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July/August 2009

# The APA

# NEWSLETTER

*The Official Newsletter for the Administrative-Professional Association of MSU*  
MSU Administrative-Professional Association MEA/NEA/1480 Kendale Blvd, Suite 300/East Lansing MI 48823/(517) 353-4898

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## REPORT FROM THE SPRING MEA Representative Assembly May 1 and May 2, 2009

by Maury Koffman  
President/Chairperson, MSU/APA

On May 1 and May 2, the Michigan Education Association held its annual spring Representative Assembly ("RA"). It is at this annual democratic assembly where the business directives of the MEA are decided. This year, two of the main issues of debate on the assembly floor revolved around member dues assessment rates and whether there should be an added assessment to increase the Crisis Assistance Program ("CAP") fund.

Dues debate included a proposal to lower the across the board percent assessment amount but increase the possible maximum. Units such as ours (the APA) would be significantly impacted by such a dues assessment structure and so delegates elected to represent the interest of the APA went to the assembly floor microphone to raise concern. Working in coordination with other MEA bargaining units and articulating the financial impact that would be realized in units with higher mean salaries, the proposal was defeated. Ultimately, the assembly voted to hold the dues assessment as is.

The Crisis Assistance Program fund was instituted many years ago with the intention of ear tagging a separate cash account at the MEA level to assist local unit members in the case of a job action. In the past, the fund boasted nearly \$10 million but the failing economy over the last couple years and the job action at Wayne Westland in 2008, decreased the account by nearly half. The proposal debated on the assembly floor called for an annual flat rate assessment of \$10 per member. For a unit the size of the APA, this would mean an annual increase in assessment to the MEA of \$20,000. As with the dues debate, members of the APA worked with other leaders around the state to defeat the proposal. In the end, all CAP fund proposals were defeated, maintaining the status quo.

This year's RA did not result in any significant or drastic changes for the APA, either at the local or state level. However, it remains critical that APA delegates to the RA continue their tradition of representing the interest of the APA membership to ensure that our parent organization's operation is congruent with the needs and desires of our local APA union members.

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## (Informal) Lunchtime Meeting Come By and Chat for Awhile...



Stop by and have a sit down with your association chair, Maury Koffman, and other board members from noon-1p.m., on Thursday, July 9, at the International Center Food Court.

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## NEW Member Orientation

**Stop By and Learn About Your Union!**

by Vikki Tormala  
Membership Chairperson, MSU/APA



Are you a new employee with Michigan State University?  
Have you recently made a transfer to the APA

bargaining unit from another on campus? Or are you nearing the end of your probationary or trial period and want to learn about the union in which you belong?

Well, good news! If you haven't already heard, the APA offers a new member orientation meeting to answer many of the questions you may have about your organization. The next orientation meeting is scheduled for Wednesday, July 15, from noon-1p.m., in the Spartan room at the International Center. A dining voucher will be provided, so you won't have to go without the mid-day meal!

Please RSVP to Christina Canfield at [Christina.Canfield@mea.org](mailto:Christina.Canfield@mea.org) if you plan to attend. We want to make sure we have plenty of meal vouchers for attendees!

Hope to see you there!

## Privatization...

Why it's a "public" matter!

from MEA "Privatization" Task Force



The term "privatization" typically refers to shifting the delivery of services performed by public employees to private businesses. This usually occurs in the form of contracting out (also called "outsourcing"), whereby public organizations enter into contracts with private companies for the delivery of services.

Unfortunately, some school districts have been contracting out various education support services for decades. Many of the tasks they perform are often erroneously viewed as "peripheral" services that are detached from the rest of the system of education and thus easily separated from "core" educational functions. There has been no shortage of private companies actively seeking to perform education support functions, particularly in transportation, maintenance, custodial, and food services. In colleges and universities, the practice of contracting out is even more widespread.

Public education has seen a growth in private sector involvement on several other fronts. One is the

emergence of an "education industry" composed of private companies that take over administrative and teaching functions for entire schools or even school districts.

Another is the steady growth of corporate commercial activities within public schools, colleges and universities including sales, advertising, and market research activities. The third is the voucher movement, which threatens to drain resources from public schools to subsidize private schools.

These forces, combined with support services contracting, amount to an attempted private sector takeover of the entire system of public education. If these forces were allowed to continue unabated, one could imagine a system of public education where nearly all administrative, teaching, support, and even cultural functions would be controlled by private companies, reducing the role of elected school boards to glorified contract administrators. Clearly, this prospect gives new and deeper meaning to the term "privatization."

