

31 Years Strong!



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Volume XXXIX No. 10, October 2009

Union Press

Ponderings of the President

by Ira Lansing

A few years back we took our son, who was then five years-old, to the airport to pick up Grandma, who was arriving for a visit. Like many kids his age, he brought along one of his favorite toys of the moment—an oversized blue and red plastic space gun, the kind that whirs and flashes when you squeeze the trigger. In those days you could go all the way to the boarding gate to meet arrivals or spend time with people who were waiting to catch the plane. You did not have to go through security with a boarding pass to be allowed beyond a certain point. At that time the only security was one guard sitting at a card table at the foot of the concourse. Of course when he saw our son's space gun he confiscated it, but said it would be there when we came back down from the gate, and indeed it was, so we were assured of an alien-free trip home with Grandma. At the time the guard's actions struck me as outrageously funny since the gun in question was so comical and childish. But then again, I suppose if one were trying to smuggle firearms aboard an aircraft, you would be careful to make certain your armaments did not look anything like a real gun.

Since that time both of our children have gone to schools all over the world, which provided my wife and I opportunities to visit them and to experience many different airport security procedures. We are adept at walking barefoot while holding photo ID's and boarding passes along with the allowable carry-on bags. While we have never had our body cavities inspected, we were interviewed by one very friendly agent who asked us to which synagogue we belonged and in what city was this and where did my Bar Mitzvah take place (guess what airport this was. Hint: Dead Sea bath salts *will* trigger an alarm if packed in your bag; some kind of weird mineral content). At other times I have been told never to keep my iPod speakers in the carry-on bag, but remove them for security; while another security person has said unpacking all of the chargers and small electronics is not necessary, and yet a third required taking everything out because what she was seeing on the scan was "too confusing".

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As long as I have time to board, I guess I am just a subject of their work environment, with all of its inconsistencies and inconveniences. I don't remember having a choice with any of this, but here we are, perpetually stuck at Condition Orange.

Unlike airport travelers and all of the security requirements that go along with that experience, you will soon have an opportunity to make choices about your own security, at least as it relates to your employment with the College of Marin. As you read this, the last of the "don't call them bargaining" bargaining sessions has ended, and the District has made a contract proposal. You, the UPM membership, will need to direct the bargaining team to accept or reject the proposal. If accepted, we have a contract for 2007-10 that becomes the basis for all future contracts. If rejected, we go back to fact finding and the ultimately imposed contract by the Board of Trustees.

Like airport security these days, you may feel that the proposed contract is just something we all have to put up with and live with. You have no problem with surprise, unannounced evaluation visits by management because you have nothing to hide and you always do a great job. You don't mind waiting an extra three years as a part-timer to get some level of job security because, well, at least you have a job. Your OK with not having a raise for the last three years and perhaps the next two or three because these are tough economic times, and if you really wanted more money, you could go across the street to Kent Middle School and make \$15,000 a year more with the equivalent degree and experience.

Or maybe just go to another community college district in the State (there are 74 of them) and you will get paid more because 51 of them pay higher average salaries than the College of Marin. And finally, you have enough sick days to your credit that you understand losing 5 sick days when you were really only absent 2 or 3 days; it's only fair.

These circumstances are just a handful of the changes you could expect with the new proposal from the District. There are other modifications. After all, management proposed changing about 18 of the 26 articles in our Collective Bargaining Agreement. But nothing happens one way or the other unless you—the members of United Professors of Marin—provide the direction. It is critical that you stay in touch, stay informed and stay involved. The potential for change is great (the change itself may not be too great). It affects all of us and it will be part of our working lives for the rest of our careers.

Going barefoot through security may seem like a small price to pay for the enhanced safety we all gain. But as Benjamin Franklin said, long before there were airplanes: "They that can give up essential liberty to obtain a little temporary safety deserve neither liberty nor safety."

If receiving updates sooner would make you feel slightly more secure, and you are not currently on the UPM mailing list, send a non-CoM address to ira@UnitedProfessorofMarin.org with a request to be added to the list. Your other liberties will not be infringed upon.

