

# UPM Membership Application Form

I hereby apply for membership in the United Professors of Marin, AFT Local 1610

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: ( ) \_\_\_\_\_ Campus Ext.: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Department: \_\_\_\_\_

Please check appropriate boxes

- 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 via campus mail to the UPM Office, Science Center, room 136

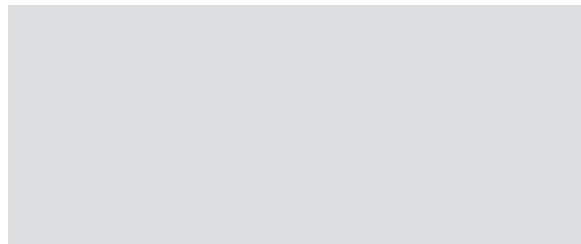
# UPM

*United Professors of Marin*

**American Federation of Teachers, Local 1610**

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# UNION PRESS

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**UPM**  
*United Professors of Marin*



## California Voters Support Teachers over Governor's Agenda

By Carla Zilbersmith

**O**N NOVEMBER 8, CALIFORNIA VOTERS GAVE GOVERNOR ARNOLD Schwarzenegger a public spanking, when they soundly rejected every one of the measures he backed in his Special Election. Thanks to organized efforts by nurses, police officers, firefighters and of course teachers, as well as the unions that represent all of these groups, our message – the message of those who serve our community - was received loud and clear by the voters. The voters' response was to back us.

In fact, when voters get to hear both sides of an issue, unfiltered and unspun, they almost always support essential services like healthcare, public safety and education. Take our 250 million dollar bond. One could say that its passing is a triumph of an aggressive marketing campaign, (and one would be right) but beyond that, Marin voters sent a powerful message. Marin county supports our college. To be more precise, they support the professors who have taught them and inspired them and who may now be teaching and inspiring their children or their grandchildren. Students do not come to a school for its buildings or its administrators or its Board members. They never will. They come to learn from its teachers. We educators have a great deal of political clout, which is something that Governor Schwarzenegger with his 70 million dollars in corporate contributions did not understand. No doubt, he understands now.

How can we use this clout? We can demand that the process of campus modernization be truly transparent and that the principles of shared

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# Ponderings of the President

By Ira Lansing

**M**OST PEOPLE CAN DRIVE A CAR without ever wondering how it works or what makes it go, having no concerns about automotive technology. Similarly, many people can watch a movie or a television show without a thought to how it got from the initial concept to appearing in front of their face. The technical aspects of production, not to mention the scientific technology to enable viewing, are not elements of concern to those people. One could say the same about negotiating a contract. The end user - the Union member - is primarily concerned with what the end product does (or does not) do for him or her. How it came to be might be appreciated, but it does not affect his or her use of the contract.

There is a similarity between the negotiated contract and the two earlier examples. All require some process that makes them "come about" so that they can be used and appreciated. The implementation of the negotiated language of a new contract requires that one "look under the hood" or "get behind the camera". Let's take a look at some of the technical aspects of our new contract, so that you may better understand why the car stalls or the picture looks fuzzy.

Consider just getting a printed version of the new contract. It is not as simple as taking the new

sections just negotiated and doing a cut and paste into the old version. Often, new language modifies old language and comparisons and cross-references must be checked. In addition, there is always something that has been negotiated in between contracts that must be incorporated. The usual process is to have representatives of the two bargaining teams sit down and create a document that is proof-read numerous times. In the past, UPM's chief negotiator and the District's Human Resources director have accomplished this very tedious chore. This time, the District has delegated the job to its own chief negotiator, whom you may recall has retired and is living in Florida. Perhaps technology can assist in the process, but familiarity also matters and a consulting negotiator does not have the same experience with our collective bargaining agreement as someone from within the District. Then again, given the changes around here lately.....

So when will you actually have a hard copy of the 2004-2007 collective bargaining agreement? Hopefully before July of 2007!

Let's look at another area requiring implementation—salary adjustments. Usually the complex calculations of back pay are capably handled by the District's Payroll Office. And so they shall be

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The *Union Press* is published monthly and distributed to faculty mailboxes on both the Kentfield and Indian Valley campuses. Summer and intersession editions are mailed to each UPM member whose mailing address is current.

