

Bargaining Session 16

8/11/15

Meeting Notes – Drafted by Meghan Bohardt

Union Bargaining Team:

Kay Emmert (English), Shawn Gilmore (English), Dennis Dullea (English), Sasha Mobley (Cinema and Media Studies), Christina De Angelo (Spanish) Anne Dietz-LaVoie (AFT)

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Administrative Team:

Leslie Arvan (AHR), Robb Craddock (AHR), Heather Horn (AHR), Paul Redman (FAA), Debra Husinga (Social Work)

Session scheduled for 1:30

Session starts at 2:00

Kay Emmert: So, we wanted to ask if you had looked at the dates we gave you?

Leslie Arvan: We did, and not all of them worked. We can do Sept 2, ... we heard what you said about wanting to meeting every two weeks, over the summer we can but during the semester its usually about every 19 or 20 days. We are certainly committed to meeting frequently and timely, but those dates didn't work.

Kay: Do you have economic proposals?

Leslie: We do not.

Kay: Do you have counterproposals?

Leslie: We do. And we thought you were going to bring some counters on non-disc.

Kay: We decided to send it to a subcommittee to look at the language further.

Leslie: And personnel files?

Kay: We were waiting on a proposal from you. What about evaluations?

Leslie: On evaluations, we have discussed and our position is that there are several items that give us grave concern. I'll go thorough those. There is frequent use of "will" or "shall", in a BU of 500 people we know they're supervisors who will not be able to do that. That is going to result in a contract violation. We are concerned about the mandatory nature. We are also concerned about what an arbitrator might pose. We are concerned there will be obligation to retain someone past his or her one-year contract. In management rights we have a section on

evaluations... we are continuing to reject your proposal and we will not be providing a counterproposal.

Kay: For several sessions you have been saying you would be bringing a counter proposal on evaluations.

Kay: I don't think it was for several sessions... the fact that our people are on year to year contracts mean that there has to be [...] we are confused about why there is opposition on mandatory evaluations.

Leslie: We are concerned the strength of the union's contract on evaluations will put us in a difficult position. This is a management right. [...]

Kay: So what are you proposing they should be based on?

Leslie: We are suggesting they be based on objective criteria the department decides. .. like the provost communications say.

Kay: We have no problem with departments determining criteria, that's what is in our proposal. The provost communications are not working. If they were, we would not be pushing this. They are recommendations. Our members need to know what they are being evaluated on. We have left it very open for departments come up with criteria. If you want to propose alternate language, but that is already in there.

Leslie: We do not want language. If you look at other collective bargaining agreements with other system units, there isn't anything on evaluations. We know we aren't going to be able to meet it. We are setting ourselves up for grievances that will make our work more difficult. It will limit our ability to provide the services our employees, the members in your bargaining unit provide.

Kay: [...]

.....

Kay: General rules don't provide guidelines for us. These things are not happening. That you are saying... it tells me you don't want to see these happen. It tells me you don't want the system to be transparent. It's left up to whim. That's not acceptable to anyone. What about the fact that this has a clear impact on the quality of education at this university? How do you know the people you hire are doing quality work? This is a very irresponsible position for the university to take. You are putting the education of our students at risk.

L Again, we disagree. We are concerned at the mandatory-ness of the process and the criteria [...]

Kay: You don't agree that having a clear process for evaluations helps retain the best faculty?

Leslie: We do believe that. We don't believe it should be in the CBA.

Kay: We will put in a pin in this for now. We did bring some counterproposals. We believe the one on academic freedom deserves another look, but I believe you wanted to start with personnel files.

Leslie: We have one on personnel files now, we will have one on grievance after the caucus.

Kay: So basically what this language does, is reconfirm language that the university uses. It says faculty members in the BU will have [reads]. Much of this language is used elsewhere in the university. Principles that the AAUP puts forth and the university uses even in offer letters. We don't see the problem in reconfirming what is already university policy. By not having a policy, it has cost the university scandal and hundreds of thousands of dollars. It is in the best interest of the university to make sure this doesn't happen again.

It's an essential condition of employment for faculty members. Without it they can't do their job. They can't teach and do research. Without it we have a culture of fear, which doesn't serve our students. Most of this is principles the university already believes in. if you have questions, we will take those after caucus.

So you said you have a counter on personnel files?

Leslie: We do.

Kay: So how is this different than the last counter?

Leslie: What I recall from last time, we did give a proposal last time, and you wanted something about what a bargaining unit member could do if they disagreed with something in the personnel file. I went and looked at the Act and there is a remedy there. I modified paragraph C to reflect your concern. Everything ties back to the act. If a BU member, [reads]....

Kay: I can see why you put that in item C. we will take a look at this and get back to you.

Leslie: We really tried to make this address your concerns.

Kay: I can see that and we definitely appreciate that. The agenda is up in the air, we had subjects we wanted to do today, but if you wanted to do something else...

Leslie: Let's hear your list.

Kay: Personnel files, grievance, union rights, evaluations, academic freedom, academic calendar, non-discrimination and purpose. Are there any subjects you feel we are closer on you would like to talk about first?

Leslie: Let us take a caucus.

Kay: Alright.

Caucus at 2:24

Reconvene at 3:23

Leslie: We do have a counterproposal for you for the grievance procedure.

Since Kay said you had some trouble putting our language into your proposal, we have taken a stab at putting your language into our proposal. We have tried to standardize the time frames at each step. We tried to address your concern about who has the authority to file a grievance we removed paragraph B. I think we both agreed that didn't belong here.

Kay: It's already in union rights.