Your UPM Website

www.unitedprofessorsofmarin.org

A SPECIAL INVITATION

On December 27, 2007 Carla Zilbersmith, our former Union Newsletter editor and wonderfully talented Chair of the CoM Drama department, sent a message to a group of her friends which read, *"I will cut to the chase. I have been diagnosed with ALS (Lou Gehrig's Disease) – an incurable and fatal illness which will take me – maybe in a year, maybe in 10 years."*

We were, of course all devastated. Young, beautiful, alive, a social justice activist, talented writer, actress, comedienne, musical performer, and a much admired and respected teacher – stricken with a condition that would steal her ability to engage in the things that she so loved to do and which gave so many people such pleasure and benefit. It was/is a great tragedy.

Many of our faculty responded by donating some of their sick leave to her, which was of great immediate help. But, as her condition deteriorated, Carla was eventually forced to retire from CoM.

That might have been the last contact that Carla had with most of our faculty, except that is not the path that Carla has chosen. Carla has not withdrawn from life or from people or from her desire to communicate and perform and teach – especially teach. Rather than retreat, she decided to affirm all her remaining days by engaging with the world and use her deepening understanding of the preciousness of life as a teaching tool for others. And that is what she is currently doing, by way of a wonderful blog in which she speaks honestly about her illness, her joys, her sadness, her regrets, her passions (erotic and

otherwise) and her wonderful son Maclen. And she does it with humor and poignancy and wisdom and without self pity (well maybe just a little self pity) in a way that makes us laugh and cry and ponder, and which deepens us all.

Elizabeth Kubler-Ross in her book, "On Death and Dying" wrote, *"Those who learn to know death, become our teachers about life."*

Carla is learning to know death. And for the many of us who devotedly read her blogs at carlamuses.blogspot.com, she truly has become a *'teacher about life.'*

But now let me (as Carla said) "cut to the chase."

On Friday, November 20th, in our Fine Arts Theater, there will be a private screening of an 80 minute documentary film being made about Carla, by Academy Award director John Zaritsky titled, *Leave Them Laughing – A Musical Comedy about Dying.*

This benefit screening is being organized by the people in the College of Marin community to honor Carla and also to raise money to fund the finishing and distribution of the film. Reception at 7PM – Film 7:30PM. Q & A with the filmmaker and Carla and Maclen after the film. Suggested donation \$10 - \$20. To reserve a seat or for more information, call (415) 485-9384 or email leavethemlaughing@yahoo.com Our union, along with other COM organizations will be a sponsor of this event.

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I know that there might be some faculty who would feel awkward at the thought of meeting Carla at this screening, and not know what to say or how to act when we see her. But let me tell you what Carla wrote in one of her blogs shortly after she was diagnosed with ALS, "I want people to know that you don't have to watch what you say around me. There are no verboten topics. Please don't feel that you need

to watch your words. Being present is enough. In fact it's more than enough."
CZ

I hope that we can all be present on November 20.

Arthur Lutz
October 2009



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.

<u>Building:</u>	<u>Contact:</u>	<u>Campus Extension or Email:</u>
Austin Science Center	Ira Lansing	7531
Business Center	Mike Ransom	7579
Dance, Landscape, Fine/Visual Arts	Deborah Graham	Deborah.graham@marin.edu
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	tom.behr@marin.edu or Deborah.graham@marin.edu
Physical Education	Ira Lansing	7531
Student Services	Theo Fung	7389

CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

INGRATIATION OR TENURE?

Most of us would agree that it is appropriate to be courteous to our supervisors regardless of what we might think of their abilities or performance. Sometimes, however, it's hard to distinguish between courtesy and sycophancy. And while most of us think that we are too discerning to misperceive this distinction, there are many employees who do resort to agreement, flattery and accolade in hopes of attaining, maintaining, or enhancing their employment status. And often their fawnery is successful.

In recent studies at the University of Texas and at the Haas School of Business in Berkeley, researchers found that mid level managers who engage in ingratiating behavior toward their CEOs are 64% more likely to be recommended for seats on corporate boards. And even in lower level positions it was found that job applicants and employees who act obsequiously are 20% more likely to get hired or promoted.

According to Haas researcher Jennifer Chapman, *"People that stroke the boss, making the boss feel good about decisions he or she has made... are going to do better."* And those employees who are less deferential, who refuse to engage in false flattery or who are critical of their boss's self-deceptions are unlikely to be rewarded.

Aside from the fact that 'sucking up' to the boss is demeaning, it's also bad for

business, and CEOs, managers and administrators who reward false flattery and effusive enthusiasm for their policies are doing the organization a disservice, because it insulates them from the kind of critical input that is necessary if organizational improvement is to occur. *"If managers only hear what they want to hear, and only reward those who reinforce their perspectives, they may be in for some unexpected surprises down the road."*

Rather than rewarding the suck-ups and 'yes' folk, managers should really be honoring and rewarding those who are critical of management policies and practices, because it is through criticism and self-criticism that organizations grow and prosper.

