

31 Years Strong!



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Volume XXXV No. 3, March 2010

# Union Press

## Ponderings of the President by Ira Lansing

Last September this column made reference to a line from Shakespeare's *Julius Caesar*, specifically the one that mentions the Ides of March. It was done with the intention of showing that with the current state (in September) of fact finding, the process would likely lead to an imposed contract and the required vote by faculty to strike or accept the imposed contract sometime during the following March of 2010. Well, here we are in April and we are still in fact finding.

In December of 2009 this column made a second reference to a television show called "Flashforward" to express the desire (à la the TV show) to see where we might be the following January or February, in large part because of the recent Board of Trustee election and the change in Board members that resulted. The hope was that we may have moved to a resolution by then. Well, here we are in April and we are still in fact finding.

Clearly I am lousy at predicting when fact finding will end and this soon-to-expire

contract will be resolved. At this point (which is actually March as I write, but don't let that confuse you; things could still change with my track record!) I can only say that fact finding is scheduled to end April 8. After that date there is the possibility that the State appointed fact finder will call for more "don't call them bargaining" bargaining sessions. Perhaps he will then share with the parties his perspective of where he sees the issues and what he might put in his report (which could take until August or September to produce), with the hope that it could result in movement by either party. In the past when he has tried this, it has been unsuccessful since the District's position has been that they will not change any of their proposals, despite whatever changes UPM might make. But we all can give it one last try.

This seemingly never ending process has shown the "old style" of bargaining is not working. The District's representatives come to the table with little or no responses to UPM's proposals, they offer nothing in

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return and have made no meaningful movement on all of the outstanding issues since February 29, 2008. Despite changes in the Board of Trustees, and even with pending administrative changes, mediation, fact finding and facilitation have proved fruitless, accomplishing little more than generating time on the clock for lawyers paid by the hour (UPM has not used a lawyer for these). It is time to realize that as a labor union, we have other tools at our disposal and we will need to shift our tactics. As an organization, we will have to decide what works and focus on and increase those specific activities. UPM is planning to hire an organizer to prepare the membership for the next stage in our efforts to gain a fair and equitable contract. As the academic year closes we recognize that collective bargaining alone may not be sufficient to achieve our goals, especially after three years of fruitless negotiations. With that recognition UPM is planning to begin a new organizing campaign to take the kinds of actions necessary to bring justice to the faculty and the campus. The March Board of Trustee meeting saw one example of this kind of action. Nearly 40 faculty—full-time and part-time—showed up to provide informational picketing and later to address the Board of Trustees. A special UPM thanks to Hank Fearnley, Sarah McKinnon and John Sutherland, who addressed the Board on the damage created by a labor dispute—the damage to the institution, the community and to the students. Derek Wilson, in his Academic Senate report that night, also brought the Board to task at great length for their misdirection and mysterious use of Bond money in the area of information technology.

UPM's presence at this particular meeting was very beneficial for at least three reasons: first, we were not the only ones there with a labor problem. Four

representatives from SEIU (who represent police, grounds and maintenance) also presented their labor issues, such as no contract resolution after “only” 6 or 7 months. They accused the District of superficial surface bargaining and other unfair labor practices. Second, members of the Kentfield community with an interest in the Measure C bond construction were also present in large numbers, and it was beneficial for them to see how the Trustees (mis-) handle some of their business. And third, the consultant representing the company engaged to search for the new president was also in attendance. He commented that since this meeting was being streamed live across the Internet, it would undoubtedly be seen by potential candidates and he would have to explain what was going on with the employees and their labor disputes. By the way, he also said that a new president would not likely be hired before late into the fall semester.

As previously stated, it does not seem to be possible to move the Trustees and the administration through standard negotiating techniques. They have no interest other than to impose a contract of their choosing, and one that in all likelihood will have many elements of approval by the “neutral, State appointed” fact finder. At that point the Trustees will believe they are justified in destroying the contractual protections and benefits of the last 30 years. More than just your wages and health care will be lost (frozen at 2006 levels with increased copays, by the way). The very basic elements of your job will be severely impacted. To avoid a strike is something we all want, but that means the Trustees and the administration must have an incentive to negotiate a fair contract now. It will take participation by all of you. With the assistance of a Union Action Organizer and

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with regular updates through an e-mail list, we all can stay in touch, stay informed and stay involved.

