

30 Years Strong!



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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 August: \$9,520**



... and still no contract

As I write this, it is less than three weeks until the General and Presidential Election. It would seem that campaign fever has struck our own Board of Trustees. At the last meeting this group briefly addressed and discussed the issue of the new Board officers who will be elected by the Trustees this coming December. A few of the members spoke to indicate their desire to be an officer and briefly presented their "credentials" as a candidate.

Here are some of those comments:

"We must collectively work together, use our collective strengths."

—Phil Kranenburg

"It is important to have someone who can become an ambassador and a collaborative member of the team."

—Eva Long

"It is important to have discussion and good debate."

—Annan Paterson

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“We must honor and respect comments without division.”

—Barbara Dolan

Under normal circumstances, as an employee, I would be proud that the Trustees for the College of Marin would express such lofty, collegial and welcoming thoughts. Perhaps it is the cynicism of the times, the political bombardment to which we are all subjected, but these four statements are about as real as Tina Fey being Senator McCain’s running mate: they look good and sound good, but they are not the real thing.

How many times can a trustee say “collective” in one sentence, yet refuse to give authority to make an offer, to respond to an offer or even accept an offer, to their own collective bargaining team? At the last session of mediation UPM gave the District an all-encompassing proposal that would have resolved every issue on the table to the satisfaction of the District—it was to accept their offers in exchange for salary and benefit adjustments in line with other Basic Aid districts. A move of this sort serves as a starting point; the money requested is most likely higher than the District is willing to go and their language has many unacceptable proposals from the faculty’s standpoint. Still, it forces each side to determine what is really important, what do you really want? Is it worth it to get everything one side wants for a high price? Is it worth it to give away many hard-won issues for a high price? The answer to both is most likely no, but the question would produce additional bargaining: possibly a lower money offer, less language, etc. But

rather than engage in this collective bargaining process, the Trustees told their team “you have no authority”. Which would seem to put the next Trustee’s statement in a new light: if you do not engage, are you by default collaborative? If everyone on your team does nothing, makes no offers, then everyone is automatically collaborating since there is nothing on which to disagree! And also remember, you may be our ambassadors, but you have no authority. Hmm, that sure seems to simplify the process. And what does that say about “discussion and good debate”, as the next Trustee states? They are important, as long as it does not happen with your own employees at the bargaining table? Makes it much easier to avoid division, too, as the last Trustee’s declaration indicates. And honor and respect are definitely important, as long as they are not for the terms of the collective bargaining agreement or the process of collective bargaining itself.

Where this is heading is clear to see—an imposed contract with the terms of the District’s last, best offer. Where it will end is less evident—will you accept it or are you willing to go on strike to force the parties into meaningful bargaining?

There are many questions that will need to be answered before any of us are ready to make that decision. But the consequences will affect you for the rest of your time as a College of Marin employee. It is critical that you stay informed, stay involved and stay in touch. Start by getting on the UPM informational e-mail list. Send your request to join to ira@UnitedProfessorsofMarin.org (non-college e-mail addresses preferred).

Your UPM Website

www.unitedprofessorsofmarin.org

CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

SHOCKED, SIMPLY SHOCKED!

I read the other day that Alan Greenspan, former chairman of the Federal Reserve said that he was “*shocked*” that Wall Street investment bankers and corporate CEOs would succumb to such greed and self-serving opportunism as to bring our economy crashing down. Obviously, Greenspan, despite being a classically trained economist, never read his Marx.

Those who *have* read Marx know that Karl Marx predicted it all. Unfortunately no-one cared to listen, and even today most economists like Greenspan are still not listening and are relying on the mantra that it was “personal greed” or “loss of confidence” that explains our economic collapse. Marx, on the other hand, understood that an economic collapse like ours was predictable and inevitable because of the internal contradictions in capitalism.

Karl Marx maintained that all value (wealth) is derived from labor, and the creation of wealth is accomplished when industry employs labor to produce goods. These goods are then sold to the public for more than the cost of production. This difference between the cost of manufacture and the selling price constitutes the profit that goes to the factory owner. Marx called this profit “surplus value.”

But there is a problem with this method of accumulating wealth, because if there are profits for the owner, then the

workers who produced the goods will not have been paid enough so as to be able to buy back all the products that they produced. And then there will be over-production and factories will close and workers laid-off – which will further decrease available monies in the hands of the workers to buy goods. And this will lead to additional factory closures. The inevitable result is recession and depression.

