As I write this the fact finding hearing is just one week away. As you read this the fact finding hearing has been over for about a week. That means we are all in a mandated waiting period, perhaps and hopefully engaged in some bargaining with the District, waiting for the report to come from the three-member fact-finding panel. Once the report is public, the District and the Board of Trustees have three options: continue to bargain or return to the table and bargain; accept the fact finding report and impose it; impose any or all of their last, best offer. In the case of the last two, the faculty have the option to accept what is imposed or to reject it all and go on strike.

The decision to go on strike is not one to be taken lightly. It should be an informed decision with an understanding of the consequences. UPM has held a series of informational meetings, with more to come, on just this topic. But so that you as a UPM member may be absolutely clear what the District has proposed, the following list is presented. The hope is that this adds clarity and brevity, without distortion, to the consequences of the contractual changes. Unless otherwise specified directly in the statement, the language applies to all unit members—full-time, part-time, credit or non-credit. In addition, the statement is written in the first person so that you the reader realize it applies to you, and is not some intangible condition. This is what our contract will look like if imposed by the District. We cannot pick and choose what to accept; it is all or nothing.

Article 1
• I will accept job descriptions written by administrators for coordinator positions.

Article 3
• I will accept no salary increases for three years.

Article 4
• I will accept higher out-of-pocket costs for any medical plan I have.
• I will accept higher co-pays and office visit charges for any medical plan I have.

Continued on 2
Article 5
- I will accept losing more days of sick leave than the actual days I am absent.
- I will accept, as a full-timer, tripling the number of managers on the Sabbatical Leave Committee.
- I will accept, as a full-timer, using any banked units I have to fill my load if a class is canceled.

Article 6
- I will accept assignments made based on qualifications, seniority, job skills, the needs of the students and the needs of the District, as determined by the administration.
- I will accept, as a full-timer, assignments of five days per week.
- I will accept, as a full-timer, holding an office hour on a day I do not teach if my assignment is less than five days per week.
- I will accept, as a full-timer, any instructionally related or student services activity if a class is canceled because of low enrollment.
- I will accept exceptions to office space availability and size during construction.
- I will accept, as a part-timer, waiting up to four times as long as before to gain ETCUM status.
- I will accept, as a part-timer, having my waiting period (see above) applied retroactively to July of 2007.
- I will accept being collectively responsible for Affirmative Action lawsuits brought against the District.

Article 7
- I will accept evaluations based on undefined “standards”.
- I will accept having no UPM advisor on my evaluation team.
- I will accept losing free choice of my peer evaluator.
- I will accept the department chair being included on all evaluations.
- I will accept spontaneous, unannounced evaluation visits.
- I will accept, as a non-probationary full-timer, my evaluation being done by a manager.
- I will accept participation in a mandatory performance improvement program developed in consultation with the District should the evaluation indicate areas of improvement.
- I will accept, as a non-probationary full-timer, that I will be subject to punishment, discipline or removal from my positions for observations and or judgments made during their respective evaluations.
- I will accept that an adverse action may be taken against me by the District at any time, based on documents that are placed in my personnel file.

Article 8
- I will accept, as a full-timer, that my unassigned time (non-teaching, counseling, library, office hours) may be assigned by management for other professional duties.
- I will accept the District determining what coordinator positions and duties there will be and that they are not guaranteed by the contract.
- I will accept, as a full-timer, Saturdays as part of my regular work week.
- I will accept, as a counselor, all of my scheduling and schedule changes done by management.
- I will accept, as a counselor, 7 additional hours of professional service.

Continued on 3
• I will accept, as a counselor, that assignments to the academic calendar may not exist.
• I will accept, as a librarian, an assignment any time the library is open.
• I will accept, as a full-timer, that overloads of any kind may not exceed 6 units.
• I will accept, as a full-timer, serving on hiring committees, and failure to participate is subject to penalties.

Article 12
• I will accept if any question is raised as to whether or not the grievance is arbitrable, the question must first be heard and a decision rendered by the Arbitrator prior to hearing the merits of the grievance.

Article 13
• I will accept that my employer will charge my Union for all copies of the contract given to employees.
• I will accept a 60% reduction in release time for my Union to represent me or compensate me for my service to the Union.
• I will accept my Union not having an office on campus.

Article 14
• I will accept that the District shall have more enumerated rights, specified in the contract, beyond the “right of the District to manage the operations of the District”.

Article 24
• I will accept sanctions under this article to be at the discretion of management and subject to being increased or decreased at the discretion of management.

