemed useful by their benefactors or if they are considered too independent minded. And Mozart, a revolutionary thinker and musical non-conformist was certainly too independent for those who controlled Europe's musical patronage system.

But it's not only artists who suffer rejection when their contributions are deemed unacceptable to the interests of their employers. All working people are subject to this. That's the nature of a wage-based economic system where an employer can use an employee's output for profit, and then when profits are down, turn around and unceremoniously dismiss the employee who created the profits. And neither loyalty nor common courtesy nor human compassion enter the equation. When you're no longer a profit source for your employer you're subject to rejection and dismissal.

And it's not only in the blue collar sector where this system prevails. It exists in academic institutions as well, and it exists right here at the College of Marin,

Continued on 4

where neither loyalty, nor compassion, nor common courtesy on the part of management seem to pertain. The only thing that protects our faculty from dismissal or management whim or abuse are the protections that our Collective Bargaining Agreement affords. And for those on our faculty who refuse to be dandled on our employer's knee, a strong CBA is especially important.

That's why in our current contract negotiations management is so intent at weakening our contractual rights and protections – so that they can eliminate faculty positions at will – and so they can increase our working duties so as not to employ additional faculty to serve our growing student population – and so they can eliminate those of us who refused to be dandled.

In 1782, Archduke Joseph of Austria invited the twenty-six year old Mozart to his palace and asked him to write an oratorio for the wedding of his daughter. When Mozart refused because the pay was a mere pittance and because there would be restrictions on his artistic freedom, the Archduke, outraged at Wolfgang's refusal, ordered his squire to throw Mozart out of the palace with (literally) a kick in the rear.

Two days later, Mozart sent the Archduke a canon that he had written expressing his thoughts about the matter. It was titled, *Leck Mich Im Arsch* (K. 231) (Kiss My Ass).

After looking at the District's latest offer to our bargaining team, my own thoughts about their offer is... that I regret not knowing how to write music.

UPM Committees and Staff

2009-2010

<p>PRESIDENT Ira Lansing</p> <p>BARGAINING TEAM Paul Christensen (Chief Negotiator) Tom Behr, Theo Fung, Arthur Lutz, Michele Martinisi, Laurie Ordin</p> <p>UPM-PAC Arthur Lutz, Laurie Ordin, Co-Chairs</p> <p>GRIEVANCE OFFICER John Sutherland</p> <p>TREASURER Theo Fung, Co-Treasurer: Mike Ransom</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE Open Position</p> <p>CCC REPRESENTATIVE Laurie Ordin</p>	<p>NORTH BAY LABOR COUNCIL REP George Hritz</p> <p>PROFESSIONAL AFFAIRS COMMITTEE Bonnie Borenstein, Carl Cox</p> <p>WORKLOAD COMMITTEE Theo Fung, Deborah Graham</p> <p>HEALTH AND SAFETY COMMITTEE George Adams, Carol Lacy</p> <p>PROFESSIONAL STANDARDS COMMITTEE Arthur Lutz, Mike Ransom</p> <p><i>31 Years Strong!</i></p> <div data-bbox="602 1717 987 1896" style="text-align: center;">  <p>UPM United Professors of Marin</p> </div>	<p>SABBATICAL LEAVE COMMITTEE Walter Turner (Chair), Patricia O'Keefe, Radica Portello, Chris Schultz</p> <p>CRA TRUST Ed Essick(Chair), Maula Allen, Sarah Brewster, Judy Coombes, Ira Lansing</p> <p>UPM EXECUTIVE COMMITTEE Ira Lansing, Paul Christensen, Tom Behr, Bonnie Borenstein, Carl Cox, Deborah Graham, Arthur Lutz, Laurie Ordin, John Sutherland</p> <p>WEB MASTER Mike Ransom</p> <p>UNION PRESS EDITOR John Sutherland</p> <p>EXECUTIVE SECRETARY Teresa Capaldo</p>
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

As many of you already know, Carla Zilbersmith recently passed away. Friend and colleague, inspirational teacher, singer, actor, comedian extraordinaire, staunch Union supporter, former UPM Press editor, Carla left us all better for having known her. Below is her self-written obituary.



