

Bargaining Session 5

01/07/14

Introductions

Present BTeam: Jen Burns, John Claborn, Shawn Gilmore, Kay Emmert, Jon Nadler (IFT), Dennis Dullea, Kristin Bouton

Management Present: Rob Craddock (Asst. Director for LER), Leslie Arvan (Director University LER), Deb Huisiuga (University Asst Dean, Social Work), Paul Redman (Asst Dean FAA), Drew Slaucher (Admin aide), Sharon Reynolds (University HR)

Observers: Wren Keturi (AFT), Meghan Bohardt (AFT)

Kay: We have some materials for you. We will go ahead and pass them now. You should get an updated list of definitions, our appointment/reappointment proposal, and our leaves proposal. I just had some questions before we began. Last time you discussed having additional dates, did you bring them?

Leslie: We did.

Kay: I wanted to check. We can share them later.

Leslie: Let's go and check now. What I have is the 3 we discussed last time, W 02/04 1:30-4:30, R 02/19 1:30-4:30, R 03/12 1:30-4:30.

Kay: We actually recorded the 5th. Did you mean the 5th?

Leslie: We meant the 5th. Thursday, February 5th. Then, a couple of additional dates, W 04/08 8:30-11:30, T 04/28 8:30-11:30. We had looked for additional dates in March, but didn't want to book over Spring Break, but were looking at T 03/31, but haven't checked that with my management committee yet. We'll try to come up with a 2nd date in March.

Kay: Okay, we will discuss those in caucus. Did you bring anything you wanted to discuss?

Leslie: Yes, should we go through them now?

Kay: Why don't you hand them out now and we'll go over them one at a time.

Leslie: A year ago the Provost office began developing a series of campus awards for excellence in faculty leadership. There are three different types of awards. The first award, excellence in faculty leadership is for both specialized and tenure-track faculty. The others are for only tenure-track faculty. We are eager to get this out in the coming weeks, and would like to inform your members.

Kay: So this is not a proposal?

Leslie: No, this is something we will go forward with and would like for you to participate.

Kay: You mentioned another item.

Leslie: I have two more items. They are proposals—pretty straight forward. [Distributes to the group a "Purpose" article and "Savings Clause."]

Kay: Okay. Since these are your first proposals, why don't you go ahead and go first.

Leslie: Okay, they are pretty typical of the clauses in our other agreements. Would you like me to read them?

Kay: Yes.

Leslie: [Begins reading Purpose article]

Kay: No questions at this time.

Leslie: Okay. [Begins reading Savings Clause]

Kay: Okay, no questions at this time. Unfortunately our proposals at this time are not so brief. You should have Appointment/Reappointment in front of you first. List of definitions has been updated. NOA's and LOA's have been added to definitions, as well as immediate family and appointment/reappointment.

Leslie: Great, thank you.

Kay: Bear with me. Starting with appointment/reappointment. [Begins reading Appointment/Reappointment Article]. I wanted to clarify on the dates—Nov. 15th would be the dates for the Spring semester, assuming a one semester appointment, and April 15th would be for the dates in the following

Jen: In line 43, Fall should read Spring and Spring should read Fall

Kay: When we caucus, we will work out the exact details. The point is that if you are not being reappointment, you will be notified by these dates prior to subsequent re-employment.

Leslie: Great.

Kay: [Continues reading Appointment/Reappointment article]. Do you have any immediate questions?

Leslie: No.

Kay: We will be sure to clarify that previous language. [Begins reading Leaves article]. Any immediate questions?

Leslie: On special leave, to participate in the state benefits, what all do you mean? Are you looking at just health or retirement?

Kay: Okay. Any others?

Leslie: Does any of my team have immediate questions?

[no answer]

Kay: Okay, now time for a caucus?

Leslie: That sounds great.

BTeam proposed caucus at 2:10

Caucus ends at 3:23

Leslie: Sharon had to leave.

