

Bargaining Session 15

7/29/15

Meeting Notes – Drafted by Meghan Bohardt

Union Bargaining Team:

Kay Emmert (English), Dennis Dullea (English), Sasha Mobley (Cinema and Media Studies), John Rubins (English), Anne Dietz-LaVoie (AFT)

Scribe: Meghan Bohardt (AFT)

Administrative Team:

Leslie Arvan, Robb Craddock, Heather Horn

Leslie: How would you like to begin?

Kay: We have another member on her way... She will be here soon.

Leslie: Drew and his wife had their baby. It's a complete disaster for us!

Kay: So next bargaining date Aug 11, Tuesday 11am?

Leslie: We have some dates for you. Weds., Sept 2nd 10-1, Mon., Sept 21 130-430, Weds., Oct 7 130-430

Kay: Do you have any economic proposals for us today?

Leslie: We do not.

Kay: Do you have a counter on evaluations?

Leslie: We do, we would like to have a caucus today to continue internal discussion, we should have it today.

Kay: And do you have any counter proposals?

Leslie: We do. First we have personnel file to put in things we inadvertently left out. The phrase "X". We put that in. So we corrected paragraph A to be sure we included ... and we went ahead and put in the citation of the statute in A and deleted it from C. I believe we can reach a TA on that. I believe this is reflective of what we talked about last time.

Leslie: And we do have a proposal on non-discrimination. So in our non-disc counter proposal we are keeping our language as we originally gave it to you. We are still uncomfortable with those four categories and they are not in the law. We are not comfortable going beyond what state and fed law covers. We did include the paragraph you included- campus policies regarding

non-discrimination... We want the language to reflect that we have abided by that and we will continue to. That is our counterproposal on non-discrimination.

Kay: Did you have any others?

Leslie: No.

Kay: I just have a few questions. First, with access to personnel files language. I do remember that we had proposed grieving items placed in the personnel files. Things that should not be in there get placed there. So what is the solution to that? Just attaching a statement that an item should be removed is not enough. If something is agreed that it should be taken out, you can't just put a note. The item would still be there. I just want to discuss the situation that if something gets in there that doesn't belong, there should be a process for removing it.

Leslie: Do you have any examples of that having ever occurred?

Kay: I don't think we would benefit from getting into the discussion of its occurrence. (Christina D'Angelo enters) I don't think for the purpose of this discussion... it would derail us. We have had members talking to us about this. For example, item B, we appreciate you put this there. Sometimes a supervisor may put something in there that isn't pertinent. It may be accidental. There needs to be a solution. Simply attaching note that it isn't pertinent, isn't enough, it would still be in there.

Leslie: I would like to look at the statute, I think it addresses it.

Kay: That would be great. We think the solution is through the grievance process. My other question is on non-discrimination. On previous discussion, you had said that it would be ok to include some of those terms X, Y, Z. This is from my original notes. Are you changing that now?

Leslie: Oh no, I'm sorry. What are those? We had pregnancy...status as a protected veteran.

Kay: Ok that clarifies to me. We'll discuss this. That's all we have about your counters.

Leslie: Ok, do you have a counter on grievance?

Kay: We actually drafted several different counters. We wanted to make sure we addressed your concerns, the main concern was where the steps begin and making the time frames consistent. You said you would be flexible on our concerns. We had originally tried to work with your language and found it was cumbersome we went back to our language. We saw that our language was pretty close, and where it wasn't it was just in a different place. You did have a concern about officers. You were concerned about time frames being consistent. We maintained business days. We don't have any that would be more than 30. For the levels, we can describe what we tried to do here to meet you half way. Sometimes supervisors hear the same complaint informally and then the same one informally. We would prefer each position

be addressed once. We've maintained step 0 should remain optional. Yoon's comments address this. We have people who don't have immediate supervisors, if the first step and step 0 are with the same person, his comments seemed strange that there would be a different outcome from a formal vs. informal discussion. Step 1 would be with appropriate supervisor for the issue. If there isn't a supervisor, it should go to a head. Step 3 stays with academic HR. We hope this creates a more realistic situation in which we can handle things in a way that is appropriate for the situation. This is a way to find a solution for both of us. It takes both of our concerns. We had included your language about sharing the cost of the arbiter. I think we are pretty close on this. We'd be happy to see if you're ready to TA this. Basically, it didn't seem like you had any issues other than what is cited. So we don't see why we couldn't TA this. Do you have any questions?

Leslie: Not right now.

Kay: We have proposal on Appointment/Reappointment and Union Rights today.

Leslie: Ok.