The Press is printed by members of CSEA.

The Editor of the *Press* invites members of the faculty to submit articles on topics of interest to union members, such as working conditions, safety, contract articles, and the like. Please submit articles to the Editor, *Union Press*, UPM. The UPM has a mailbox in the mailroom at the Kentfield Campus.

Letters to the Editor are encouraged. All letters should be signed and addressed to Editor, *Union Press*, UPM or emailed to [comcarla@yahoo.com](mailto:comcarla@yahoo.com).

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The UPM PAC 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.

### United Professors of Marin UPM—PAC PAYROLL DEDUCTION FORM

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 ID # 990958 until I revoke this authorization in writing.

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ City: \_\_\_\_\_

SSN: \_\_\_\_\_ Zip: \_\_\_\_\_

# More Ponderings of the President

(Continued from Page 2)

again. However, the situation gets a little more complicated this go-round. There is a lingering remnant of the 2001-2004 contract that must be dealt with *first*, that is, the salary adjustment resulting from savings due to the retirement incentive in that old contract. That savings is to be applied directly to the salary schedule. Then any new adjustments are applied *afterwards*, in chronological order. This is where banks and credit card companies make a living—compound interest. Without going into the details, there is a difference between applying a single 7% increase versus a 1% and then a 6% increase. Think interest on interest. The amount may initially be only pennies, but multiply it over tens of thousands of dollars over a period of years, and now you're talking real money. The adjustment resulting from the retirees is holding up the process, since it is the first in line, so to speak. Any paycheck you get now with any salary increase on it is wrong, because this first increase has not been applied. With an assumption as to what that first adjustment might be, at the end of all the salary increases, the difference between doing it correctly or not could be \$89 for every ten thousand dollars of salary. For example, on a \$40,000 annual salary you could be shorted \$356. We're talking some serious iPods here! When you get a paycheck, as we did with the November payment, which

appears to have more money than "usual" and no explanation as to why, who's to know what was done? Where's the communication between management and employees? All I can tell you is that UPM hopes to have the situation resolved in time for the December pay period.

Let's consider one last area of technical difficulty that actually would appear to be quite simple to implement. Regardless of how you feel about the new calendar, it should be pretty straightforward to pick start dates and end dates that add up to the required number of days of instruction. And it is. And it has been done. However, it seems that this new calendar must be approved by the State Chancellor's Office for compliance, and when and how long that will take, no one seems to know (yet). So maybe it cannot happen in time for the next academic year. Who knows? And when will we know? And if it does not, what does take place? Not automatically the complete old system, flex, finals and all.

But wait, it gets a little better. When the new calendar does go into effect, it is based on the concept that all classes meet a certain minimum number of hours associated with the teaching units for the particular course. A three teaching unit class would meet for 48 hours

during the 16 week semester. Previously, if a holiday fell on one of your class meetings, all that would happen is that your class would not meet. Now there will be a "makeup" meeting. How? When? Prearranged times that don't conflict with anyone else's prearranged times make sense, but who does the prearranging? The instructor, the department, the District scheduler? You might like to know before you actually begin teaching the semester. Who, besides UPM, is actually thinking about this? It's a mystery. Nothing has been communicated from the administration about how this will be facilitated.

Perhaps you really don't want to look under the hood or get behind the camera. It might detract from the enjoyment you receive while driving or watching a show. But when the car stops or the picture disappears, someone has to be paying attention and be involved with the technicalities. UPM can only do so much in this shared process. We will keep you informed as best we can.

Enjoy your time, stay healthy and see you all in the new semester.

# Connecting the Dots

News and Opinion by Arthur Lutz

## Situation Ethics

THE HISTORIAN ALAN VOLLMER wrote that at one point in Adolph Hitler's life, he considered dying his hair blond. It was after the publication of Hitler's monograph, *'The Aryan Ideal'* and after he was urged by many in his inner circle to end his relationship with Eva Braun and marry Helga Sturmer the golden-haired beauty from Nuremburg, and father a child with her. In so doing, they declared, he would be modeling the call for Germans to produce offspring for the fatherland. And of course, the child would be born blue-eyed and with blond hair – the Aryan ideal.

