

Association News

Bargaining Update

The bargaining session scheduled on January 10th was cancelled due to illness.

Your Faculty Association negotiating team met with District representatives on Tuesday January 31, 2012 from 2-4 PM. Present for the Association were Steve Acree, Gary Bergstrom, Kim Dozier, Maria Jasso, Doug Redman, and Marianne Reynolds (CTA representative). Present for the District were Robert Blizinski, Anita Corral, Wade Ellis, Randy Erickson (the District's attorney), Susan Kitagawa, and Leslie Young.

Status of Association Proposals:

On Dec 13 2011, the Association brought four proposals (Early Retirement, Article 24 compliance with Ed. Code, Tuition free classes to dependents of unit members, and Load Banking—allowing all full time faculty to bank up to 15 units). There has been no formal response from the District on these proposals to date.

District Proposals:

Article 3 (Definitions): The District brought changes to section 3.15 around the definition of “. . . any person living in the immediate household . . .” in this article. The Association coun-

tered with what seemed like a more precise definition. The District took the Association's changes under consideration.

Article 6 (Rights of the Association): The District brought amendments to section 6.1 and 6.3, clarifying that the District may not limit release time for unit members to engage in bargaining activities but asserting that the District may charge back to the Association a large proportion of that release time. Since that second clause

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What the Heck Does that Mean?

In our case, a Memorandum of Understanding (MOU for short) is a narrowly limited agreement between the Association's Executive Board and the District. An MOU is used in cases where it is deemed to be in the best interests of both parties to agree quickly, in less time than the normal negoti-

ating process would take. For instance, in a situation of a looming deadline, the Association Executive Board and the District might come to an agreement in order to meet the deadline. The important point is that MOU's are strictly limited. They always deal with one specific issue, for a compelling reason, and they always

have a “sunset” date, meaning that they must be negotiated into the official contract by the set date or they expire. Although the term *concordat* is used occasionally, Memorandum of Understanding is the most common name for this kind of agreement.

Your Executive Board

Gary Bergstrom,
President

Geoff Hagopian,
Vice President/
Secretary

Kelly Hall,
Treasurer

David Acquistapace,
Member-at-Large

Anthony Tesch,
Member-at-Large

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Your Union Dues and Taxes

Did you know you can deduct union dues as part of other miscellaneous deductions on your taxes? Here are some items that count as other miscellaneous deductions:

- Union dues;
- Professional and business association dues;
- Employment-related educational expenses;
- Costs of looking for a new job;
- Job agency fees;
- Professional books and magazines;
- Unreimbursed employee travel, meal, and entertainment expenses usually claimed on Form

- 2106 or Form 2106EZ;
- Work clothes and uniforms;
- Employee home office expenses;
- Investment expenses, such as IRA custodial fees and fees paid to investment counselors;
- Fees for renting a safe deposit box to store investment-related material; and
- Tax advice and tax preparation fees.
- Safety deposit box rental

IMPORTANT: After you add all of the miscellaneous items up, the total has to be more than 2% of your adjusted

gross income. You don't get to deduct all of it, just the amount in excess of 2% of adjusted gross income. Here is an example:

Tim has the following miscellaneous deductions:

Union dues \$60 per month, annual amount: \$720
 Yearly rent on Safety Deposit Box 35 Membership in Professional Association 200 Tax Preparation Fees 375
 Total \$1,330
 Tim's adjusted gross income is \$50,000
 2% of adjusted gross income is \$1,000
 Tim gets to deduct the amount OVER \$1,000; in this case his education is \$330

IMPORTANT:
 After you add all of the miscellaneous items up, the total has to be more than 2% of your adjusted gross income. You don't get to deduct all of it, just the amount in excess of 2% of adjusted gross income.

Bargaining Update, continued

could potentially place a serious strain on Association funds, the Association is countering on this one.

Article 7 (Employee Rights): The District brought changes to sections 7.4 and 7.6 defining when and how derogatory information in a member's personnel file may be sealed. The Association is countering on this one.

Article 11 (Leaves): The District brought changes to sections 11.4, 11.5, and 11.9 dealing with verifica-

tion of certain personal necessity leaves. The Association took these changes under consideration. The Association will study and counter them.

Article 15 (Course Size): The District brought changes to section 15 on how course maximums are set and maintained. The Association will counter on this one.

Article 21 (Rights of Faculty who have had complaints filed against

them): The District brought changes to section 21.2 and 21.3, primarily clarifying that complaints must be presented in writing if they are to be considered. The Association is studying this one. **Appendix E (Sabbatical Leave Procedures):** The Association brought minor changes to the language here. The Association will counter or agree at our next meeting.

The next bargaining session is February 28, 2012.

Meet Your Association

Maria Jasso, Negotiating Team Member

While employed as a Respiratory Therapist, Maria took a Myers Briggs Type Indicator (MBTI) assessment, which led to a career change. After completing her Bachelor's in Social Sciences and Master's in Counseling at CSUSB she started at COD in 1996. After 10 years as Counselor and Director of the Upward Bound Program, Maria joined the general counseling unit. All of her previous experiences come into play when counseling a student. She counsels students to look at careers based on what they have a passion or values for and not focus on the salary. She is known to tell students, "They can't pay you enough to stay at a job you hate." Away from COD Maria enjoys bird watching, gardening, reading and she recently took up kayaking. Something you may not know about Maria is that she

Gary Bergstrom, Association President

Gary grew up in Arcadia, attending Pasadena City College before transferring to CSU Los Angeles where he majored in music. In addition to his educational background, which ranges from teaching ROP (Regional Occupational Programs) to high school students to teaching adult ESL for eight years to obtaining three master's degrees, Gary has been a professional musician for over 30 years, including recording in L.A. and working with numerous acts and celebrities at the local casinos and The McCallum. Something you might not know about Gary: he worked for two years as a mechanic for an ambulance company owned by a retired movie star who was in *Gone With the Wind*. (Yea, it's true.)

Your Bargaining Team

Steve Acree

Maria Jasso

Douglas Redman

Remember, your Association Is on the Web!

<http://codfa.net/>



College of the Desert
Faculty Association



*Dedicated educators of
College of the Desert*