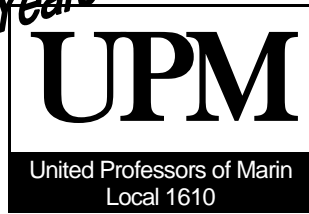


36 Years Strong!



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Union Press

Ponderings of the President

by Ira Lansing

This month's column is an example of something that has not happened in nearly five years: a "Ponderings" that is not written during bargaining, mediation or fact finding. As you should be well aware, the membership of UPM and the District Board of Trustees have an agreement covering 2007-2013. It could still be weeks before the new language is integrated with the existing Contract, so perhaps it is appropriate to cover some of the highlights of the agreement in a Q&A format. Note that the following represents a summary and in all instances the actual language prevails (see www.UnitedProfessorsofMarin.org for the complete document).

Does this agreement really cover 6 years?

Yes and no (already it gets confusing). Legally a contract can not exceed a 3 year term. However, the parties agreed that the contract(s) for 2007-2010 will be the unchanged document that was in effect prior to this agreement. This allows external

agencies (e.g., CalSTRS) to know what your official salary, benefits, etc. were in those past years. The new language covers 2010-13.

Are there any new salary changes?

Yes. Effective with paychecks in April, 2011 all unit member salary schedules will increase 1%. Effective July 1, 2011 the same schedules will increase ½%. In addition, there are two changes in the credit salary schedule. There is a new Step 21 (1% more than Step 20) and for part-time instructors on the credit salary schedule there is a new Step 15 (depending on your column, approximately 2.5% more than Step 14). There is no retroactive compensation.

What about health care?

For all unit members who qualify for Kaiser or HealthNet, the coverages remain the same except the dollar cap increases to the dollars amounts for 2010-11 (previously they were frozen at the 2006-7 level).

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This should result in lower out-of-pocket expenses for most HealthNet and Kaiser family coverages. There is also an increase in co-pays to \$20 (previously \$5), although at the time of this writing there is a problem with HealthNet co-pays increasing to that amount. The insurance carriers are expected to issue new medical cards. Dental coverage for part-timers who qualify doubles to \$200 per visit with a maximum of \$800 per fiscal year for member plus one.

Are there any other money related issues?

Since absences can have a cost associated with them, yes, there are changes in sick leave. First, faculty who experience a catastrophic illness or injury and use up all of their own sick days, may now receive donations from other faculty up to a total of 50 days (an increase from 15). In addition, individual absences are now based on a 37.5 hour workweek, so an individual absence requires an accounting of times in and out of the classroom or other assignments. Depending on your schedule and how you work, this could result in fewer days of deduction for an absence.

Are there any provisions that apply only to part-time faculty?

Yes. Any credit salary schedule part-timer initially hired on or after July 1, 2010 must now wait longer to gain “seniority”. Previously two semesters of work within two years was required; now it is four semesters within three years. Also, the assignments for temporary employees may now be as high as 67% of a full load (up from 60%).

What are the worst things in the new agreement?

“Worst” is always relative. If you are a new temporary employee, you have to wait

longer to gain ETCUM status (but then if you are new, you don’t really know what you were missing). From the perspective of someone who has to enforce a contract, “worst” is often synonymous with “vague” or “ambiguous”. So you decide. What does the following new, in part, language mean: “A permanent/probationary unit member is expected to perform professional service duties as part of the 37.5 hour work week. These duties include, but are not limited to, curriculum development, course revision, updating of curricular materials, accreditation requirements, attending applicable meetings both on and off campus (committees, outreach to the community).” Or how about this new requirement for department chairs: “In accordance with the provisions of the CBA and District policy, make a good faith effort to resolve scheduling disputes between and among department members.” There seem to be expectations and good intentions in both of these sections, but what does it all really mean? Perhaps we will find out when someone says “no” and an arbitrator is called upon to make a determination.

What are the biggest changes?