Carla Zilbersmith, born December 15, 1962, died today, May 17th, 2010. Carla Zilbersmith died in her home this afternoon of Lou Gehrig's disease, also known as ALS. Carla Zilbersmith was mother to Maclen Zilber, her only son...that she knows of. She was also daughter to Jack and Velma, sister to Jason and Stephen. Friend to an amazing group of caring, creative and competent friends, and lover to several very lucky and largely undeserving men. Although ALS is a fatal and incurable illness, Carla never gave up hope that one day her death would be surrounded by a cloud of controversy and speculation. Her final words, spoken through a clenched jaw were "oil can." The memorial is tentatively planned for the afternoon of Saturday, June 5th. Details will be emailed as soon as they are determined. It is guaranteed to be the funniest funeral that you have ever attended or your flowers back. Costumes encouraged but optional.

Carla

The Part-time B.U.M

Another semester is coming to an end. For many of us it means another incremental creep towards the five year full time equivalent minimum that qualifies us for the California State Teachers Retirement System defined benefit. At a 40% load, that represents almost thirteen years of service. You might think that devoting a significant portion of your working career to educate and train the next generation of wage earners would be rewarded instead of penalized, but you would be wrong.

If you have a second job or a previous career where you paid into Social Security, you could be denied your full Social Security benefits when you begin receiving payments from STRS. Spousal benefits could also be jeopardized. It is the result of what is called the Windfall Elimination Provision. There is a formula that determines how much your Social Security will be reduced based on how many years you earned a "significant" amount of salary. The formula is available at the Social Security web site, and information about attempting to repeal this punishment of those who serve our communities as teachers is available at www.ssfairness.com

Given the current state of our economy, it may be overly optimistic to believe that this inequity will be corrected soon. So, here is a plan I am considering for myself to maximize my, (hummingbird sized), nest egg. Take from it what works for you, and keep in mind that I have not yet proven it to work.

I plan to begin collecting Social Security benefits at the earliest possible date while continuing my teaching career both at the college and in the private sector. As long as I don't exceed the SS maximum allowable income in my private sector job, currently about \$14,000 annually, there will be no deductions from my SS payments. The salary I earn that pays into STRS will have no effect on SS benefits. And here's the kicker... When I reach the age where I would be eligible to receive the maximum retirement benefit from Social Security, I can choose to pay back all the money I have received from SS and begin collecting at the maximum benefit amount. That's an interest free loan from the government that I can invest as I choose.

Well, enjoy your summer and remember that the world is run by those who show up, so start or keep showing up.

Tom Behr, Part Time Rep

UPM BUILDING REPRESENTATIVES

<u>Building:</u>	<u>Contact:</u>	<u>Campus Extension or Email:</u>
<i>Austin Science Center</i>	<i>Ira Lansing</i>	<i>7531</i>
<i>Business Center</i>	<i>Mike Ransom</i>	<i>7579</i>
<i>Dance, Landscape,</i>	<i>Deborah Graham</i>	<i>Deborah.graham@marin.edu</i>
<i>Fine/Visual Arts</i>	<i>Tara Flandreau</i>	<i>7576</i>
<i>Dickson, Fusselman Hall</i>	<i>Paul Christensen</i>	<i>7635</i>
<i>Harlan Center</i>	<i>John Sutherland</i>	<i>7434</i>
<i>IVC Campus</i>	<i>Arthur Lutz</i>	<i>8518</i>
<i>Learning Resource Center</i>	<i>Carl Cox</i>	<i>7423</i>
<i>Part-time Faculty</i>	<i>Tom Behr</i>	<i>tom.behr@marin.edu</i>
<i>Physical Education</i>	<i>Ira Lansing</i>	<i>7531</i>
<i>Student Services</i>	<i>Theo Fung</i>	<i>7389</i>

May Board of Trustees Meeting

At the May 18 meeting of the College of Marin Board of Trustees, Al Harrison (currently District Chief Fiscal Officer) was appointed Interim President/Superintendent. His appointment is effective July 1 and continues until a permanent replacement is hired. The current CoM president's last day of paid service is June 18.