Kay: Dates are the easiest thing to get out of the way first.

Leslie: Do you want to say for the group what we talked about?

Kay: We agreed to the dates, 02/19 1:30-4:30, 03/12 1:30-4:30, 04/08 8:30-11:30, and 04/28 8:30-11:30. We discussed having an alternative date in the weeks of 02/19 and 03/12, where we can roll-out the entire proposal. Leslie had mentioned that having multiple bargaining dates back-to-back might be a little too tight. But we are open to bargaining in those dates.

Leslie: We can do something like that for 03/12, but for the February session, but given your intent for the 19th, we will not be in a position to meet in a very close timeframe in that way. We will need time to take that to campus leadership. We are able to add an additional date of 03/11 1:30-4:30 and continue with the agreed upon 03/12 1:30-4:30. We would be open to considering back-to-back dates for a later dates.

Kay: Would we be able to get back-to-back for April bargaining dates?

Leslie: Our team will look at that.

Kay: So just to confirm, we are bargaining 02/19 at 1:30, 03/11 at 1:30, 03/12 at 1:30, 04/08 at 8:30, and 04/28 at 8:30.

Leslie: So the next time we'll meet in 02/19?

Kay: Yes. We did want to respond to some of your questions, but had some questions about the information request you provided us. First thing I'd like to clarify, on our appointment/reappointment proposal on line 43. The understanding is that 11/15 and 04/15 are deadlines for non-reappointment notices are for the next semester or academic year. Line 43 should read, "...for the following Spring semester non-reappointments, and April 15th for the following Fall semester or academic year non-reappointments." Does that make that clearer?

Leslie: [nods]

Kay: You also had a question on the leaves article, concerning state benefits. We are meaning this to mean all state benefits. This is University language and we saw it meaning all benefits for the entirety of the article.

Leslie: For the whole article, whenever there is any reference to state benefits your intent is to refer to all benefits.

Kay: Yes.

Leslie: Okay.

Kay: Did you have additional questions?

Leslie: We do. Okay, starting with the appointment/reappointment proposal, I think we might like some general conversation about Section A on appointments, paragraph 2.... The visiting appointment... what's the issue there?

Kay: I'm glad you brought that up. Visiting positions are meant to be temporary, but what we are seeing is that the University hiring visiting positions and keeping them temporary positions, while renewing visiting appointments. The idea is that these visiting positions are temporary, but then people get stuck in these visiting positions, where we're seeing visiting positions continued too long. If they are there so many years, they aren't really visiting anymore. Faculty members need a clear idea on the duration of their appointment.

Leslie: Any follow-up from the team? [No answer]

Kay: We recognize that departments might need some flexibility, but also recognize that if temporary positions continue for years, then that's no longer visiting.

Leslie: What about as enrollment goes up and down and we do not make enrollment goals?

Kay: Again, if enrollment continually needs visiting appointment for 3 years, then that would suggest that it's not really visiting anymore.

Leslie: But what if enrollment decreases? We are seeing many departments declining.

Kay: It is expected that if departmental enrollment decreases, there are protocols for lay-offs. But appointments that continue for years are no longer visiting.

Leslie: Okay, I get what you are saying. Another question in the in the proposal, what do you mean by multi-year appointments?

Kay: There are some BU members who have multiple year appointments. What are you getting at this?

Leslie: Well, there are multiple appointment models where someone is appointed for a semester, or 9 months...

Paul: There are multiple definitions of a year in the leaves article. What are the intents of year reference to year?

Leslie: Like when it says, "shall earn 12 sick days for each appointment year." Is your intent that if you are appointed for 9 months, would you get 12 sick days? It seems implied some times that there are different definitions of a year. We need to clarify that we all know what we are talking about.

Key: Well, what we can do is take a look through those examples and if there is a different definition of year being used, then we can add those to the definitions.

Leslie: Back to reappointment/appointment, under lay-off and recall, you refer to benefits that someone receives, for how long after lay-off and recall?