Kay: Ready? So first we looked at both sets of language and reviewed the statutes and rules. We have to reject your language on this. As you know we have some member of the Bteam that are in the senate, in general the statutes do not address issues of appointment and reappointment for NTTs. What the statutes tell us is that our position exists and who makes the decisions about hiring. The general rules lay out what the length of certain positions are. The APs have more language. We are the only academic employees that don't have rights to reappointment. This is one of those interest-based subjects that we both will benefit from. This is a growing part of the faculty, and the system isn't keeping up.... We are looking to work with you to create a system that works. You also mentioned campus policies, we weren't sure what you meant. There are problems. First, the department policies don't exist generally, but most depts., including bigger ones, don't have policies for this. The second issue is with the provost communications, it is great they detail the professor track, but they don't address a large constituency of lecturers and instructors. We probably wouldn't have issue with your language if there was structure, we don't see why we should wait for this to be addressed. Now is the time to address this. As always we went back to our language and we have good reasons for this.

I will just go ahead and go through my comments. We wanted to make sure this is good for everyone. I do want to give on disclaimer: in our list of definitions we have NOAs (notice of appointment) and LOAs (letters of appointment) we recognize that is confusing.

All initial appointments are made with Departments in accordance with policies and procedures.

Item 2 addresses visiting positions, this says if it has been in place for 3 years, that position would become a non-visiting position. This does not necessarily mean the person, but is the

position. The position title would no longer be visiting. The position title changes from visiting to non-visiting. We know the chancellor is calling for visiting positions to no longer be visiting, for positions to no longer be temporary.

Item 3: Anyone in non-visiting position for 3 years has an expectation of employment. This speaks to one of our ruling principle- if there is not just cause for dismissing this person, they should expect a position. If they don't meet evaluation criteria, or there isn't enough enrollment, that's fine. That's what this mean. Not that we expect depts. to keep people who aren't qualified.

Leslie: What does it mean "expectation of employment"?

Kay: In English, if there is not

Leslie: So that sounds mandatory. That sounds stronger than an expectation. I'm thinking of Eastern, they have budget cuts and they told 26 of them they wouldn't have a job.

Kay: I think you are thinking of things that are addressed in the layoff and recall position. If those positions no longer exist, there is nothing wrong with that. It's a layoff. If there are other ways people are losing their jobs, we would want to work with you on that. It shouldn't be on a whim.

Leslie: You have language on layoff. We haven't talked about what a layoff means for an annual appointment job. We wouldn't do it in the middle of the year. I don't think we can. I'm trying to think about how a layoff applies to this employee group.

Kay: There is the kind that is in the middle of the contract... what we are trying to address is non-reappointment for no reason. We recognize there are reasons people should not be rehired... what we trying to address people not getting reappointed for no reason at all.

Robb: What about the situation, where you are a better teacher than I am. You were hired to teach a specific course that I couldn't do. And we found out that you had better credentials than I do. But I'm doing a fine job. Would you replace me?

Kay: What you are talking about is course assignment. FTE. It also depends on whether or not your evaluations we were good.

Robb: They were fine, yours were better.

Kay: Its not uncommon for classes to being juggled. That is not part of this discussion...

Robb: Is that possible under your proposal?

Kay: I think it is. We are saying assignment of work is not...

Robb: You have shown you are a superstar, we want you to teach 100%.

Kay: We'll caucus on that.

Item 4 says once this is agreed to, all current positions will be updated to reflect this.

Item 5, LOAs shall be contractually binding. Lately there has been confusion about the different letters we receive. It has been said that those letters aren't binding. That certainly isn't how depts. have been operating. They should be binding.

Leslie: You are talking about the letter from the English dept? That was an error.

Kay: It was said under oath during testimony, that those letters are not binding. Even though we get the letter, we still may not have a job.

Leslie:

Kay: I think we would be willing to listen to that. We have to get the letter before work begins. Whatever process you have to do, has to happen before work begins. There are statutes

Item 6, sets out necessary info about what those notices are. What they will make, what the title is, the effective dates. Notification there is an agreement between union and employer. This way, you and I will get less people in our office confused.

Item 7, if appointment letters are going to maintain what is agreed to in the contract, the union has to be able to check that.

Leslie: By faculty you mean your BU members?

Kay: Yes. And whatever we agreed to for the notifications, the union has to be able to make sure they are complying with what we agreed to.

Next item, all NOAs shall be reviewed by BOT before the start date. The wouldn't have a start date in the past.

Kay: We do know quite a bit of the power of the BOT is delegated to the dept. this is part of the confusion... we need some clarification here.