If you take “biggest” here literally, they would be in Articles 14 (Management Rights) and 16 (Upgrading). Article 14 was previously the shortest article in the contract, but has now grown bigger to include a list of management rights as provided for in the Education Code and under law. Nothing particularly new here, but they appear in our contract for the first time. Article 16 had the biggest deletions. It states that the “hiring criteria, policies and procedures for new faculty members shall be developed and agreed upon jointly by representatives of the governing Board and the Academic Senate and approved by the Governing Board”;


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this was a process previously defined in the Contract and now deleted. However, “UPM shall have 30 days in which to demand that the District negotiate any aspect of the joint agreement which UPM believes is a mandatory subject of bargaining”.

As I have always said, this new agreement will have something for everyone to love and to hate. If you’re not feeling the love, or if you are boiling with hatred (or even if you

are not), then you need to stay informed, stay in touch and stay involved. UPM is undergoing a massive reorganization in communication and involvement that will touch each and every member. It is our hope that in the future you will have to make a very conscious effort *not* to know what is going on. These changes are happening over the new few months, so open your door, answer the phone, look at your e-mail and find out what’s new.

	<p>Tick-tock, tick, tock, time on the clock.</p> <p>Amount paid to the attorney for the MCC District for legal services (UPM arbitration, grievance and fact-finding) for the month of February: \$17,550.00</p>	
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UPM Committees and Staff		2010-2011
<p>PRESIDENT Ira Lansing</p> <p>BARGAINING TEAM Paul Christensen (Chief Negotiator) Theo Fung, Arthur Lutz, Michele Martinisi, Laurie Ordin, Patty O’Keefe</p> <p>UPM-PAC Arthur Lutz, Laurie Ordin, Co-Chairs</p> <p>GRIEVANCE OFFICER John Sutherland</p> <p>TREASURER Theo Fung</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE George Hritz</p> <p>CCC REPRESENTATIVE Open</p>	<p>NORTH BAY LABOR COUNCIL REP Tom Behr</p> <p>PROFESSIONAL AFFAIRS COMMITTEE Bonnie Borenstein, Carl Cox</p> <p>WORKLOAD COMMITTEE Theo Fung, Deborah Graham</p> <p>HEALTH AND SAFETY COMMITTEE George Adams, Chris Schultz</p> <p>PROFESSIONAL STANDARDS COMMITTEE Arthur Lutz, Bonnie Borenstein</p> <div data-bbox="516 1633 902 1808"> <p><i>36 Years Strong!</i></p>  <p>United Professors of Marin</p> </div>	<p>SABBATICAL LEAVE COMMITTEE Walter Turner (Chair), George Hritz, Radica Portello, Chris Schultz</p> <p>CRA TRUST Sarah Brewster, Judy Coombes , Ed Essick(Chair), Ira Lansing, Laurie Ordin</p> <p>UPM EXECUTIVE COMMITTEE Ira Lansing, Paul Christensen, Bonnie Borenstein, Carl Cox, Deborah Graham, Arthur Lutz, Michele Martinisi, Laurie Ordin, John Sutherland</p> <p>WEB MASTER Mike Ransom</p> <p>UNION PRESS EDITOR John Sutherland</p> <p>EXECUTIVE SECRETARY Teresa Capaldo</p> <p>PART-TIME REPRESENTATIVE Tom Behr</p>

CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

MAY DAY – 2011

*This year, the United States Congress has designated May 1st, (May Day) as “Holocaust Remembrance Day.” The designated theme is **Justice and Accountability: What Have We Learned?** The following are some thoughts.*

In Nazi occupied France during World War II there were French women who were guilty of what was called “*collaboration horizontale*” (sleeping with the enemy). Some of these women did it for love, some for safety, some for money. Some bore children from these liaisons.

After the war these women were considered traitors to the French Republic and were treated with scorn and contempt. Many had their heads shaved and were paraded through the streets in disgrace. Often they were jailed.