Key: Until they receive their next job.

Leslie: Even non-University jobs?

Key: Yes. The way we see it, these people would be laid-off for reasons not of their fault, but because the University cannot afford to employ them any longer. The resources they would have access to are all those bargained in this Agreement until they are reappointed or find another job.

Leslie: One other question, on the leaves we noticed that in every one the last item is the faculty member is not personally responsible for finding a replacement.

Key: It is not in every article. We chose to include it in articles where someone did not have forewarning about. The idea is that if someone is dealing with bereavement leave or military leave, it should not be held against them if they cannot find a replacement in time. We felt it was fair to apply only to circumstances in which someone did not have the time.

Paul: I can see why, but is there a problem with that now?

Key: It really depends on who is in the department head or chair positions. Whether or not they have a clear policy on whether or not someone is responsibility for their replacement. We are trying to make it clear so that there are no complications on either side.

Leslie: As a follow-up, are there specific examples?

Key: There have been examples where someone has been told they could not go on leave without a replacement.

Leslie: Could you tell us where?

Key: We feel that some of our members might not feel comfortable going directly to University HR. We do not discourage them from going to University HR, but would not report on what our members come to us with without their explicit permission.

Leslie: Okay. One last question on parental leave... when you talk about 6 weeks of additional accommodation, would you intend them to be separate from FMLA?

Key: Yes. Section A outlines that all the leave provisions are separate from FMLA.

Leslie: So your intent that a member has the right to 6 additional parental leave rights and then FMLA?

Key: Yes.

Leslie: Okay, additional questions?

Key: Yes, the non-proposal on awards document. You said that the Provost's office is going forward with this, but if we wanted NTT faculty to participate, that we would have to agree. Is this part of the economic package?

Leslie: We discussed, and no, this is not part of the economic package. It is such a small financial impact, separate from economics.

Kay: We see this as the same way. This has been pre-existing to certification. We see this as a continuation of the status quo.

Leslie: Great. The Provosts office does want to recognize the special contributions made by specialized faculty.

Kay: And we thank you for bringing it to our attention. We wanted to also talk about the proposals you brought in. We feel we cannot discuss any of the proposals until we understand what, ““The University proposal is offered subject to pending litigation regarding bargaining unit configuration,” means. We also want to ask about the 2nd line, “The University reserves the right to add to, delete, or modify any proposal.” We read the law to mean that you can only progressively add the contracts, we see this as a pre-condition to bargaining and not bargaining in good faith. We have team members with years of experience bargaining, and we have never seen this language. This is entirely unprecedented. We do not feel comfortable discussing your proposals until we know what you mean by this. We will save our further questions about your proposals until you are able to answer that.

Leslie: We will need to caucus to discuss.

Kay: We also had questions about the information request. We need some clarification on the data so that we can cost out our data. Several people have been made with several appointments, and it is not clear how much they are actually making? I’m not sure if the annual salary listed is the actual amount that faculty member makes at that FTE or what they would be making pro-rated to the FTE listed? Why are some of the hire dates listed in the future? Basically what we need is what people are actually making. If you wanted to caucus about that, or we could set-up a meeting with someone from your team and ours, we could review the data. We need clarity, whatever way you want to find a solution. And some of the data is missing, especially from the 2012 data. We know of specifically some people who were employed at the time and are not on the list.

Leslie: Okay.

Kay: I assume you want a caucus now?

Leslie: We would.

Kay: You will be discussing the disclaimer on the proposals, additional dates in April, and the information request...

Leslie: I don’t know what we’ll get done for the info request.

Kay: Having a plan going forward would be okay.

Leslie: Okay.

Admin caucus at 4:00

Admin caucus ends at 4:22

Leslie: To discuss the footnotes on the proposals. All we are trying to say in that first sentence, in light of the fact that we are in an ongoing legal challenge, and we are negotiating with you and Uni High, that creates the potential that we are TA’ing agreements with two potential bargaining units. The BU might change, depending on the court’s decision, and we want the right to review the TA’s.