Leslie: What do you mean approved?

Kay: We mean whatever approval needs to happen before someone starts work. This is something that is in the best interest of the Univ. to make sure these letters happen so there

aren't corrections later on. We feel this is a pretty basic starting point. That a person should have a binding LOA.

Item B reappointment, so the Phrase "has met the requirements of evaluation". If they do there job well, and the position exists, they should be rehired. If there is not position for them to fill.

Leslie: So referring to budgetary and dept cuts.

Kay: Appointment and reappointment notice should be given by these dates. Our first concern is that if there isn't a deadline, it will get let go. People get left behind. We would be happy to look at other dates. At the end we included language to cover depts. with other timelines. For ex, IEI. Their calendar is similar but not the same. They get applications. This says notices should go out by 7 business days following their enrollment deadline.

Item 3 addresses just cause. In our mind, that means poor evaluations, the position is disappearing. Like I said at the beginning, we tried to be practical and helpful to our members. We are in that area. We feel this is an article where we can address problem in the Univ.

Now, there is layoff and recall. If someone is laid off, they shall be eligible for the following benefits.... If someone is let go because the position disappeared and they come back, that shouldn't be held against them. In terms of the interview process, that is something that is typical at a lot of universities. It puts them at the top of the pile. In terms of campus resources, there are some things that continue to happen after our employment ends. Like letters of recommendation. Its better for the student if I can put it on Illinois letterhead. Faculty academic jobs are different than other jobs. There is a limited hiring period. Its hard to find a job if you are laid off, being able to continue to access wifi and the library, being considered part of Illinois community is beneficial to getting another job, continuing research. The Univ should want to associate themselves with people who did a good job and if they can get another job here in the future. Questions?

Leslie: I do. What do you mean by years of seniority?

Kay: In our dept, the classes you get are distributed based on seniority. If there is a gap in employment, the years of service prior should count against you. People lose raises, they lose seniority. That doesn't work well with the reality of someone's experience at the U of I. They should receive credit for that.

Robb: I have a question. Let's say I have 2 years experience here...

Kay: That wouldn't be relevant. It starts at 5 years.

Robb: Oh I see...

Leslie: We have not control over SERS policies. Because our benefits are controlled by outside agencies.

Kay: If you want to proposal another phrase that'd be great. We just want to make sure we are addressing these concerns. That's all I wanted to say about appt/reappt. We wanted to talk about Union Rights. We are assuming you don't have a section on that.

Leslie, Robbs (laughs)

Kay: We felt this was pretty basic for union rights. In item 1, we address your question about notification of officers. Alternates- someone will need to take someone's place.
Item B this is just a list of things that will help us operate as a union as part of university community. Some BU members don't have personal emails, but we need the legal right to send union communications to them.

Leslie: Are you saying University systems? Are you saying people would be able to carry out union business on their email?

Kay: I will consult with my team.

Leslie: What about political stuff?

Kay: We will discuss that so we are not in violation of the ethics training.

Leslie: Are you a registered org?

Anne: We are through CFA.

Kay: For printing. We are suggesting the union would have a code to print and pay for the expense.

Item C is what you already receive. The requests for information about BU members.

Leslie: We have a concern about a monthly basis.

Kay: The reason we wanted that was mostly for research positions that don't comply with the academic calendar. We would be amenable to discussing this.

Item D is about notifying people about the union. GEO has this.

Item E Dept is necessary because there is not an NTT specific orientation. Not everyone attends the all faculty one.

Item F is basic for union rights. The right for public postings.

Leslie: Wouldn't it be better to do it electronically?

Kay: For a lot of reasons, no. There are legal rights to this. This contributes to people being comfortable to exercise their rights in their depts.

G and H Local reps and union staff shall have access to offices and working space. We have the right to knock on the door. This means faculty have the right to chose whether or not we come in. Supervisors should not be able to tell faculty they cannot talk with someone from the union.

Leslie: So what do you think about the general rule that unions can't go in to bother people in the work place.

Kay: We don't keep regular hours. We have the legal right to chose to do union business. This has come up in some depts. where supervisors have told people its not appropriate for people to talk about the union. This is infringing on their legal rights.

We don't see there should be any contention over this content. This is basic, generic. If you want to propose different language about the monthly basis we 'd be happy to do that. I think it's time for caucus. We will look at the dates and your counters. Was their anything else?

Leslie: I don't think so.

Caucus at 3:06pm

Kay gets sidebar with Leslie.

Dennis gets one with Heather.