But how could this be assured, since Hitler's eyes were brown and his hair was black? Joseph Goebbels, in his secret diary, revealed that the plan was to switch infants if the Hitler-Sturmer offspring was born dark haired and less than *'Germanic'* looking. But the child was never conceived and neither did the marriage occur because although he was agreeable, Hitler turned out to be impotent and was too embarrassed to tell Fraulein Sturmer of his condition. So he called off the suggested liaison and remained with his Eva.

What the hell! Change your hair color, abandon your partner, marry a stranger, swap a child – all for instant political advantage? It's an example of *'situation ethics,'* – the basing of ones actions on narrow pragmatic considerations rather than on moral imperatives. And it's not only the Nazis who were guilty of it. There are examples of it throughout American politics as well – left and right – and there are also examples of it right here at College of Marin.

I'm thinking of the breakdown in moral constancy on our own board of trustees – trustees who have touted themselves as great liberals; supportive of free speech and in favor of equity and social justice etc etc. But when they have the opportunity to demonstrate support for these noble principles, the firmness of their convictions seem to wither in the heat of short sighted financial expediency.

Specifically, I'm referring to our trustees' refusal to sign a *Project Labor Agreement (PLA)* which would ensure that the labor force that is hired to work on our bond project is protected from exploitation and unfair labor practices.

PLAs are agreements between construction project managers and their workers, guaranteeing that the work force that is hired enjoy basic protections; prevailing wages; decent working conditions; equitable hiring practices; safety protections and grievance procedures. And it ensures that hiring priority be given to local rather than to out-of-state workers. Our trustees claim to be friends of affirmative action and supportive of those who live and work in our community, but by refusing to agree to a *Project Labor Agreement*, their actions seem to belie their high sounding rhetoric. In order to save a few wage dollars, they're willing to turn a blind eye to employee exploitation.

But perhaps just as disappointing as their refusal to agree to a *PLA*, is our board's attempt to eliminate transparency and stifle dissent on the board by establishing a gag order that prohibits dissenting trustees from publicly expressing their opinions if they disagree with the board majority. And this proposed new policy goes even further, requiring the dissenting trustees to express *support* for the board's position even if they have cast dissenting votes. This policy

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## More Dots

(Continued from Page 3)

has no place in an educational institution that should be honoring the principles of free and open communication and the toleration of divergent views. With \$250 million dollars of taxpayer's money at stake, Marin County citizens ought to have the right to know what our trustees are thinking and doing.

If our board continues to base its policies on narrow fiscal expediency and the political control of its non-compliant trustees, next thing we know they'll be dying their hair blond.

## Editor Update

FOR THOSE OF YOU WHO DID NOT read last month's newsletter, I promised fair trade chocolate to the entire faculty if 50 of you wrote to tell me you read the newsletter. I received 20 responses. This was heartening, so I'm extending my challenge until the end of the year. Chocoholics make some noise!

I would also like to apologize to those of you who misunderstood my joke about IVC. It was on your behalf, and *not* at your expense. Feel free to write to me directly next time at [comcarla@yahoo.com](mailto:comcarla@yahoo.com).

## More California Voters

(Continued from Page 1)

governance are honored. We can make sure that the building needs imparted to the architects during our meetings with them make it into the final plans. We can support our fellow unions by insisting that a plan be in place to upkeep the new buildings once they have been built, which means restoring maintenance personnel. We can stay informed about the EMP and we can make calls or emails to our administrators when we aren't happy about something, rather than complain to one another. Finally, we can take faith in the Governor's defeat and remember that the voters of Marin county are behind us.

## Know Your Rights

By Carla Zilbersmith

AT COLLEGES THROUGHOUT California, instructors are concerned that community colleges have unquestioningly adopted a corporate model which lauds productivity above pedagogy, when in reality, we should be doing the opposite. Many instructors are torn between the desire to affect change in their institutions through committee work and the need for

time for their students and for improving their skills and updating their curriculum.