Not on the UPM e-mail update list? Send a request to be added from a non-CoM e-mail address to [ira@UnitedProfessorsofMarin.org](mailto:ira@UnitedProfessorsofMarin.org). You will receive a confirmation back.



**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	Tara Flandreau	7576
Harlan Center	Paul Christensen	7635
IVC Campus	John Sutherland	7434
Learning Resource Center	Arthur Lutz	8518
Part-time Faculty	Carl Cox	7423
	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

## CONNECTING THE DOTS

News and Opinion

by Arthur Lutz

### MISDIRECTION

**W**hen the renowned magician Dai Vernon was asked whether there was anyone who could fool him, he answered, "*Only the great Slydini.*"

Vernon was referring to Tony Slydini, the sleight-of-hand artist who died in 1991 but whose routines and technique continue to be studied by magicians around the world.

Born, Quintino Marucci in Foggia Italy, Tony moved to New York City in 1930 where his great skill, continental charm and good looks disarmed and beguiled all those who saw him perform.

When Slydini was asked how it was that he was so successful in fooling his audiences, he answered, "***It's all in the art of misdirection.***"

The job of the magician, Slydini said, is to use engaging patter and distracting feints to direct attention away from where the spectator should be looking. Then rabbits can appear and objects can vanish without the secret being detected.

But the use of misdirection is not only the *modus operandi* of magicians. It's also a technique used by confidence men and pick-pockets and politicians – diverting

a victim's attention or concentration while their wallets are being lifted or their votes are being stolen or their judgment is being confounded. Fortunately, Slydini only used his skills to entertain. Not everyone is so scrupulous.

It's not uncommon for CEO's whose organizations are under fire to use misdirection to absolve themselves of accountability and culpability. Former CoM President Middleton used a misdirection technique called *Scenario Planning* to shift attention away from his managerial blunders to events external to the college – events that he asserted would account for CoM's financial and enrollment decline but over which he could claim to have no control – events like Y2K, or Mexican immigration, or the Japanese financial crisis, or a possible 6.8 earthquake. Rather than accept responsibility for CoM's financial and enrollment problems, Middleton tried to shift the blame elsewhere – to the economy, to the ecology, to the geography, to the technology, to the polity. Our faculty, however, was not fooled by Middleton's attempts at buck passing and after an overwhelming vote of no confidence, he was forced to resign.

The Fran White administration has also been vigorous in its use of misdirection. When Dr. White was criticized because WASC put our

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school on probation, she diverted the blame to 'faculty dinosaurs and jackals' who, she said, were 'out to destroy our college.' When Dr. White was criticized for fostering an atmosphere of mistrust on campus, she blamed it on 'faculty sexists and racists.' When Dr. White's Gateway Complex was criticized, she shifted the blame to 'semantics'. When our contract talks broke down, she blamed UPM. And then when things finally got too hot and her magic started to fade, Dr. White resigned, blaming lack of time to spend with

her family. It was a performance that would have received the highest grades for misdirection from the great Slydini himself.

So now that Dr. White has resigned it will be up to our Board of Trustees to select a new president to lead our college. In their considerations, let's hope that they are not fooled by engaging patter and distracting feints, and that this time they will choose a president who is less skilled in the art of misdirection and more skilled in the art of education.

UPM Committees and Staff		2009-2010
<p><b>PRESIDENT</b> Ira Lansing</p> <p><b>BARGAINING TEAM</b> Paul Christensen (Chief Negotiator) Tom Behr, Theo Fung, Arthur Lutz, Michele Martinisi, Laurie Ordin</p> <p><b>UPM-PAC</b> Arthur Lutz, Laurie Ordin Co-Chairs</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> Open Position</p> <p><b>CCC REPRESENTATIVE</b> Laurie Ordin</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> George Adams, Carol Lacy</p> <p><b>PROFESSIONAL STANDARDS COMMITTEE</b> Arthur Lutz, Mike Ransom</p>	<p><b>SABBATICAL LEAVE COMMITTEE</b> Walter Turner (Chair), Patricia O'Keefe, Radica Portello, Chris Schultz</p> <p><b>CRA TRUST</b> Ed Essick(Chair), Maula Allen, Sarah Brewster, Judy Coombes, Ira Lansing</p> <p><b>UPM EXECUTIVE COMMITTEE</b> Ira Lansing, Paul Christensen, Tom Behr, Bonnie Borenstein, Carl Cox, Deborah Graham, Arthur Lutz, Laurie Ordin, John Sutherland</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>
<p><i>31 Years Strong!</i></p> 		