There were also French men who collaborated with the pro-Nazi Vichy regime, helping to round up Jews, Gypsies, homosexuals, trade-unionists, Jehovah’s Witnesses and other “undesirables” for transport to the Nazi killing centers and concentration camps. Seventy-five thousand French Jews were exterminated as a result of these roundups. After the Germans were defeated many of these Nazi sympathizers were tarred and feathered. Some were executed.

But it wasn’t only individuals that were complicit with the Nazis during WW II. Many corporations were also guilty of collaboration, including over one hundred U.S. firms that were based in Germany

during the war. Among them were some of America’s most iconic corporate names.

IBM, for example, was actively involved in virtually every aspect of the Third Reich’s operations both before and well into the war. They developed, supplied and serviced the punch-card equipment that identified and transported millions of victims to the death camps. They also supplied the equipment and technology to schedule the railways which brought German military supplies and troops to the front lines.

The Ford Motor Company also had deep ties to the Third Reich both before and during the war, providing military vehicles for the Wehrmacht. Of the 350,000 trucks used by the German Army roughly one-third were made by Ford. Ford’s involvement may not be surprising, however, since Henry Ford Sr. had a long history of anti-Semitism. As publisher of *The Dearborn Independent* he ran a weekly column entitled “*The International Jew; the World’s Foremost Problem.*” And every April 20th throughout the war, Henry sent Adolph Hitler a personal birthday gift. For his part, Hitler awarded Henry the Grand Cross of the German Eagle, the regime’s highest honor for foreigners. What is more disturbing is that Ford used forced labor from concentration camps to staff its *Ford-Werke* factories in Cologne and Berlin.

General Motors through its wholly-owned subsidiary Opel also manufactured military vehicles (and aircraft) for the German army, and also used forced labor. So did American owned Eastman Kodak.

Standard Oil supplied tetraethyl lead fuel to the German air force and aided in the Nazi development of synthetic oil. Coca Cola was

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the sponsor of the 1936 Nazi Olympics in Berlin, and in 1941 when Coke's German subsidiary ran out of syrup from the U.S. because of war-time shortages, Coca Cola invented a new drink specifically for Germans; *Fanta Orange*, which became the unofficial drink of Nazi Germany during the war.

Chase Bank had extensive holdings in Germany both before and during the war. The Rockefeller Foundation funded German research on eugenics. Random House's German division published pro Nazi books and propaganda including *"Sterilization and Euthanasia: A Contribution to Applied Christian Ethics."*

DuPont, General Electric, AT&T, Texaco, International Harvester, Dow Chemical, J.P. Morgan, all maintained operations in Nazi Germany and all profited from these operations. While American soldiers were fighting in Europe and Americans at home were sacrificing for the war effort, scores of American corporations were doing business with the Nazi regime and enjoying windfall profits.

When asked about this duplicity, most of these companies claimed that their relationship with the Third Reich was strictly economic and didn't signify approval of Nazi

policies. It was clear however that many of these firms were "hedging their bets" in case Germany won the war; in which case they expected their German assets to remain secure.

When confronted with the historical record of U.S. corporate involvement with the Third Reich during WWII, what might a person do now, seventy years later, to show disapproval of this collusion? Not buy a Ford? Or an IBM computer? Or Kodak film? Refuse to drink a Coke? Surely the time for that kind of response has long since passed. At the least, however, we can make sure that the memory of this corporate complicity is not forgotten, or hidden.

At the entrance to Auschwitz a plaque has been installed with the celebrated words of George Santayana, *"Those who do not remember the past are doomed to repeat it."* On Sunday, **Holocaust Remembrance Day**, we certainly should remember those who suffered at the hands of the Nazis during the Holocaust, but we should also not forget the shameful role played by U.S. corporations who, because of corporate greed, acted as enablers and accomplices to this genocide.

References on request.