It's good to take a close look at our policies and ask "is this serving my students or the corporate ideal of productivity?" Many people for example have complained that they have less time to come up with innovative curriculum to aid their students' "learning outcomes" because of the state-mandated busy work of SLOs. What are SLOs, but another way to gauge our so-called "productivity."

Class size is the biggest productivity issue and is discussed in Article 10 of the contract. At the beginning of next semester, when negotiating with your Dean, don't forget that your contract states (Article 10.1.2) that a class shall not be canceled prior to the first day of instruction, unless the District has given 5 days prior written notice. That gives you 5 days to determine why, given our Basic Aid status, your class is being cancelled and how you can prevent it. Article 10.2.1 refers to the procedure for setting maximum class size and goes on to say that "No class shall exceed the maximum without the instructor's approval." If you can't get out of writing SLOs, at least you can look into lowering your class maximums in order to achieve your *real* student learning outcomes! If you're able to get a new maximum through the Curriculum Committee, your contract will uphold it.

To read more about class size, refer to Article 10 in the Collective Bargaining Agreement.

## News From Beyond Marin

The following articles were taken from *Inside AFT*, the weekly online newsletter of the American Federation of Teachers

## Thousands Mobilize for Worker Rights

AFT MEMBERS AND LEADERS joined thousands of trade unionists, civil rights and religious leaders, elected officials and others in cities across the country to commemorate International Human Rights Day, December 10, and to draw public attention to the fact that here in the United States, the basic right to form a union can no longer be taken for granted. From Sacramento to Boston, rallies, town hall meetings and other events put a spotlight on the increasing assaults on worker rights by corporations and anti-union politicians, aided and abetted by the White House. The protesters took particular aim at the policies of the Bush administration, including the attack on employee overtime rights, efforts to strip union representation rights from thousands of federal employees and opposition to labor law reform that would crack down on employer intimidation and harassment of workers trying to organize. In Washington, D.C., more than 200 AFT members and staffers were among the nearly

3,000 unionists and others who gathered December 10 for a rally at AFL-CIO headquarters and then marched to the White House, chanting slogans and carrying signs. AFT executive vice president Antonia Cortese told demonstrators that the Bush administration has set a "malicious anti-worker tone" that has emboldened the governors of Indiana, Missouri and Kentucky to strip bargaining rights from public employees in those states. At the Workers' Freedom Trail Rally and March in Boston, one of the largest events of the week, AFT president Edward J. McElroy told the crowd that even though the right to organize is not a radical idea and has been a "settled matter for generations," most Americans "would be shocked to find out what non-union workers go through trying to organize and that union workers often can't get a contract."

## AFT Disaster Relief Fund Nears \$800,000 Mark

THE AFT DISASTER RELIEF FUND is now closing in on the \$800,000 mark, reports fund chairman and AFT vice president Herb Magidson. The union

launched a campaign to raise more than \$3 million to provide \$500 grants to the thousands of AFT members who have suffered losses as a result of hurricanes Katrina, Rita and Wilma. Although these disasters have faded from the headlines, the need among our members is greater than ever, he noted in a special e-mail message to AFT activists earlier this month. To reach that goal, the union has set targets for each state. Magidson reports that Alaska, Arizona, the Indian Educators Federation, North Carolina, the Overseas Federation of Teachers and Rhode Island all have exceeded their minimum goal and Massachusetts is about to do so. Among other states, Illinois, Indiana, Maine, New Jersey, Ohio and West Virginia have passed the 50 percent mark. New York has raised more than \$323,000, including \$25,000 from the Public Employees Federation (PEF) and a \$110,000 contribution from NYSUT (New York State United Teachers). Among the locals, the Gary (Ind.) Teachers Union has donated more than \$6,200 and Los Alamos Federation of School Employees in New Mexico donated \$5,600. Almost \$5,000 in individual checks has been received from the Philadelphia Federation of Teachers. To make a contribution, go to <http://www.aft.org/katrina>. Note that all online donations from members will be credited to the appropriate state's contribution totals.