

30 Years Strong!



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Volume XXXVIII No. 6, June 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 months of March and April: \$26,129**



*The following was presented by the UPM President to the Board of Trustees at their June 24, 2008 meeting.*

I understand that over the last year or two when I have addressed you, the Board of Trustees, my very presence in front of you has most often generated distaste and displeasure. Indeed, some of you even turn away so as not to face me when I speak. I also understand that my

discourses are usually not viewed as pleasant and endearing, but rather are likely to be critical and full of condemnation. So tonight, rather than continue in what might be the expected vein, let me try a new approach. Let us engage as educators, let me pose as a student and ask questions of you. I understand in the current Board meeting you will not actually answer my questions, but I am certain that you know of at least

one forum where responses could be given. In addition, I have previously asked to meet with you in closed session, a request which was denied. I renew that request at this time.

Here are my questions, and to assist in the answers, I will also include some facts that I know in the hopes that you may better respond.

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I know that all aspects of our collective bargaining agreement do not sit well with you and the current administration. In fact, one trustee said to me “there are things in that contract that shouldn’t be there”. Fair enough. Then why don’t you negotiate changes? You cannot say that is what you are doing in bargaining. UPM has not received counter-responses on 12 of the 18 articles that you as a District proposed to negotiate. Have you so little faith in your bargaining team to engage in give and take, in compromise bargaining, that you would rather go to mediation and fact-finding? Yet still this lack of accomplishment in bargaining results in legal costs of over \$8000. What have the taxpayers of Marin received for their money?

Have you so little faith in your bargaining team to engage in give and take, in compromise bargaining, that you would rather go to mediation and fact-finding?

My second question is why do you refuse to engage in

meaningful resolution discussions when there is an interpretation issue that might result in a grievance? Why is the response to every grievance as follows: it—whatever “it” may be at the time—is only a request and management retains its prerogative to do what it wishes? I thought the purpose of collective bargaining agreements was to reshape management’s prerogative and to add specifics where something like the Education Code or Board Policy provide only generalities. It does not work to say, as you have in a recent grievance response, the Education Code allows the Board of Trustees to award sabbatical leaves at its discretion, when the current contract adds limitations and qualifications on what you or an administrator may do regarding sabbatical leaves. The contractual restraints must be adhered to unless and until changed. Why do you refuse to talk about the differences and insist on proceeding with grievances? Again, is this the best use of the taxpayers’ money?

I know that you were not present when all aspects of our Collective Bargaining Agreement were signed

and some of the existing requirements do not sit well with you.

Again, is this the best use of the taxpayers’ money?

But my next question is why would you choose to engage in a process that costs you \$12,000 per month in interest alone? Why would you choose to ignore an offer made by UPM two years ago that, if agreed to, would have cost you only one-third of what you will now have to spend? Why would you allow your attorney, at a cost of nearly \$200,000, to present arguments on behalf of the District that an arbitrator found to be a “specious” (the arbitrator’s word) and belated attempt to present arguments that it “could have and should have addressed in 2006 and 2007”? It is one thing to be wrong, it is another thing to be false and deceptive, so much so that for the first time in the history of this institution, for the first time in any arbitration that has ever occurred in this District, the Union has been awarded, in addition to the original financial issues, \$2500 in damages.

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While the sum may not appear great, the behavior that it signifies is shameful.

I know that many administrators and trustees believe that these problems with the Union are the result of the actions of just a few old and recalcitrant faculty. Then why did 70% of the faculty publicly or anonymously donate money to run a half-page ad last spring in the *Marin Independent Journal* to express their dissatisfaction with the current administration? Why did every incumbent in a recent Union election retain his or her position, and why in the only contested race was the incumbent re-elected with 90% of the votes? You may only see the faces of a few old and recalcitrant

faculty, but we have the support of all the faculty.

It is one thing to be wrong; it is another thing to be false and deceptive

Unfortunately I am afraid that I know the answer to most of my questions. To quote Sherlock Holmes: “when you have eliminated the impossible, whatever remains, however improbable, must be the truth.” The improbable truth must be that you as Trustees and administrators find the current contract so reprehensible that at the end of the day, if a list of hundreds of detestable contractual items has been reduced by just one element, no matter what the cost, it is well worth it.

So my last questions to you must be, is this the best use of the taxpayers’ money? Is this approach so preferable that it is more desirable to engage in public ridicule and condemnation of your own employees than to engage in meaningful discussions and bargaining?

To you, the readers of this column, I would ask you to keep the posed questions in mind and watch to see what answers are forthcoming.

As always, stay informed, stay involved and stay in touch. To assist in this process, e-mail me at [ira@UnitedProfessorsofMarin.org](mailto:ira@UnitedProfessorsofMarin.org) and I will add you to the list that receives “alert notices” if you are not already on it (no spam, promise).

Your UPM Website  
[www.unitedprofessorsofmarin.org](http://www.unitedprofessorsofmarin.org)

District Lawyer Paid \$ 400,000.00 to negotiate?

UPM Requests PERB to Declare Impasse!

