As I have often remarked and reported, one of my duties as UPM President is to attend the monthly meetings of the College of Marin Board of Trustees. These meetings are supposed to last a couple of hours, but the recent monthly gatherings have been 5-6 hour marathons, ending around midnight. The primary cause of these lengthy meetings has been Measure C Bond building issues, specifically the Gateway Complex project.

Like most of you, I don’t particularly follow all the ins and outs of the building plans, but for some reason the Gateway has struck a nerve, and not just with the campus community, but with the public as well. For those of you who are “only” doing your job, The Gateway Complex would be situated on the 48,000 square feet that cover the current Taqueria Restaurant on the corner of College Ave. and Sir Francis Drake Blvd., the current Administrative Complex, Harlan Center, Ohlney Hall and the Business buildings (if memory serves me correctly). The new facility would be 45% administrative offices with the rest consisting of classrooms and faculty and staff offices. It supposedly would also be a marquis-type of structure announcing the presence of the College of Marin to the public at large (think tasteful mega-billboard?). Apparently the small numbers of classrooms (compared to what it is replacing), the large administrative nature and the cost (the State is not contributing and funding in large part will be savings from other Measure C construction projects) have caused some Trustees and the public to question the necessity at all. And these concerned Trustees and citizens are not reluctant to express their opinions, on and on and … . Hence, the lengthy Board meetings.

In an effort to allay many of the concerns, President Fran White announced at the January meeting of the Trustees that there is too much confusion and misperception regarding the Gateway Complex,
and it was her belief that much of this was due to the name—Gateway Complex. People just did not understand the true purpose of the planned facility. To correct this problem she announced that henceforth it would not be called the Gateway Complex, but would be known as the Academic Center. Another trustee added that the final naming rights for that building were still available by donation. Regardless, it seems with the new name—no one could be opposed to anything “Academic”—all the problems would be solved. We shall see.

The marketing ploy enacted by President White and the Board of Trustees made me realize that the United Professors of Marin needs to engage in its own renaming. Specifically, we have a Collective Bargaining Agreement (CBA), or more simply, a Contract. This is the tome that governs our wages, benefits and working conditions, sometimes in great detail and sometimes not. Faculty rarely read it, believe that most of it is not relevant to them, and usually when one needs to know something specific they just call me and ask “Where in the contract does it say…?” Consequently all of the intricate relationships and taken-for-granted aspects of the Collective Bargaining Agreement escape most unit members. This needs to change. The current bargaining process—spanning negotiations in 2007 to the “yes we are still in the process” fact finding of 2010; all without a settled contract—is heading towards an imposed contract that will abrogate most of the significant protections and accomplishments of the last two decades. If faculty only knew what they stood to lose, there would be much more involvement and certainly more cries of outrage. That will change now, because there will no longer be a Collective Bargaining Agreement (too scary a name) nor a Contract (too legal sounding and we know where that leads). We will have an Academic Liaison Manuscript!

With a name like this, we would all want and need this Academic Liaison Manuscript and would strive to protect it? We are all academicians of one sort or another, so it applies to all of us. And having a liaison is good—it smooths out the interactions between us and students or administrators, and that will certainly make things better. And a manuscript, whoa! You cannot mess with a manuscript. An essay yes; contracts, certainly. But manuscripts are…well, they have to be protected.

So there you have it. Your Academic Liaison Manuscript is in great jeopardy. It is essential that you are aware of the changes that are threatened. They absolutely will affect you—yes, you! And you are bordering on foolish to think otherwise. This column has shared many of the specifics in the past, as do current and past articles elsewhere in this publication. There is only a short time left (yes, I know you have heard that before, but I cannot control the wheels of the legal system) and you will have to make a decision: accept what is offered to you or reject it and hold out for something that is fair and reasonable. UPM will try to keep you informed with the specifics (are you on the informational e-mail list? Make the request from a non-CoM e-mail address to ira@UnitedProfessorsofMarin.org), but ultimately you will have to decide

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under what circumstances you can tolerate significant changes to your wages, benefits and working conditions. No one else can decide for you, and a meaningful decision will only come from staying in touch, staying informed and staying involved.

Tick-tock, tick, tock, time on the clock. Amount paid to the attorney for the month of October, 2009: $3,900

District Total since start of 2009: $210,995.50

… and still no contract

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.