## The “S” Word

**S**trike! Yes, the District is moving toward imposing a contract, and that imposed contract will lead to an inevitable call for a strike. We are approaching the end of a three year bargaining period, and the District has made few if any revisions to its opening “offers.” You’ll remember that the District opened nearly 20 articles of the CBA, with next to nothing in return for the years of hard won faculty rights it wants to take back.

After the initial rounds of bargaining resulted in impasse, we moved to facilitation and then in turn to fact-finding, which proceedings are scheduled to conclude early in April, 2010. The District’s unwillingness to treat its employees fairly has produced the longest fact-finding session in California Community College history. Its refusal to resolve our contract (not to mention contracts with SEIU and CSEA) has cost Marin taxpayers hundreds of thousands of dollars in attorney and CoM personnel fees.

In one recent session, the District revealed its intention to impose a significantly different policy on health care benefits. Upon the conclusion of negotiations in past, the District has upgraded our benefits to the amount of the new Kaiser Family Plan. Now, however, the District wants to freeze their contribution at the 2006 level and

make us pay the balance. In addition, we see their recent attempt to impose a considerably higher hospital stay fee as regressive bargaining. This is an abrupt departure from its practice over the course of these current negotiations, during which its only position has been to establish a \$20.00 co-pay.

The District has agreed to enter another round of facilitation once we have wrapped up fact-finding to give the fact-finder an opportunity to conclude an agreement. Considering that the District’s ending balance (a.k.a. Reserves) is over 11% and that the property tax revenue from the County has increased approximately 14% over the course of this three-year bargaining period, it’s evident that the District, despite its oft-repeated praise for “excellent faculty,” has no intention of rewarding us for our work. In fact, its regressive bargaining tactics and 0% salary increase amount to a slap in the face.

Attempting to avoid a potential strike, many of your colleagues have been protesting for a fair contract. We’ll be out again soon; however, we’ll only get a fair contract if you participate and help put pressure on the Board of Trustees. We’ll keep you informed, but you must be ready to raise a sign and walk the line on behalf of your colleagues and your students.

John Sutherland

Your UPM Website

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

## **UPM Executive Council Elections**

Your ballot will be sent to you soon and must be returned by April 16<sup>th</sup>

One (1) Temporary Staff position open

Three (3) Permanent seats open

One (1) At-Large position open.

## **PERMANENT/PROBATIONARY CANDIDATE STATEMENTS**

Note: As per the UPM Constitution and Bylaws, Permanent/Probationary Union members may only vote for Permanent/Probationary Candidates and Temporary Employee Union members may only vote for Temporary Employee Candidates. Statements are listed in alphabetical order by last name.

### **Candidate Statement – Paul Christensen**

My fellow Union members,

I am running for a seat on the UPM Executive council so I can continue to represent Union members at the bargaining table, on grievances and in sidebar negotiations on issues like Emergency/Catastrophic Sick Leave, Compressed Calendar, Class Size, etc. I currently serve as the Union's Chief Negotiator and representative on the Collective Bargaining Fact-finding Panel.

Under my direction as Chief Negotiator, our Bargaining Teams have negotiated the highest pro-rata pay in the state for part-time instructors, as well as some of the best medical benefits in the community college system. I am also the Union rep on the Calendar committee and routinely testify on behalf of the Union in Arbitration hearings.

It is my goal to enforce and defend our Union contract and the rights of Union members enshrined in that agreement. As a member of the United Professors of Marin your vote for me will ensure my continued defense of your contractual rights; let us go forward in solidarity!