Read the latest UPM Press @

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

## **CONNECTING THE DOTS**

News and Opinion  
by Arthur Lutz

### **PARADISE LOST?**

When the Dalai Lama fled into exile in 1959, he made sure that he did not leave behind the privileged life to which he had been accustomed. According to documents released by the US State Department in 1998, *His Holiness* negotiated secret annual payments of \$186,000 for himself and \$1.7 million for other high ranking elites who followed him into exile in India. Currently, mostly through the *National Endowment for Democracy*, the US Congress allocates \$2 million annually for Tibetan exiles.

***“His Holiness negotiated secret annual payments of \$186,000 for himself and \$1.7 million for other high ranking elites who followed him into exile in India.”***

The Dalai Lama has described Tibet before the Chinese communist incursion as a deeply

spiritual, tranquil and non-materialistic society. Actually, when the Dalai Lama ruled Tibet it was anything but tranquil or devoted to humane values. Rather, it was a repressive, feudal theocracy run by and for the benefit of wealthy monks, with the majority of Tibetans living as serfs or as slaves. Most Tibetans received no schooling or medical care and were required to work without pay on monastic lands. Individuals who resisted or ran away were subject to torture and mutilation, including eye gouging, the pulling out of tongues, hamstringing and the amputation of arms and legs. Most people lived in poverty and subjugation. The Dalai Lama however lived in luxury in the 1,000 room Potala Palace and had thousands of house and field-slaves directly under his control. And although he later admitted that there were inequities in the Tibetan social system, *His Holiness* made no reforms during his reign.

Tibetan Buddhist religious teachings supported the class system. The poor and

afflicted were taught that their plight was the result of sins that they had committed in past lives – and that they must accept the misery of their present existence as karma and atonement for their prior transgressions – and that the rich and powerful had earned their good fortune by having lived virtuous prior lives – and that the lot of the poor might improve when reborn if they were obedient to their current masters.

***“Few Tibetans would welcome a return of the corrupt and brutal aristocracy of lamas that ran the country before and during the Dalai Lama’s reign.”***

Two years after the Chinese communist revolution of 1949, the Chinese entered Tibet and began to institute reforms. They put an end to floggings, mutilations and amputations as a form of criminal punishment. They built the only hospitals in Tibet, abolished slavery and the system of unpaid labor and they

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established secular education. By 1961 hundreds of thousands of acres, along with farm animals formerly owned by the monasteries and wealthy lamas had been distributed to tenant farmers and landless peasants. People were no longer compelled to pay tribute or make gifts to the monasteries, and monks who had been forced into religious orders as children were now free to renounce the monastic life. Many of them did, and the remaining clergy were required to live on modest government stipends.

These collectivist and egalitarian changes were not looked upon kindly by *His Holiness* and the lamaists, and in 1956-57 with the help of the US Central Intelligence Agency they organized armed bands to ambush convoys of the Chinese Peoples Liberation Army. The CIA provided extensive support, including military training, support camps in Nepal, and airlifts. In 1959 however, when it became clear that the uprising was not supported by most Tibetans, the Dalai

Lama and many high ranking aristocrats fled to Dharmshala, India where he and his two brothers established the *Tibetan-Government-in-Exile* and continued their attempts, both overtly and covertly, to restore the old order and return to power. These activities included airlifts of Tibetan commandos whom the CIA dropped into Tibet, (most of whom were never heard from again.) The Dalai Lama also began a highly sophisticated and extensive public relations campaign (financed in part by financier George Soros) which included hundreds of personal appearances in venues around the world (especially at colleges), to gain support for the “*Free Tibet*” movement, and for his return as head of state.

***“A sophisticated public relations propaganda campaign was able to convince many well meaning and intelligent people that an autocratic administration is deserving of continued endorsement and support.”***

It is true that the Chinese made many mistakes in Tibet, especially during the period of the 1966-76 *Cultural Revolution* when religious persecution reached a high point both in China and in Tibet. In the late 1970’s however, China began relaxing controls over Tibet and has since initiated reforms granting Tibet a greater degree of self-governance. (China claims suzerainty status over Tibet). China has also spent millions of dollars to help repair damaged temples and shrines.

Many Tibetan peasants continue to be religious and still revere the Dalai Lama, but few would welcome a return of the corrupt and brutal aristocracy of lamas that ran the country before and during the Dalai Lama’s reign. Most Tibetan farmers have no interest in surrendering the land or livestock they were given during China’s land reform, and former Tibetan slaves say that they do not want their former masters to return to power.

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As one former slave expressed it, *"I worship the Dalai Lama, but I'm better off now than when I was a slave."*

Given the history of Tibet it's surprising that so many in the west idealize the Dalai Lama and are eager for Tibet to return to a feudal theocracy under the control of a religious head of state. Tibet, when ruled by the Dalai Lama was not a romantic Shangri-La. It was a despotic serfdom where vast wealth and

power was accumulated by a favored few who lived off the blood and tears of the many. The Tibetan people would hardly be better off with a return to the past.