In order to forestall these unavoidable economic crises and maintain profits, modern entrepreneurs developed new global markets and new global production facilities where they could manufacture their product more cheaply and sell them to new foreign workers. But when labor-costs in these foreign markets increased and production costs increased due to an increase in shipping and energy costs, profits were no longer sustainable.

But capitalism is resilient, so in order to maintain wealth acquisition, capitalists turned to other methods of assuring continuing profits – financial hocus-pocus, expropriation of property, fraudulent banking transactions, home and property foreclosures, and war.

And that’s what we’re seeing today. Instead of accumulating wealth through profits based on production, modern capitalists are using esoteric financial manipulations and war in order to acquire wealth.

Marx also described how the exploiting class was able to enlist the support of some of the proletariat (lumpen-proletariat) to act against their own best interests.

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They did this by the use threats and financial payoffs and promises.

Marx predicted it all. But besides predicting the economic turmoil that we are currently suffering, Marx also saw a way out of the conundrum of “surplus value.” He saw a resolution of the contradictions of capitalism through Socialism – ownership of the means of production by the producing class. Under Socialism there would be no “surplus value” accumulated by an exploiting class. There would be an egalitarian society where all value would be retained by those who created the wealth. No theft of property or goods. And no need for war.

Now we know why Allan Greenspan and his fellow Wall Street bankers, stock traders and corporate CEOs are so afraid to mention the name of Karl Marx. Under an egalitarian society they would suffer the loss of privilege and great personal wealth. And so they spread the fiction that the stock market decline and

the world economic crisis is merely the result of “loss of confidence,” or a few bad apples on Wall Street whom they will punish.

At the College of Marin, we also have a class that is desperately attempting to preserve their personal privilege by disenfranchising those of us who create the wealth. And they claim that we are “bad apples” and should be punished. And they are trying to gut our contract and destroy our faculty union because they know that without a strong union, they will have free rein to pursue their anti-union, anti-egalitarian agenda.

And they are also trying to bribe, threaten and cajole some of our own faculty (lumpen-faculty?) to act against faculty interests.

As faculty, we need to defeat the administration’s anti-union agenda, and rebuff the naysayers in our own union. We should all stand together until we achieve a fair contract.



Grievance Update

More than ever before, the District is violating the Collective Bargaining Agreement it agreed to and signed with UPM. The District's position on grievances is characterized by its refusal to communicate, its misrepresentation (or at best, misinterpretation) of contractual language and its double standards.

Here's a review of what's on the table:

Racism Investigation

You'll recall that some time ago, a student petition was read before the Board charging two long-time and highly respected faculty members with racism. Consequently, the District conducted an investigation, which has been completed and which cleared our two colleagues of any wrongdoing. But now that the two faculty members have been cleared and UPM has requested a copy of the investigation report, the Executive Dean of Human Resources has been denied access.

Article 24.14 (Files and Records: Development/Retention/Confidentiality/Access) clearly states that "all documents, communications and records pertaining to a student complaint shall be confidential and shall be filed in a separate student complaint file in the Office of Human Resources and Labor Relations. The unit member and UPM shall be permitted to examine and/or obtain copies of materials contained in these files."

However, repeated attempts to obtain the report have been met with either

misinterpretation ("We don't have to show it to you.") or outright refusal to respond. This issue has yet to be grieved, as the latest refusal to allow access only came last week. Since then, we have made numerous requests, only to be met with... silence. In the absence of any further communication or compliance to allow access, UPM will grieve.

Overload

Recently, several full-time faculty members have been told that they could not do overload in spring, 2008. While the Contract guarantees a 3 unit or 20% instructional overload, a long established practice, the District now says, "No." Vice President Martinez said that overload will be granted only with justification. But when asked on what criteria such justification would be judged, Ms. Martinez replied, "On a case by case basis."

While UPM applauds Ms. Martinez' stamina in serving as CoM Vice President of Student Learning AND as a full-time ESL instructor at City College of San Francisco, it questions the District's double standard on overload. Grievance underway.

Conference Leave

Though the contract clearly states that "the PAC shall award conference money for travel expenditures (including meals) to all approved conference leaves not to exceed \$1,000 per year per unit member" (Article 5.5.3.3, Travel Award Schedule), the District is refusing to honor the agreement.

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Furthermore, Board policy states,

“It is the policy of the District to reimburse, to the extent possible within necessary financial constraints, expenses incurred in travel, conferences, and meetings of governmental agencies, professional associations, and educational organizations and associations” (Board Policy Expense Reimbursement EC 87032, 6.0009).

And yet, District representatives ignore the language to which they agreed and refuse to fund selective conference leave requests. Yes, that means another grievance.