Private companies that obtain these contracts from public institutions are usually headquartered in Right-to-Work/Non-Bargaining states such as South Carolina. So, not only are the companies displacing unionized workers but they are also contributing less to the state's overall economy by not being a business based in Michigan.

Contrary to conventional wisdom, privatizing public school support services does not necessarily yield cost savings. Paying less for custodial, transportation and food services most often results in a reduction in the quality or quantity of those services. In some cases, privatization actually results in *higher* expenditures for those services.

Earlier this decade, the rhetoric regarding the "benefits" of privatizing public school services in Michigan was subdued. Most school boards, after weighing the costs and benefits of privatization, chose to keep support services in-house. However, more recent freezes in school funding sparked renewed interest in privatization.

The appeal of privatization is based on the flawed economic assumption that private companies can provide the same services as public school employers at lower costs. Theoretically, a good contract with a private firm could provide the same services with the same quality, responsiveness and accountability as an in-house operation. The problem is that, to achieve this, a private contractor is very likely to charge more than it costs to provide the service in-house. Private contractors need to earn profits, finance corporate overhead and pay taxes. These factors drive the cost of the contract up and/or the quality and quantity of the service down. Time after time, districts that try to save money by hiring private contractors end up with inferior service, higher costs or both.

One positive result of the interest in privatization is the discovery that, given input on operating decisions, public unionized employees are often able to reduce costs and improve service quality at the same time.

## Know Your Contract!

### Article 8: Probationary/Trial Period

#### What's the difference between the two?



Whether you are a new employee or one who is considering a change of employment within the bargaining unit, you will want to make certain that you are aware of the Probationary/Trial Period language in the APA contract (dated: Oct. 1, 2007-Sept. 30, 2011).

Article 8 of the contract reads:

#### I. Probationary Period

-52 Employees shall serve twelve a (12) month probationary period beginning at the time of hire as a new employee with the University or entry into the Bargaining Unit from other University employment. The Unit Employer-Supervisor shall have the right to certify successful conclusion of the probationary period before the end of the twelve (12) months. The APA chairperson shall be notified upon early certification.

-53 An interim written evaluation shall be prepared by the probationary employee's supervisor, summarizing overall job performance, which shall be reviewed with the employee. For purposes of this paragraph, interim shall be defined as approximately one-half (1/2) of the probationary period. If a probationary employee's performance is unsatisfactory, such fact shall be communicated to the employee as soon as is practicable in order to give the employee the opportunity, if possible to improve her/his performance.

-54 The Association shall represent probationary employees for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; however, no matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance or arbitration procedures.

#### II. Trial Period

--55 An employee who changes position within the Bargaining Unit shall serve up to a six (6) month trial period. The trial period may be extended by the Employer for up to an additional six (6) months upon providing the employee written notice, which shall specify the reason for the extension, no less that five (5) calendar days before the completion of the original six (6) month trial period. The determination to extend the trial period shall not be grievable. The APA chairperson shall be notified upon early certification or extension.

-56 In the event the trial period is unsatisfactory or the employee does not wish to continue in the position, he/she shall be placed in his/her former position if it is still available. An employee's former position shall be considered available if no candidate has been selected and the department still intends to fill the former position.

In the event the employee's former position is not available, every effort will be made to return the employee to a former grade level and comparable classification, or, if no position is available, the employee will be placed on layoff with full recall rights.

#### III. Termination of Probationary/Trial Period

-57 Following the giving of notice that a probationary or trial period is to be terminated early, any additional time served before actual severance may not be counted toward completion of the probationary or trial period.

## Campus Happenings

### What's Going-on In Your "Neck of the Woods"?

by Cynthia Schneider

Vice President/Chairperson, MSU/APA  
Communications Chairperson, MSU/APA



Send your information to Cynthia Schneider, Communications Chairperson/Editor, APA Newsletter, [cynthia@wkar.org](mailto:cynthia@wkar.org). Include basic information as well as contact name and number for follow-up support.

[Note that the APA does have an editorial policy. Please consult the website for it prior to your submission. All submissions will be held to APA editorial standards.]

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*\*Executive Board meetings are normally held on the second Tuesday of each month commencing at 2:00 p.m. in the APA office located at 1480 Kendale, Suite 300, East Lansing. Visiting members should call in advance to verify the time and place.*

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