For us at the College of Marin the story of Tibet and the Dalai Lama can be instructive and relevant, because it shows how a sophisticated (and well financed) public relations propaganda campaign is able to convince many well meaning and intelligent

people that an autocratic and incompetent administration should be deserving of continued endorsement and support.

*Sections of this article have been excerpted from the writings of M. Parenti, S&R Gelder, S. Flounders, A.L. Strong, the NY and LA Times, Reuters, and other sources. Complete references on request. A.L.*

## Mediation Update

Late in the fall semester, after many months of fruitless negotiations, UPM requested to declare impasse in bargaining. The District agreed soon thereafter. On June 3<sup>rd</sup> and then again on June 24<sup>th</sup>, your Bargaining Team and the District met with a mediator, attempting to find some way to move forward in the bargaining process.

During the first mediation session, the District repeated its position on salary: "Zero% increase."

However, in the second session, again in regard to salary, the District did make this "major" change: Instead of 0% for each of the three years, they are now offering 0% for one year, re-opens for the second and third years, but only a one year contract. UPM modified its money proposal by reducing the average of the Basic Aid districts number and spreading it over three years (which would now be roughly 7%/year).

**"Zero% increase."**

Though Bargaining Team members were not surprised at the District's generous offer (after all we've been at the table for over a year), the mediator did appear at least curious as to how the District could ask for so much in terms of power and authority and offer NOTHING in return.

One of the basic tenets of bargaining is the notion of "give and take." You give something to get something.

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The mediator knows well that in bargaining you give money to get authority, or give authority to get money. He knows, too, that the District wants authority but is unwilling to give any money in exchange. For this reason he is reluctant to even recommend sending the parties to fact-finding, even though the District has said they welcome going to fact-finding so they can **impose a contract.** (Yes, they said that should you have any doubt as to their real intentions. As a reminder, should it come to that, we have three options: accept the imposed contract, go back to negotiations or go on strike.)

It should be noted that in negotiations up to this point, District representatives have repeatedly told us that

they could not talk about salary increases until the dollar amounts in the retirement savings arbitration (See update below) were known. However, the arbitrator's ruling was out before this second mediation session, and still the District refused to make any offer (except "ZERO") in terms of raises. This is simply bad faith bargaining.

The District also said they have no changes to offer from their previous one-sided and obnoxious proposals in Article 6 (Transfers and Assignments), Article 7 (Evaluations) and Article 16 (Upgrade/Hiring). They also presented no response on the other dozen or so remaining articles that they initially opened.

We still put forward all of our previous proposals, but in the absence of a

response from the District, made no modifications except to say that our changes to conform to previous District proposals were still agreeable. A third (and final?) session of mediation has been scheduled for mid-July.

**This is simply bad faith bargaining.**

**A full summary of UPM's and the District's proposals can be found on the UPM website: <http://unitedprofessorsofmarin.org/>**

To view the summary, click on the "Flyer" link under "The Public Employment Relations Board (PERB) has approved the Union's request for impasse."

## Retirement Incentive Arbitration

For the third time on the same issue, the arbitrator in the Retirement Incentive arbitration has ruled that UPM is correct. The arbitrator has said the District has

intentionally stalled paying the money to the faculty and fined the District/attorney \$2500 for willfully delaying. The arbitrator wrote that the calculations on the back pay, done by Mike

Ransom, are correct and should be implemented "forthwith". This is NOT your contractual raise;

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this is money you loaned to the District out of savings from retirees in 2003-2004 and they have yet to pay you back with interest (the interest alone is costing them about \$12,000/month). Your raise for 2007 and beyond is still in negotiations, which have gone to mediation.

What this means in practical terms is a net 2.7% increase in the current salary schedule, effective July 1, and back pay to 2004 through 2008 with various salary adjustments along the way, all with 7% interest. The District is working on the back pay checks but is not sure if they will issue one check or up to four separate checks. They say it depends on what County Payroll requires. They also know that any delay past July will require new computations on interest and back pay, so it is to their advantage to get this done by next month. So when will you see a check? Best case scenario, July 15,

however, back pay computations in the past have taken the District up to two months to do. As soon as final numbers have been submitted to the District, UPM will publish the new salary schedules and the back pay percentage increases.

**Here is the concluding passage from the arbitrator's Opinion:**

“Again, both sides put considerable effort into identifying the individuals who would count and this was done, whether involving new hires of other employees, on the basis of assignments previously performed by retirees. I find that the Employer waived its right to litigate on the question of whether a new group of employees should count for the purpose of liability when it did not introduce, develop or set forth its position in the briefs. I find extremely unconvincing the idea that the Employer did not do so because it did not know that the Arbitrator would issue

and Award relating to new hires. New hires were at issue in the arbitration hearing and it is specious for the District now to belatedly attempt to open this new issue which it could have and should have addressed in 2006 and 2007 now, belatedly at the remedy stage.

I am of the view that the Employer waived this right and its position is specious. Accordingly, not only do I exclude the employees in question but I award the Union \$2500.00 in damages as requested for this reason.

“I am of the view that the Employer waived this right and its position is specious.”

The time for implementation of my December 3 Award is now. There must be no more delay. The parties must implement the Award forthwith.”

**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

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