But that's not the way it is at College of Marin. In most cases where perks have been granted by management, the recipients have typically been employees who are uncritical or silently acquiescent or actively supportive of administration policy. And in too many cases of denials and punitive actions, it's the faculty who have questioned management policy who are penalized. No wonder so many of our adjunct and probationary faculty are timid about expressing views that are at variance with management.

In an organization that trades in the free exchange of ideas – where critical expression should be honored and encouraged, it is unfortunate that managers only want to hear from, and reward those who support their policies. According to Chapman, such a practice leads to the weakening and eventual demise of an organization.

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That is why employee organizations fight for tenure and seniority rights – to protect their members against management arbitrariness and abuse, and to allow healthy and sometimes critical new ideas and perspectives to be introduced without fear of retribution. It is why in our current negotiations with the District, UPM is contesting the District’s attempt to alter the Evaluation

and Management Rights sections of our Contract to, in effect, eliminate seniority and tenure.

Tenure and seniority protections are essential – because they contribute to the health of the organization – but also because no one should have to ingratiate themselves in order to keep their job.

UPM Committees and Staff		2009-2010
<p>PRESIDENT Ira Lansing</p> <p>BARGAINING TEAM Paul Christensen (Chief Negotiator) Tom Behr, Theo Fung, Arthur Lutz, Michele Martinisi, Laurie Ordin</p> <p>UPM-PAC Arthur Lutz</p> <p>GRIEVANCE OFFICER John Sutherland</p> <p>TREASURER Theo Fung, Co-Treasurer: Mike Ransom</p> <p>BUDGET MONITOR Deborah Graham</p> <p>BAY 10 REPRESENTATIVE Open Position</p> <p>CCC REPRESENTATIVE Laurie Ordin</p>	<p>NORTH BAY LABOR COUNCIL REP George Hritz</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, Carol Lacy</p> <p>PROFESSIONAL STANDARDS COMMITTEE Arthur Lutz, Mike Ransom</p> <div style="text-align: center;"> <p><i>31 Years Strong!</i></p>  </div>	<p>SABBATICAL LEAVE COMMITTEE Walter Turner (Chair), Patricia O’Keefe, Radica Portello, Chris Schultz</p> <p>CRA TRUST Ed Essick(Chair), Maula Allen, Sarah Brewster, Judy Coombes, Ira Lansing</p> <p>UPM EXECUTIVE COMMITTEE Ira Lansing, Paul Christensen, Tom Behr, Bonnie Borenstein, Carl Cox, Deborah Graham, Arthur Lutz, 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>Tick-tock, tick, tock, time on the clock. Amount paid to the attorney for the month of August: \$7,685</p> <p>District Total since start of 2009: \$190,245.50 ... and still no contract</p>	
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Grievance Update

Another Telling Win for UPM Members

Background

At the end of the 2007 fall semester, a full-time UPM member submitted his schedule for summer and spring of 2008. For the previous four years, the instructor had taught the same number of intersession units (11) that he specified in his 2008 summer schedule.

His Department Chair then completed and submitted both intersession and fall schedules according to the timeline and directions given by the vice president of instruction. However, while “proofing” the intersession schedule, the Department Chair noticed that one of the instructor’s classes was missing and immediately contacted the OIM with what he thought was an error.

But he was informed that no error had been made, that then VP Anita Martinez had invented a new policy limiting intersession assignments to six units. Ms. Martinez explained that her new policy was based on concerns for pedagogy, student learning outcomes and the shortened summer session. In turn, she directed the area dean to find another instructor for the class in question, and the dean ended up hiring an instructor who had never taught at CoM before. Ironically, at the time, Ms. Martinez was full time, permanent VP of Student Learning at CoM **AND** a full-time instructor at CCSF.

Despite arguments from UPM, Ms. Martinez and the District insisted on following the newly concocted policy, and as a result, in March of 2008, UPM

filed a grievance on behalf of the full-time unit member who had been denied intersession teaching units. Predictably, the District denied the grievance and so UPM filed for arbitration.

The Arbitration

In the arbitration hearing, Ms. Martinez displayed her dizzying math skills by arguing that a summer teaching load of five units was equivalent to 15 semester units, while the attorney for the District argued that “pandemonium would result” if the District were to “allow a faculty member to self-select an assignment.” Yes, that was actually part of his argument.