Caucus over 4:32pm

Kay: We wanted to go over your questions then go over dates. On non-disc we appreciate you putting the language in here, we looked back over our original language and we will provide a counter next time. We first included a description of what disc looks like. If you accepted that, we would included the "continue to abide point" in there. We had a discussion about visa status and parenting items. We are ok with excluding the visa status, but we want to know why you want to exclude being a parent or legal guardian but you are ok with pregnancy.

Leslie: We are comfortable with putting in language that is already covered by statute and law.

Kay: We did have a question, partly technical. In your counters you are striking and rewriting, but you left off item I in personnel files.

Leslie: What is that?

Kay: That is the part about grieving something being in the personnel file. Our question is, is it accidental? Because it is a different approach from prior proposals.

Leslie: We will get back to you on that. We want to review the Review act.

Kay: Those are all the questions we had on that one. We did address some questions about appt/reappt. About Robb's comment, the best place to address that would be in evals. It should be based on evaluations, not on whim. Reasons for non-appt/reappointment should be justified, not just made on whim. This goes to your question about "expectation". If the reality changes, we adjust to the reality. We purposely did not use the word mandatory. We would like to see language about the SERS systems. We recognize you don't have control over some systems, we can address the ones that you can. I think that gets to your questions... Well you had a question about Union rights, about using email and crossover with ethics violations for campaigning. First of all, the part of unions that do this is a different committee. Secondly, its not how we would do it. There is a distinction that if Rauner comes up with budget cuts we would include a link to info about that. If you want to put in language...

Robb: Let's say its an election. You put out an email to your membership and state the IFT endorse candidates are... would that be allowable under your language?

Kay: First of all, we would not break the law. We are drawing a clear line about giving info on policy versus candidates.

Robb: I heard you. But that doesn't answer my question.

Kay: We will talk about this.

Leslie: What about saying things like, the chancellor has to go?

Kay: Are you saying that would be an ethics violation?

Robb: I think she is getting to a good point. Would defamatory statements about University Admin. Be allowed according to your language?

Kay: So we are getting into politeness now...

Robb: Well, you want to use the employers equipment. Is it allowable to say these things?

Leslie: It does say for the purpose of union communication.

Kay: We need to know what you mean by that. You're bringing things up in the abstract.

Leslie: Abstract terms like what?

Dennis: Defamatory.

Kay: If there are issues in the university we need to be able to discuss them. We can't police people. I hope that's not what you mean.

Leslie: Of course not.

Kay: When you say defamatory, it sets up an assumption about what we would be doing with our communications. If you want to pursue discussion about these impolite communications, we need to know what you mean by that.

Leslie: I assume you mean for announcements for elections and things like that.

Kay: We mean this to create an environment to discuss union business in the workplace. People need to feel they can exercise their rights to discuss union business. We can see what we can do to try to address your concerns.

Kay: Only the monthly item.

Leslie: A monthly data request.

Kay: We would be willing to say something like upon request, with a minimum of once of three months.

Leslie: Can we put a maximum?

Kay: If you want to propose a max of some kind, we will take a look at that language. That's it on the comments. We had some dates for you.

Leslie: Ok.

Kay: We can agree to the dates you gave us. We noticed the dates are three weeks apart. That isn't in standing with what we have been doing, and what we want to do, which is every two weeks. We feel strongly there needs to be an additional date between Sept 2 and 21. We recommend Sept 10, Thursday, in the morning. Preferably 9am. Sept 11, Friday, any time, prefer morning. Sept 14 following Monday. Sept If you want to propose other dates and times.

Leslie: If we do that, we will be meeting more often than we have historically. We would maybe shift out the Sept 21st date.

Kay: We are adamant about meeting every two weeks, twice a month. The dates we proposed are in the middle of those two dates. We can take a look at moving dates.

Leslie: We will discuss these and get back to next time.

Heather: I just want to make sure about these dates. Are you accepting the dates we gave?

Kay: Yes, and we are ok with shifting. We are offering these dates and would like you to choose at least one.

Next time you will have language on evals for us, as well as We may be able to TA personnel files next time. We also wanted to use the time to work on outstanding proposals to TA them.

Leslie: Which ones do you mean?

Kay: We want to catch up on all things we have already talked about.

Leslie: We are fine about not bring up new topics.

Kay: How about we prioritize non-discrimination and grievance? And if we can, talk about more.

Leslie: So I would put in personnel files, I do think we are close.

Robb: On non-disc, aren't you the ones who want to add a line? Just wanted to make sure because it is a priority for us to keep it as phrased.

Kay: You will have an answer back on dates. And you are brining and eval proposal. I believe that is everything.

Session ended at 4:55.