

36 Years Strong!



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Union Press



Ponderings of the President

by Ira Lansing

Among fans of the TV series “Seinfeld” it is well known that the character Cosmo Kramer does not work because he is on strike. For over a decade Kramer has been on strike against the H&H Bagel Co. over wages. While not a time period of epic Kramer proportions, February of this year marked the two year anniversary of the commencement of fact finding between the United Professors of Marin and the Marin Community College District. This was and is still the longest fact finding in California community college history, if not also in the history of any labor issue in the State. This is a questionable record to hold, since in that time wages, benefits and working conditions of our members have not improved, while those of the attorneys working for the District most certainly have. However, as you read this, and pending the outcome of a vote by the UPM members, fact finding—and our collective bargaining agreement going back to 2007—may have been resolved.

The District was informed of the bottom line positions of UPM, as directed by the membership last semester. In response to this information, a subsequent offer was made to the Union. This offer still fell short of the members’ requirements. However, after a face-to-face meeting with the new College of Marin superintendent/president, the first such bargaining meeting with any CoM president and a UPM officer in over 4 years, the District presented a follow-up offer. This latest offer, as presented to the membership in a series of meetings in February, meets nearly all requirements. Because of this circumstance, the bargaining team will bring back to the members with a recommendation for approval this new

Tentative Agreement (voting may already be underway).

Make no mistake about it. The proposed new Tentative Agreement includes no groundbreaking progress in labor relations, it presents no significant improvements in wages or benefits, and includes some take-backs in working conditions. What it does accomplish is it puts an end to a ridiculous situation that should never have been, a situation that in my opinion was based on malice, vengeance, and irresponsible power. It gives the faculty a chance to assess what really matters to them as employees. Perhaps most importantly, it provides UPM members an opportunity to plan where to go with the bargaining of the next contract.

The minimal lesson learned from this entire episode is that as faculty, as a Union, we cannot do it alone. While the burden may be carried by a few (e.g., the bargaining team and the chief negotiator), without the support of everyone, very little can be accomplished. The District and the Trustees witnessed nearly 100 faculty marching around the campus, outside of the opening day ceremonies. They also saw a reprehensible offer rightly rejected by over 80% of the voting membership. Did these result in some sort of attitudinal change? Hard to say. However, what the District administration and Trustees did *not* see is even more important.

The Trustees and the administration did not see a room packed with people expressing their outrage over a proposal under consideration by the Board of Trustees.



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They did see for months a room packed with Friends of Kentfield members up in arms over the architectural design of some of the new campus buildings, and they continued to see these people until they were given direct involvement in the building designs. The Trustees and the administration did not see a room packed with people wearing very colorful and descriptive T-shirts expressing their outrage over the District's failure to provide adequate and appropriate benefits. They did see a room packed with people in brightly colored shirts emblazoned with "Save Our CoM Track", at every Board meeting for over three months, until the Trustees agreed to take money out of the Construction Reserve Fund to fix up the Kentfield campus track and field. The UPM members must come to a realization that without a united front, without support from within and outside our own community, the next round of negotiations has no reason to be any different than this past one. This understanding is critical for all, but especially those who plan to remain here for more than the next half dozen or so years.

It may be easy to understand these requirements, but another thing to actually achieve them. To this end UPM received a grant from the California Federation of Teachers and hired an "Organizer". This person will work with the Executive Council to create viable projects that result in our next negotiations being one that we all can be proud of. So if Dan Martin comes up to you with a question or asks for your help, he's the guy. Listen to what he has to say and think about what you can do to make some positive changes.

Cosmo Kramer did not stay on the job too long after returning to work. He went back out on strike after he was told he would have to work on the holiday of Festivus. You, as voting members of the United Professors of Marin, can also decide if you will reject an imposed contract and go out on strike; or will you accept this new Tentative Agreement and use the opportunity to prepare for the future.

The choice is yours, but whatever you decide, stay involved, stay informed and stay in touch.

