

30 Years Strong!



INSIDE

1
Ponderings
of the
President

3
UPM
Committees
and Staff

4
Connecting
the Dots:
Easy Come,
Easy Go?

5
Collective
Bargaining

7
Letters to
Editor

10
UPM Forms/
Committees
and staff

Volume XXXIX No. 9, September 2009

Union Press

Ponderings of the President

by Ira Lansing

The other day, completely unintentionally, I happened to see a faculty seniority list. This is the list that ranks faculty in order by date of hire (not by age). Somewhat to my surprise I found my name among the first 20 on the list. Perhaps my surprise was not that I was towards the top of the list, but that there were not many others of my “generation” also there. I was hired during the last surge of the mid- to late 1970’s, before hiring freezes were imposed and the door slammed shut in community colleges, and apparently most of those also hired with me at that time have either moved on or retired. So here I am atop this list with a fairly clear view of where I have been and a perspective of what lies ahead.

One of the places I have been is involved with the United Professors of Marin, and most recently in an extremely protracted contract negotiations. “Protracted” is almost an understatement, although a thesaurus lists “marathon” as a synonym. The very first collective bargaining agreement in the District took about 30 months to negotiate and the duration of that contract was 36

months; that is, it expired 6 months after it was concluded. The current contract negotiations have surpassed 30 months, are likely to require a few more months to see fact finding to its conclusion, meaning the new contract will expire in 2 or 3 months after it is imposed. It is not too surprising that the first and current negotiations are in the same durational time frame. The first contract was created from the ground up, a laborious process, and the current negotiations see the District tearing down the last 30-plus years of contract construction. For those of you who have been working for the College of Marin a “brief” 5-15 years, there is a perspective that this current contract and all of its advantages has always been and always will be, except for technical corrections along the way. Not an unreasonable assumption. That has been the process since the commencement of bargaining in this District. However, at the start of these current negotiations (back in March, 2007!) there was a conjunction of Trustees, attorneys and administrators that decided it was desirable to significantly

Continued on 2

change 18 of the Collective Bargaining Agreement's 26 articles, regardless of the time, cost and morale issues involved.

If you have been around for more than a half dozen years you have seen UPM negotiate at least a couple of contracts, always with some difficult issues, but always coming through with much of what the membership has wanted. If you have been around at least a couple of years, you have read enough of these columns to realize that I have been saying this time is different. The bargaining team will not be able to come to the membership and say we got you most of what you wanted. Instead, you will hear that whatever you had, whatever you wanted, will change. And these changes will be the basis for all future contracts, and future contracts will largely be irrelevant because some of the changes will, for all practical purposes, eliminate the need to negotiate future modifications.

As Union president such a situation is extremely unsettling. Not because it could render UPM unnecessary—I am still employed to teach mathematics—but because it could make that teaching position and all of *your* positions, full-time, part-time, credit and non-credit, reduced to the capricious desires of an administrator, and in all likelihood, an administrator who is unfamiliar with your area(s) of expertise, your teaching style and your rapport with students.

Ridiculous, you say. Could never really happen that way. Here is one proposal from the District: "~~...unit members shall not be subject to punishment, discipline or removal from their positions for observations and or judgments made during their respective evaluations.~~" Note that it is crossed out, which means it is to be *removed* from the current contract. If this language is absent, then what it prohibits may now be allowed

to take place. Couple this with the proposal for unannounced visits to your classroom, lab, library, work site or counseling area and it becomes more unsettling.

I am sure many of you reading the above are not that concerned. You have nothing to hide, you are good at what you do. Fine, how about a sick leave system where if you are assigned to work 3 hours on a particular day and you are absent for one of those hours you will have 3.125 hours deducted. I teach mathematics and the logic behind that escapes me.

You never get sick because you are part-time and cannot afford it. Don't worry, you may not have a job from which to be sick because the District is proposing to *quadruple* the time it takes to achieve the rights and security of ETCUM or ETNUM status.

Perhaps, after all of this you are still willing to be bought out. Perhaps for the right amount of money you could purchase a state of mind and a quality of living that removes you from the nightmare your job has become. Don't worry, the District is offering to financially reward you: for the 36 month duration of this contract, depending on your employment status and salary, an extra \$6.94 per month to \$26.38 per month as a one time only bonus will be paid to you in one check. That's right, it does not go on the salary schedule for future increases; it is 1% off schedule.