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

In 1929, Harvard physiologist Walter Cannon coined the phrase “fight-or-flight” to describe how animals (including humans) typically respond when faced with threatening situations.

More recently, researchers have broadened Dr. Cannon’s model to include a third response; “freeze,” a state where an individual becomes incapable of movement (like the opossum) in hopes that he/she will be overlooked as a target.

Whether an individual fights, flees or freezes in a given threat situation depends on many factors, but psychologists tend to agree that most individuals exhibit consistency in their responses. Some people routinely respond by trying to escape at the slightest intimation of danger. Others are typically willing to stand and fight. And then there are the opossums, timid creatures that play dead hoping not to be observed, and thus avoid engaging in struggle.

It’s understandable why individuals would seek to avoid involvement and confrontation. Standing and fighting when one is threatened is often dangerous; escaping or assuming the role of bystander is a far safer and less risky response.

Presumably that was the explanation for what occurred in Kew Gardens N.Y. in 1964 when Kitty Genovese was repeatedly stabbed and sexually assaulted for 35 minutes, all the while crying out for help, while 38 bystanders stood by and did nothing to stop or report the attack. When the bystanders were later questioned, they said things like “It was none of my business” or, “I thought it was risky to speak out” or, “I didn’t want to expose myself to danger.”

Contrast the reaction of these bystanders with that of Wesley Autrey, the 50-year-old commuter on his way to work who, in 2007, jumped onto the tracks of the NYC Subway to save an epileptic man who had fallen in front of an oncoming train. He pinned the convulsing man beneath his body in the shallow trench between the tracks as five cars rolled overhead inches from their heads. When Mr. Autrey was questioned later about his heroic act, he commented, “I just saw someone who needed help.” “I did what I felt was right.”

The revolutionary writer Frantz Fanon said “Every bystander is a coward or a traitor.” Perhaps it’s not quite that simple, but I often think about how I would react in emergency situations. Would I, like Mr. Autrey, “do what I felt was right”, or would I, like Falstaff in Henry IV, declare that “discretion is the better part of valor” in order to justify cowardice in the face of danger.

Everyone, everyday, has the opportunity to make choices such as these, some in large ways like Mr. Autrey, and some in smaller ways.

In June 2008, our UPM faculty made a choice – we chose not to consent to the take-backs that the District was demanding as part of the successor

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Contract that we were (and still are) negotiating. In a membership-wide poll our rank-and-file overwhelmingly instructed our bargaining team to reject the District’s regressive demands.

So now our faculty can choose to stand up like Mr. Autrey and fight for the choice we made, or we can be like Sir John Falstaff and (like an opossum), play dead on the battlefield as we silently lose our contractual rights.

Personally, I would prefer to be in the trenches fighting alongside Mr. Autrey, than lying cowering next to Sir John. If you feel the same, please show your support for our UPM bargaining team as we fight to preserve our faculty Contract.

<table>
<thead>
<tr>
<th>UPM Committees and Staff</th>
<th>2009-2010</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRESIDENT</strong></td>
<td>Ira Lansing</td>
</tr>
</tbody>
</table>
| **BARGAINING TEAM**      | Paul Christensen (Chief Negotiator)  
                          | Tom Behr, Theo Fung, Arthur Lutz,  
                          | Michele Martinisi, Laurie Ordin |
| **UPM-PAC**              | Arthur Lutz |
| **GRIEVANCE OFFICER**    | John Sutherland |
| **TREASURER**            | Theo Fung, Co-Treasurer: Mike Ransom |
| **BUDGET MONITOR**       | Deborah Graham |
| **BAY 10 REPRESENTATIVE**| Open Position |
| **CCC REPRESENTATIVE**   | Laurie Ordin |
| **NORTH BAY LABOR**      | George Hritz |
| **COUNCIL REP**          |               |
| **PROFESSIONAL AFFAIRS** | Bonnie Borenstein, Carl Cox |
| **COMMITTEE**            |               |
| **WORKLOAD COMMITTEE**   | Theo Fung, Deborah Graham |
| **HEALTH AND SAFETY**    | George Adams, Carol Lacy |
| **COMMITTEE**            |               |
| **PROFESSIONAL STANDARDS** | Arthur Lutz, Mike Ransom |
| **COMMITTEE**            |               |
| **SABBATICAL LEAVE COMMITTEE** | Walter Turner (Chair), Patricia O’Keefe,  
|                           | Radica Portello, Chris Schultz |
| **CRA TRUST**            | Ed Essick(Chair), Maula Allen, Sarah Brewster, Judy Coombes, Ira Lansing |
| **UPM EXECUTIVE COMMITTEE** | Ira Lansing, Paul Christensen,  
|                           | Tom Behr, Bonnie Borenstein, Carl Cox,  
|                           | Deborah Graham, Arthur Lutz, Laurie Ordin,  
|                           | John Sutherland |
| **WEB MASTER**           | Mike Ransom |
| **UNION PRESS EDITOR**   | John Sutherland |
| **EXECUTIVE SECRETARY**  | Teresa Capaldo |