Article 25
• I will accept the possibility that the rights to my copyrighted materials may be shared with the District.

How many of the above are acceptable to you? What is the magic number that makes the difference between voting to strike and not striking? Some members may say accepting any of the above is grounds for a strike, while others of you may find it perfectly feasible to live and work with all of the above changes.

All of you should very seriously consider the language presented by the District’s proposals and reflect on what you have gained in service to the District, what you stand to lose, what your colleagues and those who come after you stand to lose. Even if you are retiring at the end of this semester, you have a professional obligation to leaving behind an educational institution that will grow and improve, that will support its faculty so that the faculty and staff may support the students. What does not immediately affect you may still have an effect.

Ask if it is not clear, ask if you have questions, but ultimately you will have to decide.
Tick-tock, tick, tock, time on the clock.
Amount paid to the attorney for the District during the month of December: $16,100
... and still no contract

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. Letters should be signed, but names will be withheld upon request. Please direct your letters to john.sutherland@marin.edu

Dear student, friend, colleague and community member,

I would so appreciate it if you will indulge me a moment, and take the time to read through this entire letter.

I have been a part-time faculty member at the College of Marin for the past 12 years. It is a superb school with an amazing faculty, some of the best teachers in the country. We love what we do, and bend over backward for our students, spending hour after hour of our personal time to be sure our students grow and develop - not just in our subject matter, but as human beings. I am proud to be a member of this faculty, and I am humbled and honored that I have been given the tools and the opportunity to serve my students.

This opportunity may very well be taken away from me in the near future. Although I have a good relationship with many in the administration at the college, the faculty is being completely undermined by a caustic Board of Trustees and the President, Frances White.

As part of a regular contract negotiation schedule, the faculty union has been trying to discuss our present and future contract with Administration. The Administration began their offer by basically eliminating three quarters of the hard-won language in our contract (many covering protections for teacher's academic rights - see Articles 1, 7 & 14). They hired a lawyer, Larry Frierson, as their chief negotiator. After stating the Administration's initial proposal, his answer to any counter-offer has been simply, "No." To date, for this he has been paid $600,000 of my tax-payer's moneys. I am simply outraged.

Since the arrival of Frances White in 2004, the relationship between faculty and Administration has deteriorated.

Continued on 5
The attitude of the Board is that they will just ignore the contract and do what they please, forcing our Union into many unnecessary lawsuits. We believe they are trying to destroy the union financially (Art. 13), a tactic called "Union Busting". One example: Prior to Fran White's arrival, the Board claimed financial difficulties. In an effort to help, our faculty agreed to accept early retirement incentives, with the qualification that new full-time faculty would be hired as replacements within one year, otherwise this money was to go back to the existing faculty, with interest. Out of 18 (or more) available full-time positions, only 2.5 were hired. The Board, however, decided not to pay the money as was agreed. After lengthy arbitration, the union won -- and yet the administration still refused to pay. When this arbitration was taken to its logical conclusion (including interest and fines), instead of costing College of Marin $600,000, they ended up paying out an additional $1.8 million, without hiring the necessary faculty. This is my tax money. And yours. Being squandered for no good reason.

As a part-time faculty member, the contract that they will enforce if we do not strike could dock me an entire week's pay if I miss one day due to a legitimate illness (Art. 5). I will be required to hold office hours on days that I do not have classes, effectively preventing me from working elsewhere to pay my bills (Art. 6). Oh, there is no chance I will ever become a full-time faculty member (Art. 6, 16). I have been designated "Temporary Part-Time" for 12 years (with a new contract every semester, and no guarantee of employment), and my predecessor was the same for 22 years. But I think I'm better off, considering full-time instructors will, under the new contract, be forced to be on-campus for 37.5 hours per week, doing administrative work when they are not in classes (Art. 8). Prep time, grading papers, etc. will become virtually unpaid. I can do without a 75 hour work week, thank you.

We as a faculty are not greedy. We could understand if the administration were unable to pay us hefty salary increases during this economic downturn. But the offer has been 0%, for which we will be required to do much more work. Period. During this same period, however, the Board has seen fit to give themselves a 5% increase, and Frances White has received not only a 3% raise but a $12,000 annual step increase. How? Because the College of Marin receives money not from the state, but from County of Marin property taxes. Rather than spending this where it belongs, on your children's education, they have hoarded it for themselves.