Remember I said in the very beginning that I am towards the top in years of service to the District. In all likelihood that means my remaining years of service are fewer than almost all of yours. That means whatever comes of this contract negotiation will apply to me for a lot less time than it will you.

Continued on 3

Think about the implications of that on your remaining years of service, and when UPM comes to you in November and asks what we should tell the District regarding their offer, be certain your answer acknowledges the impact on your remaining years of employment. And completely understand that if you say “take it” you will never get back what you have lost, and if you say “forget it” that you are not just walking away from bad offers and the bad contract it produces, but you are walking out as long as the offers continue in the same character.

Some UPM members already have more specifics and details on the above because they are on the UPM informational mailing list. If you are not, send your request to be added to ira@UnitedProfessorsofMarin.org. Non-CoM e-mail address, please. How else do you expect to stay in touch, stay informed and stay involved?

	<p>Tick-tock, tick, tock, time on the clock. Amount paid to the attorney for the month of July: \$9,625 District Total since start of 2009: \$182,560.50 ... and still no contract</p>	
---	---	---

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 data-bbox="602 1717 987 1896" style="text-align: center;">  </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>

30 Years Strong!

CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

EASY COME EASY GO?

Some things happen very easily, and some only with great difficulty.

I've always been bewildered why if you drop a garment in a tub of water it becomes wet almost instantly, but in order to make it dry again, it takes twenty minutes in a clothes drier.

Or how a passing errant comment often takes a lifetime of apologies and *mea culpas* to nullify.

The old adage 'easy come easy go' rarely describes most situations. Things may happen easily, but they usually can't be reversed with equal effortlessness. Most often we are left with a legacy that is difficult if not impossible to reverse and which slowly and inexorably leads to disappointment and misery.

That's the way it was in Viet Nam, where the initial easy commitment of a few advisors escalated into 58,000 U.S. deaths. And it is what appears to be happening in Afghanistan. The genie slipped out of the bottle easily, but once released, can't seem to be stuffed back in.

And that's the way it is here at College of Marin, where the initial facile promises made by our Board of Trustees and our president that the quarter billion dollar facilities bond would transform our campus into a state of the art learning facility, seems to be facing some hard realities. As soon as the

bond genie was released, bloated with Marin taxpayer cash, our Board announced that they could not provide all that they had promised to the voters. And gradually, due to architectural change orders, cost over-runs and supply price increases, our board reneged on more and more of its promises, until what we are left with is a pale reflection of what was initially promised. They let the bond genie out – they couldn't stuff it back in.

What a travesty.

So we will have a new Science building with classrooms and labs that are too small and too few and inefficient for our growing student population and which most of our science faculty find grossly inadequate. A building without funds for supplies, equipment or future maintenance. And we will have a Fine Arts building equally deficient, with equal faculty dissatisfaction, erected in an area that destroys the logic and beauty of our campus. And we will have a new building at IVC that even one of the trustees who voted for it said, "looks like San Quentin." And to accomplish all this, the Board approved turning century old redwoods and pines into benches and mulch without the slightest remorse or embarrassment.

What a shame.

But perhaps most shameful of all is that our Board is using their bond difficulties to justify refusing to offer our faculty a wage that will bring us in parity with half of the other community colleges in California. And then accuse us of being greedy for wanting to be compensated equitably.

Continued on 5

A college is not a collection of buildings. It is a constituency of faculty, students, staff and community. Our administration

is using their bond blunders as an excuse to short-change every one of these constituencies.

Collective Bargaining

Cornell University's Law School website defines Collective Bargaining as consisting "of negotiations between an employer and a group of employees so as to determine the conditions of employment."

(http://topics.law.cornell.edu/wex/Collective_bargaining)

Note the wording carefully:

"Negotiations BETWEEN an employer and a group of employees." Whatever is going on at the College of Marin, however, is a far cry from Cornell's definition of bargaining.

It's pretty clear to the people most closely involved that the CoM District, rather than participating in COLLECTIVE bargaining, is trying to break the very workers with whom it should be negotiating. Instead of bargaining collectively, the District is heading towards imposing a contract that will severely limit our contractual rights and endanger our jobs.