Paul Christensen

### **Candidate Statement – Carl Cox**

My name is Carl Cox and I am a member of the library faculty. I have been a member of the UPM Executive Council for many years. My role on the Executive Council has been to represent the faculty in contractual issues and to negotiate with the District to improve working conditions for full-time and part-time faculty (including counselors and librarians). I have worked closely with the union for many years to improve the academic quality of life for faculty through improved working conditions, wages and medical benefits.

I pride myself on working well and productively with many different segments of the college community. I keep my personal and college politics separate from my role as a librarian/instructor. President Obama has said, "Libraries remind us that truth isn't who yells the loudest (or what's in the media) but who has the right information." I spend many hours helping students and faculty find appropriate, credible and factual in books, periodicals, databases and the internet.

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One of the best ways to get to know colleagues and advance the mission of the college is to be involved in the governance process by working for the union, Academic Senate and or district committees. The union is the best place for me to represent my colleagues effectively. I want to help insure that the faculty has a strong voice in getting a fair contract; hiring a new president; and improving board-faculty-community relationships. Achieving these goals will help resolve many of our institutional problems.

Thank you in advance for your support.  
Carl Cox, College of Marin library faculty

### **Candidate Statement - Ira Lansing**

I have served many roles and performed many duties for the United Professors of Marin: committee member, Grievance Officer, Chief Negotiator, and currently President.

Throughout the years my primary goal has been to provide every unit member—full-time, part-time, credit and non-credit—with a work environment that would allow them to effectively, creatively and freely perform their duties.

While conditions and circumstances around us may be changing, my objective has not. If you have questions or want to know something more specific, contact me at [ira@unitedprofessorsofmarin.org](mailto:ira@unitedprofessorsofmarin.org) or 415-485-9531.

### **Candidate Statement -- Arthur Lutz**

I am currently a member of our UPM Executive Council and I am seeking re-election and requesting your vote.

During my time on the Council I have served as UPM Grievance Officer, Bargaining Team member, Chair and Treasurer of our Political Action Committee, and a member of our Professional Standards Committee. I also contribute a monthly column to our Union Newsletter. I believe I have made a positive contribution in each of these areas.

I am committed to the principles of trade unionism as an important way of achieving respect, equitable wages and decent working conditions for our faculty.

Currently, our District management is attempting to nullify many of the provisions of our Contract. Most of these “take-aways” have little to do with finances. Rather, they are an attempt to impose arbitrary, subjective, and sometimes capricious regulations which impact and demean our status as competent and effective instructors. As a member of our Executive Council I have resisted these District attempts.

If I am reelected, I will continue to oppose the weakening of our Contract and I will continue to work for the rights and needs of our faculty. This is **our** workplace – we have the right to have our needs and concerns met. I hope you will give me your vote.

Arthur Lutz

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## **TEMPORARY EMPLOYEE CANDIDATE STATEMENTS**

Note: As per the UPM Constitution and Bylaws, Permanent/Probationary Union members may only vote for Permanent/Probationary Candidates and Temporary Employee Union members may only vote for Temporary Employee Candidates. Statements are listed in alphabetical order by last name.

### **Candidate Statement – Tom Behr**

First, I would like to thank you for the honor of serving as one of your representatives on The UPM Executive Council for the last few years. During that time the council appointed me to also be a member of the Collective Bargaining Team and as the Part Time Committee Chair. To better meet those challenges I spent a week each of the last two years attending AFT training on unions and collective bargaining which I found very beneficial.

My ten years here at COM as a part time instructor in Auto Collision Repair Technology have been as rewarding as the years as I spent here as a student to many of you who are now my colleagues. The College of Marin has been the center of my world for the last fifteen years and I can think of no better way to actively work for the betterment of our college than to continue to serve you as a representative on the Executive Council.

I ask for your support.

Tom Behr

### **Candidate Statement – Michele Martinisi**

My name is Michele Martinisi and I am running for the part-time Executive Council seat. I am already a member of the current UPM bargaining team, and with your support I would like to represent the entire part-time faculty in this new role on the executive council. As a bargaining team member I have had the opportunity to become intimately acquainted with the day to day operations of Our Union. We are and have been engaged in negotiations for new contract for three years. The road ahead of us is tortuous and CoM is facing important choices regarding the extent of the faculty participation in determining its future from departmental to institutional.