Despite Frances White claiming a desire to negotiate, she out and out refuses to discuss any of it. Board members have simply turned their back and walked away from any discussion. We as faculty cannot understand their motivation. All we want to do is to teach without having a non-educator tell us what and how to do that (Art. 7, 14). We want a little respect for our expertise. And we want someone to simply sit down and discuss rationally about all of this.

This is your college. This is your money. Please help us prevent a strike by sending an email to each Board member and the President. Below is a list of their email addresses. Perhaps you would also consider contacting the local newspaper.

You can view the proposed contract language yourself at http://www.unitedprofessorsofmarin.org/newsletter.htm (click on "Download Current", and also the "Archives" pages).
Bullet points of proposed changes are at http://www.unitedprofessorsofmarin.org/pdf/cb%20chart.pdf and our current contract (which is in danger of being taken away from us) can be viewed at http://www.unitedprofessorsofmarin.org/PDF/UPM2004-07AGREEMENT(Web).pdf.

Thank you so much for your time.

Sincerely,
Linda Noble Brown
Music Instructor
College of Marin

Superintendent/President
Frances L. White:
fran.white@marin.edu

College of Marin Board of Trustees
Philip Kranenburg, President:
phil@kranenburgcpas.com

Annan Paterson, Vice President
annanpaterson@comcast.net

Carole Hayashino, Clerk:
caroleh@csus.edu

Barbara Dolan:
*can be reached by fax under 415.453.2691

Eva Long, Ph.D.:
longeva@sbcglobal.net

James Namnath, Ph.D.:
drjames@gmail.com

Wanden Treanor:
BDWALK@pacbell.net

Todd McCleary, Student Trustee:
todd.mccleary@marin.edu

Dear John Sutherland,

As an executive council member, can you inquire of our attorney what legal authority the Academic Senate possesses to create a "zero tolerance" program regarding individual faculty and their participation in program review.

Please have our attorney explain the scope of their authority.

Thank you,

Maula Allen, Mathematics

New UPM Website
www.unitedprofessorsofmarin.org
Keep informed!

UPM Goes to Fact-finding!
MAHOUT

During the past few months while many of us at COM have been thinking about contract negotiations and a possible work stoppage, an interesting side story has been developing that might have some relevance for our situation.

Starting this month, in the U.S. District Court for the District of Columbia, a group of animal rights organizations will be suing Ringling Bros. and Barnum & Bailey Circus for abusing, harassing and exploiting elephants for the purpose of making them perform in the circus.

When I read this announcement I had a flashback to an incident that occurred when I was about ten years old. My parents had taken me to the Ringling Bros. circus in New York City, and in the center ring there was a magnificent African elephant who was bowing and twirling and standing on one leg and rolling over on command. And I remember wondering why this majestic creature would so demean herself as to perform these awkward and undignified antics for the pleasure of paying customers.

The reason she was doing it was because standing at her side was a trainer, a mahout, with a short barbed hook called an ankusha which he used as a prod. And every time she objected or was slow to respond to the musical cues he would give her a poke with the hook’s sharp point. And so she dutifully went through her rehearsed choreography. And I remember that there were also six or seven other elephants in the ring, also with mahouts prodding them to perform.

What I couldn’t understand, however, was why these elephants didn’t just refuse to obey their handlers’ abusive orders. In other words, why didn’t they just “go on strike?” If enough of them decided to show their displeasure by refusing to perform, the mahouts would have had to find other ways to persuade them to comply – perhaps by using positive incentives, like increasing their rations.

Unfortunately, these elephants did not realize their collective strength. Had they acted in a unified manner, their handlers would have been powerless to prevail because the great physical power of these creatures would have made them invincible.

I think this might be an object lesson for our faculty here at College of Marin in this time of contract negotiations. It seems to me that our faculty also does not realize the invincibility of our collective strength, and that we don’t have to succumb to management demands that we feel are unfair, abusive or demeaning. Like the elephants, the shear physical power of our numbers would quickly force “our mahouts” to yield. Like the elephants, if we withheld our services for even a short time, abusive and unfair management policies would quickly end.

Continued on 8
It is true that if the elephants refused to obey their handlers, paying customers at the circus would be cheated out of a good show. And similarly, if our faculty decides to withhold our services, many of our students will temporarily be inconvenienced. But in the longer run, just as the elephants would achieve a better life for themselves and turn the circus into a more humane institution, faculty action at COM would similarly make our college a better and a more humane place for everyone.