At the heart of the matter is the District's opening of nearly 20 articles in the existing Collective Bargaining Agreement, in all of which it is proposing substantial changes. "Negotiation" is usually understood as a give-and-take arrangement, but the District wants to give nothing and take everything. Typical negotiations are tradeoffs in which one side trades what it wants and gives up something in return. And most often, these trades can be broken down into two broad categories: money and rights.

It's no secret that the college's budget is at its highest level in the college's history. Last year, the District revenue from the county increased by 5.7%; this year, Al Harrison has stated that the increase is about 2%. These are NOT one-time only increases. They are ongoing, permanent increases. And so it's also no secret that the District has money to trade. As Trustee Paterson acknowledged in the *Marin IJ* (8/26/09), the college has a "\$4,952,145 ending fund balance - the 11.2 percent of its budget left over at the end of the previous academic year."

And it's no secret that the District pays its administrators well. President Frances White's Salary and Compensation, for example, includes:

Annual Salary: \$214,000

Annual Performance Bonus: \$12,000

Annual Tax deferred Annuity

Contribution: \$2500

Outside Consulting and Professional Activities: 5 Days

Monthly Vehicle Expenses: \$500

Monthly Business Expense: \$ 250

Vacation Days: 22 per Year

Sick Leave: 12 Days per Year

Insurance Coverage: District provided health, dental, vision; \$350,000 term life insurance and full disability insurance

Retiree Benefits: Full medical

supplemental coverage under Medicare.

And other members of our administration get healthy salaries, too.

Continued on 6

In 2007, then Vice President of Student Learning Anita Martinez earned \$132,000 per year.

In 2007, Director of Human Resources Linda Beam earned \$116,000 per year.

In 2007, Vice President of College Operations Al Harrison earned \$133,000 per year

In 2007, Director of Modernization V-Anne Chernock earned \$125,000 per year.

In 2007, Director of Marketing and Communications Cathy Summa-Wolfe earned \$102,000 per year.

Our Deans make upwards of \$100,000 per year as well.

Administrative salaries are even more impressive when one considers that some of our college leaders **also** receive state pensions in addition to the CoM earnings:

Nick Chang: \$9,334.13 per mo.

Bob Balesteri: \$10,390.68 per mo.

Armond Phillips: \$8,675.38 per mo.

Ed Buckley: \$9,648.28 per mo.

(<http://www.californiapensionreform.com/>)

While the District has been paying SunGard \$25,000 per month to manage our new state-of-the-art operating system, Banner, at the August Board meeting, SunGard's contract was extended to the current rate of \$30,800+ per month.

And as we've reported before, the attorney for the District makes even

more than anyone: \$182,560.50... since the beginning of 2009!

These figures are particularly striking when we consider that when State Sen. Jack Scott took over as statewide Chancellor of the California community college system, his pay was \$198,000 per year.

Now, no one is begrudging these administrators their salaries. It's in the best interest of the institution to pay its workers well. Clearly the money is there, and all we're asking for is a fair shake, but the District's offers to its faculty have been anything but generous. Why is it refusing to follow standard collective bargaining procedure when it comes to its faculty? In "Negotiations" it insists on taking away rights but it is unwilling to share its wealth.

What's going on? What's with this "we want it all for nothing" attitude? In college publications, at convocations and in Monday Briefings, we often hear verbal praise for the "excellent faculty," so why doesn't the District stand behind its words? Clearly our District is openhanded with its dollars, at least with its administrators, so its latest offer of 0%, 0% and 0% for the three years of our contract... and 1% OFF the salary schedule is a mystery. The District's offer of 1/3 of a percent for three years is equivalent to between \$9 and \$26 per month--one time only--and hardly seems to be in the spirit of collective bargaining.

John Sutherland

www.unitedprofessorsofmarin.org

Want to compare past issues with the latest issue of the UPM Press?



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

The following letter was read to the Board at the September 22, 2009 meeting. Its authors asked that it be reprinted here.

To: The Marin Community College District Board of Trustees
From: Don Foss, Jamie Deneris, and David Egert
Subject: The Construction of a New Science Center

The Marin Community College District made a pledge to the tax payers of Marin County they would provide College of Marin science faculty and students with a scientifically up to date, modern facility that is uncompromising in its environmental design. The retrofitting and refurbishing of the existing structure was, and is, the obvious choice. We have no doubt the Board of Trustees and the District Administration have every intention of directing the construction of the most efficient and functional Science Center possible. We thank you for your efforts, but do not know if the Board is aware of the dire concerns of the science faculty and staff about the spatial inadequacies and inherent environmental degradation generated by building a new science center and demolishing the old.