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
On January 22, 2010, more than 70 faculty members gathered outside Olney Hall to protest the District’s refusal to negotiate a contract. Protesters braved the wind, rain and cold and refused to participate in the opening day convocation. “Negotiations” began nearly three years ago, mutating through various stages: bargaining, impasse, facilitation, fact-finding, and “not-facilitation.” We’ve reported on the concessions UPM has made, or tried to make, during these stages, but now the District has declared it wants to resume fact-finding.

The District’s stated intention in all of this is to impose a contract on us, since, District reps feel, the current contract makes managing too difficult. The imposed contract would take the form of the original proposal. Following is a summary of the District’s original proposal, article by article.

Decide for yourself whether you would like to work under the conditions of an imposed contract. If not, we hope to see you at the next protest.

**DISTRICT BARGAINING POSITIONS**

**ARTICLE 1: RECOGNITION**
THE DISTRICT IS DEMANDING CONTROL OF COORDINATOR ASSIGNMENTS AND COMPENSATION AND THE RIGHT TO ADD OR ELIMINATE CURRENT AND FUTURE COORDINATING POSITIONS WITHOUT NEGOTIATIONS WITH UPM.

**ARTICLE 3: WAGES**
THE DISTRICT HAS OFFERED A WAGE AND COLA INCREASE OF ZERO% FOR 2007-08, ZERO% FOR 2008-09 AND ZERO% FOR 2009-10.

**ARTICLE 4: FRINGE BENEFITS**
THE DISTRICT IS DEMANDING AN INCREASE IN MEDICAL VISIT AND PRESCRIPTION CO-PAYS TO $20 PER VISIT/PRESCRIPTION.

**ARTICLE 5: LEAVES**
THE DISTRICT IS DEMANDING A CHANGE IN THE FORMULA FOR CALCULATING SICK LEAVE THAT WILL ALLOW DEDUCTION FOR DAYS DURING WHICH THE UNIT MEMBER HAS NO ASSIGNMENTS.

THE DISTRICT IS DEMANDING THE RIGHT TO USE MEMBER BANKED UNITS TO MEET A MEMBER’S FULL YEAR ASSIGNMENT.

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ARTICLE 6: TRANSFERS AND ASSIGNMENTS
THE DISTRICT DEMANDS THE RIGHT TO ELIMINATE ALL FULL-TIME FACULTY OVERLOAD ASSIGNMENTS.

THE DISTRICT WANTS TO INCREASE THE LENGTH OF TIME REQUIRED FOR PART-TIME FACULTY TO ATTAIN ETCUM STATUS FROM 2 SEMESTERS TO 6 SEMESTERS.

THE DISTRICT DEMANDS THAT PART-TIME FACULTY GIVE ONE YEAR AVAILABILITY NOTICE.

ARTICLE 7: EVALUATION
THE DISTRICT IS DEMANDING CHANGES IN THE EVALUATION PROCESS THAT WILL:

- ALLOW UNANNOUNCED CLASSROOM VISITS.
- INCREASE THE NUMBER OF EVALUATION VISITS.
- ELIMINATE UPM’S RIGHT TO PARTICIPATE AS PART OF EVALUATION TEAM.
- ALLOW PUNITIVE EVALUATIONS FOR PERMANENT MEMBERS.
- ALLOW MANAGEMENT TO DETERMINE THE STANDARDS FOR EVALUATION.
- ADD MANAGERS TO PERMANENT UNIT MEMBER EVALUATIONS WITH AUTHORITY TO RECOMMEND PUNITIVE SANCTIONS.