The consultant coordinating the search and hiring process for the new president estimates that the selected person will not be on board until November or December at the earliest. Interviews with the top 5 finalists are scheduled for the second week of September.

At the same meeting the Trustees accepted the quarterly financial statement--the CCFS-311--that is filed with the Chancellor's Office. In addition to reporting certain financial data, the form asks two questions: Does the District have significant fiscal problems that must be addressed: This year? Next year? To both of these questions the answers filed with the State office were "No." Believe what is filed, not what you hear?

A last item of interest at this meeting was the reporting of over \$44,000 paid

for the month of February only to the District's chief negotiator and litigator. This amount could have paid the increased medical costs for all unit members for the rest of the year or increased dental coverage for part-timers for the duration of this contract.

And speaking of contracts, some administrators are saying we have settled a contract. Considering that UPM has not even received a written version of what they might think is settled, there are still numerous outstanding issues. A mutually agreeable contract COULD be reached fairly soon, but first it requires that the parties meet and exchange written proposals, something that has not happened. The District has not produced a written offer of their "settlement." To expedite the process, UPM President Ira Lansing contacted CoM President Fran White to meet and resolve the issues. White declined to meet, saying she was content with the way the process is going (i.e., close to nowhere).

UPM will push District representatives to meet. We indeed may be close, but until something appears in writing, no one knows what we are close to.

--UPM Executive Council

AFT/CFT Increase Reminder*

Summary: The monthly per capita rate per full-time equivalent member will increase by \$3.14 (or appropriate share) in 2010. The first increase on \$1 is effective July 1, 2010 and will "sunset" after three years. On September 1, 2010, the monthly per capita rate will increase an additional \$2.14 per full-time equivalent member. Of this amount, \$2.00 is designated for the CFT COPE fund.

*For a full account of AFT fee increases, see the April UPM Press



- Home
- Officers & Committees
- Contract
- Newsletter
- Benefits
- Bylaws
- Constitution
- Gallery
- Other Union Sites
- Members Only
- td
- Officers/Reps Mail Access

Visit the UPM Archives: [Press Releases](#) ~ [Announcements](#) ~ [Newsletters](#)

UPM Protests for a Fair Contract at Board of Trustees Meeting

Click marquee for more information...

As Fran White prepares to leave the College in a wave of celebration and praise from the Board of Trustees ...

..she leaves behind three years of unsuccessful bargaining and TEN unresolved legal issues including four with UPM and five with the non-faculty staff union ...

CONFERENCE WITH LABOR NEGOTIATOR

Relative to the following organizations representing employees: United Professors of Marin (AFT/UPM), California School Employees Association (CSEA), Service Employees International Union (SEIU), Unrepresented Employees (Confidential, Supervisors, Managers)

Agency Negotiators: Larry Frierson

Bruce Heid

(b) Significant exposure to litigation pursuant to subdivision (b) of Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL - Potential & Existing Litigation

- Ten - Mize-Kurzman vs. Marin CCD (California Court of Appeal)
- UPM/T. Fung, P. Christensen vs. MCCD Grievance
- SEIU vs. MCCD Grievance (Police Officers – Donning & Doffing)
- UPM/Ordin vs. MCCD Grievance
- UPM/Christensen vs. MCCD Grievance (Overload III)
- UPM/Jones vs. MCCD (Overload)
- SEIU vs. MCCD Grievance (contracting out)
- SEIU vs. MCCD (PERB Unfair Practice Charge re. Surface Bargaining)
- SEIU vs. MCCD (PERB Unfair Practice Charge re. Contracting Out)
- SEIU/Kesecker vs. MCCD Grievance

(from the May 18, 2010 Board of Trustees Meeting agenda)

Board of Trustees you need to end the attack on the Faculty Union and negotiate a fair contract now!

www.unitedprofessorsofmarin.org

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

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

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: _____