I strongly believe that we as faculty, as members of UPM play a pivotal role in the decision making process of our institution. This needs to be done collaboratively and with honesty. This is the only way we can continue to grow as an institution. While I feel that the current member of the Council has done a good job I deem that it's important to the process to provide options and alternative and I believe to be a positive one. I respectfully ask for your support.

Michele Martinisi, Modern Languages

[Michele.Martinisi@marin.edu](mailto:Michele.Martinisi@marin.edu)

### **At-Large Candidate Statement – Ira Lansing**

I have served many roles and performed many duties for the United Professors of Marin: committee member, Grievance Officer, Chief Negotiator, and currently President.

Throughout the years my primary goal has been to provide every unit member—full-time, part-time, credit and non-credit—with a work environment that would allow them to effectively, creatively and freely perform their duties.

While conditions and circumstances around us may be changing, my objective has not. If you have questions or want to know something more specific, contact me at [ira@unitedprofessorsofmarin.org](mailto:ira@unitedprofessorsofmarin.org) or 415-485-9531.

## The Part Time BUM (Bargaining Unit Member)

Many Part Time B.U.M.s have such hectic schedules that finding time to read and discover some of the beneficial gems in our contract, specific to our group, is only a wished for luxury. So here is a summary of a contract provisions that have direct bearing on your benefits and working conditions. Read the appropriate article for the exact process to exercise these rights.

Article 4.2(d) Dental Coverage- If you qualify for health care coverage, under 4.2(a), you can also receive reimbursement of \$100.00 per visit, maximum of 2 visits per fiscal year for a single subscriber, or \$400.00 for a subscriber plus one.

Hey, not bad! That could be found money for some.

Article 4.7(b) Medical Waiver- If you qualify for health care coverage as a credit instructor, and can show coverage under another plan, you can get up to \$1500.00 a year for waiving District medical benefits.

That's almost an extra month's pay for some.

Article 5.2.16 Use of Sick Leave-  
*Without prior approval*, a unit member,

at their own election, can take up to 6 days leave of absence in a contract year for matters of compelling importance.

You don't need to explain the reason; you just have to notify your department secretary that you will be absent. Note that this is different from, *and in addition to*, the 12 days described in Article 5.4.1, Personal Necessity Leave.

Article 5.5 Conference Leave- Allows for reimbursement of up to \$1000.00 per year for attending conferences. Your substitute is paid by the district and no sick leave is deducted. For details, check with your PAC representatives, Bonnie Borenstein and Carl Cox, or contact your building representative listed in the Newsletter. The funds available for this are limited, so get your request in as early as possible.

Part Time B.U.M.s also have a benefit that the Full Time B.U.M.s do not. If our teaching load is reduced, say from a 60% load to a 40% load, we retain our medical benefits at no additional cost to us. If Full-Time unit members accept a reduced load, they must pay the percentage difference in the cost of medical coverage.

The world is run by those who show up, so keep, or start, showing up.

Tom Behr

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### 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)

## The AFT, SLO's and the ACCJC

AFT recently announced that the Accrediting Commission for Community and Junior Colleges (ACCJC) is now seeking applications for several openings on the Commission: 2 Faculty Members and 2 Public Members. "If you're tired of the SLO mandates by the ACCJC," says AFT, "here is your chance to really do something about it!"

Each local has been asked to submit a few names in each category in the hope of attaining a near majority on the ACCJC Board. If selected, Commissioners are expected to attend two three-day meetings and a three-day retreat each year, and to be available for evaluation team and committee service.

If you are interested in more information and in an application, please contact UPM President Ira Lansing at [ira@unitedprofessorsofmarin.org](mailto:ira@unitedprofessorsofmarin.org)

UPM members protesting for a Fair Contract along College Avenue, March 16, 2010





Jamming the Board of Trustees meeting for a Fair Contract, March 16, 2010

## 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