Intercession

This last summer, the District unilaterally and arbitrarily placed unit limits on intercession work. Initially, the word from the OIM (Office of Instructional Management) was that the cap was 9 units; then it was 6; then, breaking its own policy, it allowed 7 and then 8. Ironically, the District’s position is that instructors should not be overextending themselves so that they can better serve students. In light of Vice President Martinez’ acting as Vice President of Student Learning AND teaching ESL full-time at City College of SF, this is at best a double standard. Another grievance? You got it.

Reduced Load

The District has now at least on two separate occasions denied the contractually mandated instructional teaching load (between 14 and 16 units per semester) for instructors. By not granting a full teaching load, the District has violated section 8.2.1 of the CBA.

And, yes, you’re right—another grievance.

No doubt this is not the end of contractual violations. One would think that the District would have learned more from the recent Retirement Savings arbitration that UPM won: The District had agreed to the provision in the previous contract and then decided not to honor its own agreement. As you know, the arbitrator decided in UPM’s favor, describing the District’s arguments as “specious.” (Think about this for a second: The District paid its attorney more than \$500,000 last fiscal year; the arbitrator characterized his argument as “specious”; not one of our college’s three unions has a contract; and Attorney Frierson leads the District’s “negotiation” team.) The Retirement Savings settlement brought unit members healthy retro-payments and more. Sadly, though, the District’s obstinate defiance cost Marin County taxpayers half a million dollars in interest (not to mention substantial attorney fees)—all dollars that should have gone to our students’ educations. Well, at least the District’s attorney didn’t mind.

As this summary of grievances shows, the District continues to play carelessly with taxpayer dollars by disregarding legally binding agreements, in the process creating a hostile environment on campus and in the community and ruining the very mission of our good college.

J Sutherland

PAC Notes

Currently the PAC still has available about \$19,000. If you intend to apply for funds for conference leave, keeping in mind a few things will expedite processing your request:

You must file a request with PAC for any conference leave, whether or not you are requesting PAC funds.

Fill out and date the appropriate multi-copy Conference, Honorary Leave, Short Course Request Form for UPM/AFT Unit Members, which are available in the mail room or in the TRC.

Attach conference information.

Complete the Assigned Hours and Substitute Arrangements Form for Conference or Honorary Leave form. You must also complete, sign and date the CEU Waiver portion at the bottom of the form.

Submit the forms and documentation to HR where your request will be time stamped to record when it was received. Under the contract you must submit your request at least 15 days before the first day of leave. If, due to unusual circumstances, you cannot meet the 15 day deadline, you must request a waiver in writing.

At the next PAC meeting (generally every Tuesday afternoon throughout the semester) your request and documentation will be reviewed, voted on for approval, and sent to the Vice President of Learning. The District is likely to submit requests for travel out of state or country for Board notification or approval at the next Board meeting, before approving them.

You will receive a memo from the Vice President of Learning acknowledging your approved leave, along with the "gold" copy of your request.

Retain all receipts for reimbursement

Within 60 working days of the last date of leave, complete, sign and submit a Claim for Reimbursement form, available from your Department Assistant, along with a copy of the approval letter from the Vice President of Student Learning and all of your receipts. (Be sure to make a copy of everything you have submitted as backup.)

If you have any questions regarding leaves, consult your contract (Article 5) and your representatives on the PAC, Mike Ransom (x7579) and David Rollison (x7355)



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. Please direct your letters to john.sutherland@marin.edu Names withheld upon request.

**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: _____
Name _____
Address _____
City : _____
Zip: _____
SSN: _____

UPM Membership Application Form

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

Date: _____
Name: _____
Address: _____
City: _____
Zip: _____
Home Phone: () _____
Campus Ext: _____ Dept _____
Email: _____
SSN: _____

Check the appropriate box:

- Permanent credit or non-credit employee or leave replacement.
- Temporary non-credit employee on the quarter system.
- 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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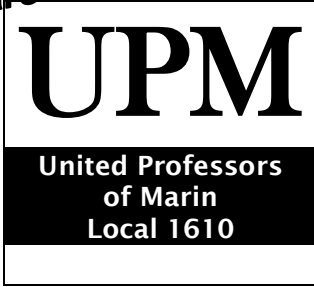
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30 Years Strong!



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Save the Date

Board of Trustees Meeting

Tuesday, November 11

When: 5:30 PM

Where: Kentfield Staff Lounge, Deedy Student Services

Why: Protest Unfair Labor Practice and Demand a Fair Contract

Live Music, Uncoordinated Potluck Picnic, Informational Picketing

Join your colleagues in the fight for a fair contract. Bring your family friends and students.