

Resolved:

It is resolved that We, the Fee Challengers listed below and all who may endorse this resolve in the future, in the matter of MSEA/SEIU Local 1989 v. Thirty-five Fee Challengers, AAA Case Number 11 673 01656 07, express NO CONFIDENCE in the ability and intent of this arbitration process, in AAA in their role as Arbitrator agent for MSEA and in Mr. John Cochran as Arbitrator in this case, to deliver an accurate and impartial determination on the Fee Challenger's charge that the MSEA/SEIU Local 1989 has made errors in the validation of expenses billed to chargeable and mixed accounts and in the use of certain expenses and methodology in the calculation of the agency fee charged to non-members in 2007-08. Hence, the below-named Fee Challengers and other representatives have decided to forsake the current arbitration contesting the validity of both the MSEA fee calculations and the arbitration method employed. As additional supporters for this resolve come forward, the AAA office will be updated.

Rationale - Inclusive of but not limited to the following:

STATE ELEMENTS

1. In light of the long-standing campaign support relationship between the Baldacci Administration and MSEA-SEIU Local 1989, the related elements between this review process and the Collective Bargaining Agreement were written with a strong prejudice in the union's favor.
2. As written in a report from the Maine Labor Relations Board (dated March 3, 2008), that was submitted to Maine's Joint Standing Committee of Labor, "...the Board concluded that performing agency fee adjudication would have a very significant impact on the operations of the Board, as substantial professional staff time would be consumed by the process. This would affect the Board's ability to achieve its core mission at a time when the Board anticipates a significant increase in workload due to the K-12 reorganization enacted in 2007. Given that agency fee objectors always have the option of pursuing an action in federal court under 42 U.S.C. 1983, the board concludes that the current system of using an impartial decision maker should remain intact."
3. The Collective Bargaining Agreement establishes the use of AAA as the only allowable agent to provide review of the agency fee calculation.
4. The State's policy decision to deny Administrative Leave to Fee Challengers while attending/participating in the arbitration process.

MSEA-AAA ELEMENTS

1. The mailing of the Hudson Notice as an insert in the MSEA Maine Stater. Many addresses were incorrect and copies did not reach all members and non-members.
2. The AAA's assignment of a part time case manager to this case, its impact on the timing of communications between the arbitrator and the parties and, the frequent occurrence of some Fee Challengers not receiving information germane to the case from the case manager.
3. The decision to lump all fee objector challenges into one arbitration without regard for bargaining unit or the nature of the specific grievance.
4. Existence of a very uneven hearing environment due to an overall lack of recognition in the process for the limited financial resources of the fee challengers relative to the cost of conducting an effective arbitration process and case argument. The process virtually

guarantees the lack of professional legal representation and advice for the Fee Challenger's case.

5. Fee payers must ultimately pay for the arbitration process due to its inclusion as a fully chargeable expense in the fee calculation process. Fee Challengers charge that this is a disincentive and undue restriction for filing a grievance against the Union because any expenses incurred by the MSEA with regard to the arbitration of the case will accrue and become an increase in fee level charged regardless of final ruling in the case.

THE ARBITRATOR ELEMENTS

1. The Arbitrator has insisted on fast-tracking the arbitration without adequate consideration of the time implications, impacts and restrictive environment and conditions created for the Fee Challengers by the timing and nature of various motions by the MSEA to dismiss certain fee challengers, restrict timing of MSEA records examination by Fee Challengers and to unduly restrict the process used to schedule and conduct examination of MSEA records by Fee Challengers.
2. The Arbitrator's restriction of access by the FEE Challengers to certain MSEA information and records germane to their argument of inaccuracies in the fee determination process.
3. The Arbitrator's inconsistent and situational interpretation of AAA Rules which frequently contradict similar interpretations made by AAA appointed arbitrators in prior fee challenge arbitrations involving MSEA/SEIU Local 1989.
4. The Arbitrator's selective use and interpretation of some rulings from prior fee challenge arbitrations involving MSEA/SEIU Local 1989 to restrict the fee objector scope of argument in this arbitration.
5. The Arbitrator's dismissal for lack of standing of those fee objectors who are members of MSEA/SEIU Local 1989 while allowing MSEA staff members having no direct involvement in the question being heard. This issue is ongoing pending final action on the Union's motion during the first day hearing to dismiss another fee challenger.
6. The failure of the Arbitrator to restrict future witnesses from attending the hearing during times when others were providing testimony on topics that the future witness would also be providing testimony about. This was not remedied until late in the second day of hearings when specifically requested by the Fee Challengers.
7. The Arbitrator's decision to allow latitude in the schedule for testimony by Mr. Belcher due to his busy schedule while denying the same latitude to Fee Challengers or their representatives regarding similar schedule conflicts. This resulted in one representative being unable to attend the first day of scheduled hearing and also, a created a disruption to the flow of questioning and responses from Mr. Belcher as a witness.

ENDORSED THIS DAY BY THE FOLLOWING FEE CHALLENGERS AND OTHER FEE CHALLENGER REPRESENTATIVES (Updated as of 8:00 PM on April 11, 2008):

(signed by 26 Fee Challengers)