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

UPM-Academic Senate Statement of Mutual Support

As we near the end of the present academic year, we can look back on many positive changes at our good college. We have a new president who has begun to right the many wrongs of the Fran White administration; we have a new president of the Board of Trustees who has also played a role in changing the campus atmosphere for the better; as a result, our hard working Bargaining Team has concluded an agreement with the District; we have also won more arbitrations that ensure faculty rights. Yet none of these accomplishments eclipses the newly agreed upon Statement of Mutual Support between UPM and the Academic Senate.



Recent Senate and UPM Executive Council meetings yielded the following Statement, which won unanimous approval at both tables. Many Senators worked thoughtfully on the document, as did many Executive Council members. Everyone, it appears, realizes the need to unite as we look to the next round of contract negotiations. This is a huge and positive step for our faculty.

Statement of Mutual Support Between:
THE UNITED PROFESSORS OF MARIN, AFT-1610
&
THE COLLEGE OF MARIN ACADEMIC SENATE

WHEREAS, the United Professors of Marin AFT-1610 (“Union”) and the College of Marin Academic Senate (“Senate”) represent a faculty concerned , first and foremost, with the education of their students and the overall quality of the college at which they work; and,

WHEREAS, the Union and the Senate represent a faculty united in its commitment to the principles of faculty rights, academic freedom, fair wages and working conditions, shared governance, democracy and equity; and,

WHEREAS, the *California Educational Employment Relations Act, Title 5 , California Code of Regulations, and California Education Code* prescribe unique yet often significantly related roles for the Union and Senate; and,

WHEREAS, it is in the best interest of the students, faculty and college that the Union and Senate work jointly;

THEREFORE BE IT RESOLVED, that the Union and Senate will cooperate, offer mutual support and advice, and share information; and

RESOLVED, that the Union will appoint an official Senate liaison who will attend open Senate meetings; and

RESOLVED, that the Senate will appoint an official Union liaison who will attend open Union meetings; and,

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RESOLVED, that on every Union Executive Board agenda there shall be a regular agenda item entitled “Academic Senate Report” during which the official Senate Liaison, or designee, can share information or make official requests for Union action; and

RESOLVED, that on every Senate agenda there shall be a regular agenda item entitled “Union Report” during which the official Union Liaison, or designee, can share information or make official requests for Senate action; and

RESOLVED, that on matters in the purview of both the Union and the Senate, both organizations will work jointly, cooperatively, and prudently with the goal of developing a unified position, approach, and strategy to maintain and improve the quality of the college.

Reimbursement Procedures for Conference Leaves with PAC Funds

When you apply for funding from the Professional Affairs Committee for a professional development activity, you are asked to estimate as closely as you possibly can the amount of expenditure you expect to have in each of the itemized areas noted on the PAC application form (e.g., Transportation, Lodging, Meals, etc.). If your application is approved, **you will need to save the itemized receipts associated with your activity** that you noted on your application form. In order to have these funds reimbursed, you will need to fill out a District form for reimbursement and submit it with your itemized receipts to the Fiscal Office at IVC within 60 calendar days after returning from the event.

Please note:

You may not claim reimbursement with State/District funds for items prohibited by State law, including, but not limited to, alcoholic beverages and tobacco.

This is why your meal receipts must be clearly itemized.

Although the District’s Claim for Reimbursement form states that your expenditures must comply with Board Policy, this does not apply to PAC funds, which are negotiated in our contract and consequently exempt from Board policy.

As you know, your UPM contract gives the College of Marin faculty \$30,000 a year to support professional development activities. While you are free to allocate authorized funds as you see fit (meals, lodging, and/or travel), no faculty member may receive more than \$1,000 a year from these funds. These funds are very limited. To insure that as many of your faculty colleagues as possible may be able to take advantage of them, please submit your claim for reimbursement with your itemized receipts in a timely fashion.

If you have any questions, please do not hesitate to contact your PAC representatives.
See: www.unitedprofessorsofmarin.org

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: _____