Kay: Okay, so if the court comes back and says the two units are one, then we will review the TA’s. If the court says that they are not one, but two separate BU’s, then we would not review the TA’s.

Leslie: Well, things are not that black and white. I don’t see a need to review the TA’s right now. I cannot anticipate a need to review them if the court rules that there are indeed two separate BU’s.

Jon: Are you hedging there.

Leslie: I do not anticipate a need... [Pause for hurried dis

Rob: Theoretically, it depends on what the court orders.

Jon: No, we are talking about if the court throws-out your appeals and the BU's remain two separate units. How is that bargaining if they remain two separate units and you review whichever TA's you want?

Leslie: All we are saying that all we are saying that in all negotiations, all agreements are tentative and dependent on reaching agreement on the entire contract.

Jon: That's different what you just said. All TA's need to be ratified by our member dependent on the entire contract. If you are taking the position that we reserve the right to look at each and every TA in the future, then that is a problem.

Leslie: Okay, let's discuss that as a management team and we'll get back to you.

Jon: Okay.

Leslie: In response to our 2nd sentence, all we are saying, that is what bargaining is, "adding to, deleting, or modifying proposals." For instance, you have done this every time with your list of definitions. All we are saying is that this is bargaining. You made a change on your proposal to appointments to clarify.

Kay: What I'm confused about here, if that is bargaining, what is this new statement that has never been used before? This suggests that the University reserves the right to add, delete, etc. By putting this at the end of your proposals, you are suggesting that you are taking new action. This is not what you have done with your 51 other BU's. This statement was not at the bottom of those proposals.

Leslie: I never said that this approach was the same. Just because we have never done it before, this is very common practice.

Kay: No, negotiating is common practice. This is not.

Leslie: How do you know that?

Kay: We have training. We review other proposals and contracts. We have never seen this in any other University or in other unions. This is the same.

Leslie: Well, I did not say that this is what we have done in the past.

Kay: So why now?

Leslie: We consider it good practice.

Jon: You compared it to definitions. 1) I never did anything regressive with definitions and 2) that we stated we would be adding to definitions from the beginning. What this statement says that the University reserves the right to regressively proposal. We have to bargain progressively. We obviously change proposals. You'd have to be a raving idiot to think that we do not have to change proposals. We are committed to bargaining progressively.

Leslie: This is a common technique and we believe we are bargaining in good faith.

Jon: You cannot say that this is common.

Kay: You are saying that months down the road you would be able to modify something.

Leslie: I do not read it that way.

Jon: If we are going to TA something, then you agree we are going to scratch that line on any TA? Because if it is on there after a TA, you are bargaining in bad faith.

Leslie: Let me get back to you on that. We also looked into the April dates and will have to get back to you on the team availability.

Kay: So, you will be presenting us with dates between April 8 and April 28. When?

Leslie: I don't know.

Kay: Can you present us with that information by at least our next available bargaining date?

Leslie: I don't know. We will try.

Kay: And on the info request, did you decide how you want to clarify the info?

Leslie: Let me talk to the person who ran the data report and I will get back to you on that.

Kay: Let me connect you with our point person on that. It is extremely important for us to be able to cost out all of our economic proposals quickly if we want to have them to you by 02/19.

Leslie: Okay. So for the info request, what you want is their total, true compensation?

Kay: Yes, what they are actually making.

Leslie: Okay, and then the 2nd question was about the annual salary, is it equivalent to their FTE?

Kay: Yes, is their salary at the 1.0 FTE or the listed FTE if they are below 100%? We also had question about missing 2012 data.

Jon: If you take the data and do a ranking by last name, you will see that there are multiple people with multiple appointments that do not add to 100%, what is there actual salary?

Leslie: Okay, I think that is it for today.

Kay: Okay, thank you.

Bargaining ends at 4:40.