For its part, UPM argued that Article 8.16 of the CBA was clear about intersession assignments and that the instructor by Contract had the right to the assignment he was seeking. UPM also argued that since Article 3.10 of the CBA delineates office hour assignments per teaching unit for intersession work and since it provides for up to 15 units of work (four office hours) for intersession, the District’s new policy was out of compliance with the CBA.

The Arbitrator’s findings

The arbitrator rendered his opinion in phrases such as “The District’s unilateral action of denying Grievant his third class violates Article 8.16 of the parties’ CBA”; “The District wrongfully overturned a longstanding practice that tenured faculty may teach over six (6) intersession units if they so wish”; “Vice President Martinez’ unilateral managerial decision is inconsistent with the Article 8.16 requirement....”; “The District’s actions improperly overturned a longstanding practice....”;

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“Vice President Martinez’ unilateral action contravened a past practice that was consistent, repetitive, and mutually accepted”; and “Suffice it to say, Martinez’ unilateral managerial decision, regarding the Article 8.16 binding past practice, adversely effects bargaining unit members’ terms and conditions of employment.”

Poignantly, the arbitrator wrote that Ms. Martinez’ “extrapolation of calculations” (Martinez argued that, given the 6 week summer session vs. the 18 week semester, each unit taught in summer school would be equal to 3 units taught in a regular semester in terms of work load.) was “clearly in addition to and inconsistent with Article 8.16”

and

“The District’s reasons for imposing a six-unit cap (concerns over pedagogy and student learning outcomes) is [*sic*] irrelevant, and also hypocritical, given that Vice President Martinez continued to work in that capacity while teaching three (3) classes at another institution. As a result, her testimony should be discounted.”

The Award:

1. The grievance is sustained;
2. The District violated Article 8.16 of the parties’ agreement when the grievant was not assigned a... class for the summer Session of 2008;
3. The District shall make Grievant whole for all losses sustained as a result of not begin assigned to the... class;
4. The District is ordered to cease and desist any further implementation of a six (6) unit intersession limit; and

5. The Arbitrator retains jurisdiction solely over disputes related to he interpretation and implementation of this reward.

The District’s actions and refusal to adhere to the CBA clearly cost the taxpayers of Marin County. Not only does the District now have to pay the grievant in this case, but having to do so means it pays twice for one class since it also hired an emergency instructor to implement its new policy. Furthermore, the costs to the District in terms of time and money spent by HR personnel are added insults to taxpayers. Finally, the attorney for the District, the attorney who also “negotiates” contracts for all CoM unions, was paid handsomely for his advice and participation in the grievance and arbitration. These costs continue to be felt in terms of the disrespect the District shows to the Collective Bargaining Agreement, its employees, CoM students and Marin taxpayers.

The Aftermath

While UPM has in recent years won several important legal victories against the District, among them the Retirement Savings (the District’s refusal to adhere to its own agreement cost Marin taxpayers an approximate \$1.6 million dollars, and the arbitrator fined the District \$2500, characterizing its arguments in the case as “specious”) and Required Teaching Load arbitrations (the District was again ordered to make the grievant whole for any loss of pay and to cease and desist discrimination against the unit member for his union activities), the grievances continue to pile up. Currently, UPM is awaiting decision on a conference leave

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arbitration (we just filed another on the District's repeated violation of the same Article), and we are moving forward on an overload grievance.

The Scandal

All the while, the District is padding its attorney's bankroll at Marin County taxpayers' expense for losing arbitrations and failing to negotiate

contracts with CoM unions. Such unconscionable actions insult all of us—UPM members, District staff, our students and Marin County residents.

Silence only condones the District's outrageous and wasteful behavior.

John Sutherland

The New AFT Membership Card Is Coming!

Beginning Jan. 20, 2010, and continuing weekly for the following five weeks, the AFT will begin mailing new membership cards to all full, half, quarter, on-leave, laid-off and retiree members of record as of Nov. 15, 2009. The new beautifully designed card is made of a more durable recycled plastic and will remain valid as long as a member remains in an active status. As before, each card will contain your local's name and number along with each member's unique identification number. This unique number will be each member's key to accessing online benefits, which, beginning January 2010, will be accessible only through www.aft.org/members

Go to <http://www.aft.org/> today!



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

**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