ARTICLE 8: WORKLOAD
DISTRICT DEMANDS RIGHT TO ASSIGN MEMBERS TO ADDITIONAL DUTIES BEYOND CLASS TIME AND OFFICES HOURS, WITHOUT COMPENSATION, UP TO 37.5 HOURS PER WEEK.

DISTRICT DEMANDS RIGHT TO USE SUBJECTIVE STANDARDS TO PENALIZE FAILURE TO PERFORM ASSIGNED ADDITIONAL DUTIES.

ARTICLE 10: CLASS SIZE
DISTRICT SEeks TO MAINTAIN STATUS QUO ON CLASS SIZE MINIMUMS.

ARTICLE 12: GRIEVANCE
DISTRICT DEMANDS AN ADDITIONAL DILATORY STEP (COSTLY TO UPM) IN ARBITRATION PROCESS.

ARTICLE 13: BOARD/AGENT RELATIONS
DISTRICT DEMANDS TO ELIMINATE UPM’S RIGHT TO RENT OFFICE ON CAMPUS.

DISTRICT DEMANDS TO ELIMINATE UPM’S PHOTO-COPY PRIVILEGES.

DISTRICT DEMANDS TO DECREASE UNIT COMPENSATION FOR UPM COMMITTEE WORK FROM 1.7 FTE TO 1.0 FTE.

DISTRICT DEMANDS DENIAL OF UPM CURRENT RIGHT TO PURCHASE 3 FTE RELEASE TIME.

ARTICLE 14: MANAGEMENT RIGHTS
DISTRICT DEMANDS TO REWRITE MANAGEMENT RIGHTS ARTICLE TO ABROGATE FACULTY CONTRACTUAL PROTECTIONS AND ESTABLISHED PAST PRACTICE, INCLUDING MANAGEMENT RIGHT TO:

- DETERMINE FACULTY SELECTION, ASSIGNMENTS, SCHEDULES, FUNCTIONS, AND ACTIVITIES WITHOUT RESTRICTIONS ENUMERATED IN CBA.
- DETERMINE THE NUMBER OF FACULTY POSITIONS WITHOUT RESTRICTIONS ENUMERATED IN CBA.
- DETERMINE RULES AND REGULATIONS RELATING TO FACULTY SAFETY BYPASSING UPM/MCCD SAFETY COMMITTEE.

Continued on 8
• DETERMINE MATTERS RELATING TO CLASSROOM INSTRUCTION.
• DETERMINE THE USE OF MANAGERS TO PERFORM TEACHING DUTIES WITHOUT RESTRICTIONS ENUMERATED IN CBA.
• DETERMINE ALL MATTERS RELATED TO STUDENT PERSONNEL SERVICES REGARDLESS OF CBA RESTRICTIONS.

AND, THE RIGHT TO ALTER ANY AND ALL OF THE ABOVE AT ITS DISCRETION, WITHOUT NEGOTIATION.

ARTICLE 16: UPGRADING OF TEMPORARY AND PERMANENT PART-TIME FACULTY
DISTRICT DEMANDS ELIMINATING ARTICLE 16 FROM CONTRACT.

ARTICLE 24: PROFESSIONAL STANDARDS - (DISCIPLINARY PROCEDURES)
DISTRICT DEMANDS THE RIGHT TO TREAT ALL DISCIPLINARY PROCEDURES ENUMERATED IN ARTICLE 24 AS “FOR GUIDANCE ONLY” WITH THE RIGHT TO INCREASE OR DECREASE PENALTIES AT THEIR SOLE DISCRETION ACCORDING TO MANAGEMENT SUBJECTIVE STANDARDS.

ARTICLE 25: COPYRIGHT
DISTRICT DEMANDS FORMATION OF COMMITTEE TO RECOMMEND MODIFICATIONS TO CURRENT COPYRIGHT PROVISIONS WHICH GRANTS UNIT MEMBERS ALL ECONOMIC BENEFITS AFTER REPAYMENT TO DISTRICT FOR DIRECT COSTS.

* * *
PREPARED BY UNITED PROFESSORS OF MARIN, JANUARY 2010

UPM members protesting on College Avenue
More protesters along College Ave. and in front of Olney Hall
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