	<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 December, 2010:</p> <p>\$16,350.00</p>	
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Visit the UPM website for the most recent bargaining updates, newsletters, union announcements and more

www.unitedprofessorsofmarin.org

CONNECTING THE DOTS

News and Opinion
by Arthur Lutz

THE GURDJIEFF METHOD

They tell the story that when the spiritual teacher and mystic George Gurdjieff was leading a workshop in Fontainebleau France in the 1940s, there was one student who was intensely disliked by the other students in the class. And it came to a point that this student's behavior was considered so obnoxious that all his classmates insisted that he leave.

When Gurdjieff discovered that the man was no longer present, he immediately traveled to Paris where the rebuffed student had gone and convinced him to return and accept a weekly stipend to remain part of the group.

When the class found this out, they sent a delegation to the master and asked him to reconsider, explaining that they found this student so disagreeable that it interfered with their ability to concentrate on their "spiritual work." To which Gurdjieff replied: "*All the more reason for him to stay. He is like leaven for the bread.*"

Some people are like that – *leaven for the bread*. We might find them disagreeable, but their presence can force us to reevaluate and alter our long held beliefs and behavior.

Gurdjieff taught that most of us go through life like sleep-walkers or automatons; like puppets on a string, mechanically dancing to the whims of others, mindless habits and cultural conditioning. He invited the rebuffed student back to Fontainebleau to be the leaven – the "***whack on the side of***

the head," to waken his pupils from their somnambulism and their reflex-like behavior.

Many consider Gurdjieff to have been a huckster and charlatan but he did attract a following of some notable "seekers" including the poet Katherine Mansfield and Frank Lloyd Wright. Gurdjieff died in 1949 but his influence has been widely felt throughout the "spiritual" community and many of his teaching methods are in use today at Esalen.

The use of a ***whack on the side of the head*** to force an "awakening" is a common technique employed by many spiritual teachers. It's also a technique that many professors use to rouse their students from intellectual lethargy and mindlessness. So perhaps a *whack on the side of the head* can also waken our administrators from the lethargy and mindlessness that prevent them from recognizing the worth, importance and needs of our faculty.

And that's just what happened.

After more than four years of disappointing bargaining, during which time our wages effectively diminished and our health-care benefits eroded, our faculty decided to administer a *whack on the side of the head* to our District administrators by overwhelmingly rejecting their "last best" contract offer.


Evidently this *head-whack* proved to be effective, because shortly thereafter, the District seemed to wake-up, abandon their goose-step opposition to our health-care needs and returned to the bargaining table with an improved offer.


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And so, just as George Gurdjieff's *head-whacking* method was successful in bestowing "enlightenment" on Katherine Mansfield and Frank Lloyd Wright, it also seemed to bestow enlightenment on our District administrators; awakening them to our demand for a fairer, more equitable and more humane contract.

Some of us believe that the District could use a few more "*whacks*" before we accept their latest contract offer, because their

proposal provides little in the way of wage enhancements and there are still concerns regarding workload issues and reimbursement for out-of-pocket medical costs. That will be up to our faculty to decide. But if nothing else, the Gurdjieff method convincingly demonstrates that if a faculty refuses to act like sleep-walkers or puppets, it can be the "leaven" to force an administration to waken and agree to provide a more humane and civilized workplace.

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>	<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>
		

 <p>Letters to the Editor</p> <p>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.</p> <p>Please direct your letters to john.sutherland@marin.edu</p>	<p><u>UPM Open Positions</u></p> <p>Part-Time Representative North Bay Labor Rep Bay 10 Rep CCC Rep</p>
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Grievance Update: UPM Wins-- Again!

Over the past few years, the District has quite intentionally violated the MCCD/UPM Contract on multiple counts. The Union office grievance board is full, and we have more arbitration hearings scheduled. A quick review: The District has been found in violation more than once by arbitrators for its deliberate violations of the Contract: The Retirement Savings Arbitration (Won!) resulted in substantial pay increases for all faculty members, not to mention fines for the District; the Teaching Load Arbitration (Won!) resulted in affirmation of contract language that ensures faculty full instructional loads; the Summer Session Arbitration (Won!) upheld contractual language and fined the District for unjustly taking away summer work from a faculty member; the Conference Leave Arbitration (Won!) confirmed reimbursement for approved leaves and reprimanded the District for retaliatory actions.