Sound environmental ethics dictate that we reduce our consumption by reusing all that we can, and rebuilding only when that fails. From the Science Center faculty's first meeting with the Swinerton group, the push was to build a new facility. Retrofitting and modernizing our existing building were

never discussed as Swinerton refused to listen when the topic was broached. A new facility was the only plan, a plan that includes demolishing the 36 year old Austin Science Center. As no reason was offered for banning these discussions, we felt it was due to a conflict of interest as building a new facility was easier and more profitable for the companies involved. Following our initial meetings, the Life and Earth Science Department faculty and staff met repeatedly with both the architects drawing the plans and with representatives from Swinerton to try and work out the details of our classroom and laboratory space in the new building. After much discussion, the original architects came over to tour our current facilities. The tour culminated with all parties in agreement, there was no way the building they planned would ever meet the spatial or program requirements of our department. A particularly telling comment by the architects was that our old cabinets could be moved to the new facility as the current budget did not include adequate cabinetry.

Continued on 8

Working with the architects we designed a set of plans that were at least somewhat better than the originals. This new set of plans was scrubbed by the Board of Trustees along with the architectural firm that proposed them. We repeated the process (several meetings) with a newly hired firm and were told we would all come together to review the plans. The faculty and staff of our department made it clear we would come to meetings whenever they were scheduled, including over breaks and during sabbatical leaves. As of today, no one in the Life and Earth Science Department has been contacted, and none of us has seen the blueprints with the agreed upon changes. We naively believed we would be included in the process and that we would have time to address our concerns and the Board. Needless to say, we were somewhat taken aback at the convocation announcement that the ground breaking for the new Science Center was imminent. Even with the proposed changes, this building is considerably inferior to the current structure and it falls far short of the promises made to the tax payers of Marin County.

We do not know if the Board is aware that the new structure is much smaller than our current building. The result is that every discipline will lose at least one laboratory space. The loss of these laboratories will dictate a decrease in our science course offerings (in the Life and Earth Science Department for example: Introduction to Biology, Anatomy, Physiology, Microbiology, and Geology) as we are currently running at maximum capacity. This obviously does not allow the science departments to continue to grow. We say continue

because our programs are some of the most successful on campus in terms of growth, and student retention and academic success. In addition, the proposed laboratories will not house our current equipment and supplies which will limit the curriculum we will be able to offer. Our outstanding collections, obtained with great effort over the past 80 years, will be stored in containers. Finally, we will lose our large lecture space. The new building design does not have a room which will accommodate over 40 people. This is particularly detrimental to the Biology and Chemistry departments as Science Center 101 is in constant use by them.

The faculty concern for the future viability of their programs is not limited to the Life and Earth Science Department. At present, many members of the science faculty think the Board of Trustees will change their minds about the demolition of the Austin Science Center. This change in plans will be mandatory if the district wishes to keep the current level of science offerings and to continue teaching our extremely effective curriculum. The flaw in this strategy is that the Science Center is in need of repair and the funds for doing so will have been spent on the construction of an inferior building. At present, the district has 105,000 square feet of perfectly acceptable space on the Kentfield campus constructed in 1974 and five abandoned science laboratories built in 1976 on the Indian Valley campus. The Kentfield Science Center is in need of some repairs representing a small investment of the monetary resources of this district. It is feasible for these repairs to occur without disrupting the normal schedule of

Continued on 9

classes. Finally, refurbishing the existing structure would be in keeping with the environment ethic of the College of Marin and Marin County. The environmental degradation

generated by the design and construction of a new building creates a rather staggering environmental footprint. Thank you for your attention.

ATTENTION ALL UNIT MEMBERS!



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,	Deborah Graham	Deborah.graham@marin.edu
Fine/Visual Arts	Tara Flandreau	7576
Dickson, Fusselman Hall	Paul Christensen	7635
Harlan Center	John Sutherland	7434
IVC Campus	Arthur Lutz	8518
Learning Resource Center	Carl Cox	7423
Part-time Faculty	Tom Behr	tom.behr@marin.edu or Deborah.graham@marin.edu
Physical Education	Ira Lansing	7531
Student Services	Theo Fung	7389

**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