Fact-finding and Negotiating Propaganda

By the time this newsletter is in print, fact-finding will have concluded, and we will all be awaiting the fact-finder’s report. In her Monday, February 9th and Feb. 17th “Briefings,” President White wrote about fact-finding, the process that led to it and its aftermath. By stating that “UPM submitted a unilateral declaration of ‘impasse’ to the California Public Relations Board (PERB)”, President White implies that UPM “unilaterally” ended negotiations and went to the next step, i.e., impasse. Using the term “unilateral” suggests that UPM was solely responsible for moving to impasse, but after approximately a year and a half of negotiating with little to no movement on the District’s behalf, there was no other alternative. And the District did not object.

Unilateral? Huh?

Regarding imposing the District’s “last, best, final offer,” President White also states,

“If a negotiated agreement cannot be reached, then the District can implement a proposal that it previously made. However, the District is not required to implement its last, best, and final offer. They can also pick and choose which items they wish to implement. None of these unilaterally imposed terms are allowed to supersede the law (i.e., the Education Code).”

All this makes it seem as though President White has every intention to follow the process and the law and to negotiate in good faith. But the District’s failure to bargain in good faith leaves one wondering whether it will impose in good faith. Actions, as they say, speak louder than words.

Take, for example, the District’s position on negotiating and part-time instructors. Currently on the table, UPM has proposed 100% pro rata pay for part-time instructors. All members of the Bargaining Team believe in equal pay for equal work, so we made this a top priority. In negotiations, however, the District has refused to address UPM’s 100% part-time pay proposal.

Even more telling is the District’s position toward part-time instructors and the newly enacted State law that allows part-timers to teach up to 10 units or 67% of a full-time assignment per semester.
Part-time instructors at Santa Rosa Junior College already enjoy the extra unit. The MCC District’s position is that it will not allow part-timers to reap the benefit of the State law because, it argues, the Collective Bargaining Agreement (aka, the Contract) limits part-timers to 9 units or 60% of a full-time load. In other words, the District blames the Contract, and thus UPM, for limiting part-timers.

But wait! Isn’t there a creative solution? It all seems so obvious. If there really is a desire to respect the law and part-timers, why not simply write a sidebar to the contract?

Of course, this is exactly what UPM Chief Negotiator Paul Christensen and UPM President Ira Lansing have both attempted: They approached the District with an offer of writing a sidebar that would incorporate the new law and allow part-time instructors to increase their unit total. Brilliant!

The District’s response: Nothing. Not even a cheap excuse. Just nothing.

Finally, though President White’s “Briefing” stated that “the hearing is not open to the public,” the fact-finder said he welcomes Union members to attend and observe the hearings. Go figure.

President White’s Monday Briefing is an illustration of District propaganda: The District says it is following the process, says it cares, says it respects students and instructors, but its actions reveal its empty and falsehearted rhetoric. Part-timers take note!

Your fact-finding team has worked hundreds of hours over the last months putting together documents that seek to set the record straight. The outcome of the fact-finding hearing will affect all of us. Don’t be misled by Monday Briefing propaganda.

John Sutherland

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: _____________________________________

UPM Committees and Staff

PRESIDENT
Ira Lansing

BARGAINING TEAM
Paul Christensen (Chief Negotiator)
Hank Fearnley, Theo Fung, Arthur Lutz
Mike Ransom, John Sutherland

UPM-PAC
Arthur Lutz

GRIEVANCE OFFICER
John Sutherland

TREASURER
Theo Fung

BUDGET MONITOR
Deborah Graham

BAY 10 REPRESENTATIVE
Rinetta Early

CCC REPRESENTATIVE
Open Position

NORTH BAY LABOR COUNCIL REPRESENTATIVE
George Hritz

PROFESSIONAL AFFAIRS COMMITTEE
Mike Ransom, David Rollison

WORKLOAD COMMITTEE
Carl Cox, Deborah Graham

HEALTH AND SAFETY COMMITTEE
Jamie Deneris, George Adams

PROFESSIONAL STANDARDS COMMITTEE
Arthur Lutz
Mike Ransom

SABBATICAL LEAVE COMMITTEE
Jamie Deneris, Don Foss, Chris Schultz, Toni Yoshioka

CRA TRUST
Ed Essick (Chair)
Sarah Brewster, Ira Lansing
Ron Palmer

UPM EXECUTIVE COMMITTEE
Ira Lansing, Paul Christensen
Carl Cox, Hank Fearnley
Arthur Lutz, Deborah Graham
Mike Ransom, John Sutherland
Tom Behr

WEB MASTER
Mike Ransom

UNION PRESS EDITOR
John Sutherland

EXECUTIVE SECRETARY
Teresa Capaldo