One recently concluded arbitration is especially significant: Overload. On February 14, 2011, Arbitrator William Riker issued his finding in the case between UPM and the District. At odds was full-time faculty members' right to overload. The District, steered by HR Director Linda Beam, has in recent semesters repeatedly denied full-timers overload, citing that their assignments are merely "requests." The Contract, however, unambiguously defines overload:

8.15.3 Teaching Overload Limit

(b) The maximum teaching overload (as defined in Article 8.15.1) for instructional staff shall be one (1) class per semester or twenty percent (20%) of the full-time load, whichever is greater. The maximum teaching overload for a unit member other

than an instructor shall be twenty percent (20%) of the full-time workload of that unit member.

And Arbitrator Riker agrees, summing up his findings with phrasing such as, "...it appears clear to this arbitrator that a permanent full-time faculty member's right to overload assignment has been recognized by the district"; "Clearly, the Collective Bargaining Agreement identifies a permanent full-time faculty their right to overload assignments"; "The criterion has been well formed over the years, particularly in recognizing priority assignments for permanently full-time faculty"; "In this matter the Union has persuaded the arbitrator that the District stepped over the line when they took the action they did, which was to deny a qualified full-time faculty member his right to be assigned the overload assignment"; "The Marin Community College District violated, misinterpreted and/or misapplied Article 8 of the CBA when it denied... overload."

The District must now make whole the full-time instructor "for all losses resulting from the District's refusal of his overload assignment beginning in the Spring of 2010 plus interest at the applicable rate." Other full-time faculty member have also been denied overload, and we're pursuing like rewards.

The District's continued violations of the CBA have been plainly wrong, as arbitrators have consistently upheld UPM's grievances. But more than being in the wrong for contractual violations, the District, under the guidance of former president Fran White, HR Director Linda Beam, and Attorney Larry Frierson, has committed an even greater offense against the students and staff of our college, as well as to the taxpaying public of Marin County.

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Mr. Frierson's legal fees have exceeded a million dollars; Ms. Beam's salary (\$116,000 in 2007) is dwarfed by insane legal costs and losses resulting from her haphazard decisions that have robbed taxpayers and destroyed college morale; and Fran White has jumped ship with her hard drive.

When will this wasteful spending and these needless arbitrations designed to break our Union stop?

John Sutherland
UPM Grievance Officer

A Message from UPM/PAC

The UPM-Political Action Committee provides financial support to candidates and measures that support or benefit education in Marin County and CoM in particular. Any donation will help, but we will accept any amount or a single, one time donation. Ten dollars per month is the cost of a few cups of coffee and a sandwich. Please consider making an investment toward your future salary and working conditions.

Laurie Ordin, Co-chair UPM-PAC

2011 CFT Convention March 18-20 in Manhattan Beach

"Standing Up, Standing Together, Speaking Out"

The sixty ninth annual California Federation of Teachers Convention, the highest decision-making body of the statewide organization, will be held this year March 18-20 at the Marriott Manhattan Beach. In a time of great challenges for public education, the convention provides members with the opportunity to work together to make changes for the better—for ourselves, for our students, and for California.

For more information contact your AFT local. Media inquiries, contact Fred Glass, 510-579-3343.

If you are interested in becoming a delegate to this convention, please contact the UPM Office.

UPM CAMPUS BUILDING REPRESENTATIVES

<u>Building:</u>	<u>Contact:</u>	<u>Campus Extension or Email:</u>
Austin Science Center	Ira Lansing	7531
Business Center	Mike Ransom	7579
Fine/Visual Arts	Tara Flandreau	7576
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
	Deborah Graham	Deborah.graham@marin.edu
	Michele Martinisi	michele.martinisi@marin.edu
Physical Education	Ira Lansing	7531
Student Services	Theo Fung	7389

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: _____