Leslie: We have tried to clarify the role of the optional discussion. We have included your concept of advancing the grievance procedure at a higher step. We have put in 5 in B. We have tried to include the concepts of arbitration you include in your proposal. In section E we have included a section on where an arbitrator does or doesn't submit a resolution within 30 days.

Kay: I have two quick questions. Is there a different between your definition of work days and business days?

Leslie: No. Did we use business days before?

Kay: Yes, can you let us know why you shortened 14 days to 10 days?

Leslie: It's important to find resolution. You had said you wanted consistent time frames; we tried to make them consistent on both ends.

Kay: To follow up on the first question, you had put in 14, now you want it even shorter? I'm curious as to why you want only 10.

Leslie: Robb is helping me, he said you proposed 10.

Anne Dietz: It's 30.

Leslie: Which part?

Kay: This is Christina, our grievance officer.

Christina De Angelo: The difference would be the time we have to file the initial grievance. At every level after that we agree it is in the best interest of everyone to move it through. We have a concern with the time limit of 10 calendars of the event or the knowledge of the event to beginning the procedure. Because some of our department heads don't know, and some of our members may not be aware of what time frame they have for recourse.

Kay: We are going to caucus. ... You had said you were willing to work with us on the timing.

Leslie: Ok.

Kay: We had some questions about your counterproposal on personnel files, about how you are interpreting the language. The language in item C, if a BU member disagrees... Is this a dispute of fact or is it also covering a dispute of relevance. Do you see it as considering both considerations?

Leslie: We tried to model it off the statute, if the employee disagrees with any information. So I think the act would cover both.

Kay: [...]

Leslie: [...]

Kay: Next is separating grievance items from the personnel file. We know there was a concern that if something happened there may need to be record of it having happened. We have a concern that once something gets expunged then there shouldn't be a note about it happening. That there isn't a record that something occurred if it is ruled it shouldn't be in the file.

Leslie: That's fine.

Kay: We wanted to make it clear that if something is agreed that it should be expunged, there shouldn't be record of the expungement.

Leslie: That's fine.

Kay: The last thing, we aren't talking about not liking an evaluation, we are talking about something not being relevant. ... we think it is in everyone's interest to be able to go through the grievance process rather than through a legal process.

Leslie: We don't want a BU member to both file a grievance that goes through the whole process, they lose and then they file a lawsuit against us. We don't want two bites at the apple. This is a statutory issue. The statute says they have the right to attach a document... that is also a remedy that you can do.

Kay: We still feel strongly about being able to resolve this issue through grievance rather than the legal process. The university has already been dealing with a lot of costly legal processes. This is really our last issue with this article.

Leslie: We will talk about it. Again with two bites at the apple, I don't know how we resolve that. We will talk about it.

Kay: That's our last concern with personnel files. So did you have responses to union rights that you would like to go through? Oh actually, we have comments we would like to go through.

Leslie: Okay.

Kay: We would like to at least go through and come up with a response on grievance before we leave for the day. So again we would like to reiterate that these are pretty basic. We want to make sure we address your concerns. First, about using UIUC emails- if other organizations can use email address, then we can to. We hope you aren't suggesting the union can't.

Leslie: That's not what we are suggesting.

Kay: We wouldn't want to put any strictures or control what individuals can do.

Leslie: Can you say that again?

Kay: Regarding individuals using UIUC emails, we don't want to tell our members what they can and cannot do with their account.

Using UIUC email for politics, we won't, don't, can't use emails to advocate for political candidates. We do what to clarify that political speech does not include a whole bunch of other things. Like "there is an election happening, this decision has been made", that is not included in political speech. There is a definition of political speech and we will abide by that.

Leslie: The definition is where?

Kay: Dennis looked into that.

Dennis Dullea: The Attorney General.

Leslie: Okay.

Kay: That includes union ballots, we can't, don't, won't endorse union candidates. Robb brought up the issue about the use of email to make defamatory remarks.

Are you proposing some kind of civility clause?

Leslie: No we are not proposing some kind of civility clause. We are concerned with our employees using our resources to attack other employees such as administrators.

Kay: So how is that not some kind of civility issue? Are you proposing language or is this just a general concern?

Leslie: Let us go back and look at that and we will get back to you.

Kay: I believe that were the only sticking point. I will say the union has no interest in a civility clause. Our proposal doesn't have anything to do with this. We don't see why we couldn't come to an agreement with this. So I think we will take a caucus now.

Leslie: Okay.

Kay: So we will look over your counter on grievance. And you will look at the union rights clause. And would you like to take a side bar now?

Leslie: Yes.

Caucus 3:40

Reconvene at 4:33

Leslie: We do have a counter on union rights. We had called it "union membership and union activity" but it is union rights. We know it is 4:30 and some of us have commitments so we want to get this going.

Kay: That's fine. ... so, we looked at your grievance proposal and it's not clear what language was taken out or changed, so if you could be more careful next time.

We did have a comment about the grievance procedure. We want some insight into why you included this, we are really unclear about the last part, "the union shall notify the LER section of AHR prior to any discussion or meetings held".

Leslie: Generally, because we are trying to be responsive to the part about the informal step. We agree with you, in those informal conversations the union isn't even going to know about them. When the union finds out about the meeting, we want the union to let the AHR department know.

Kay: So, when someone asks for someone from the union to be at a meeting, does this count?

Leslie: Yes.

Kay: Next page, under time limits, we're not actually going to talk about the time frames now. We did have some initial questions, first in the sentence you added, third line down, can you clarify what you mean by "reasonably" should have known?

Leslie: I think we can say, for example, there was a mistake on someone's paycheck, let's say on May 1, and they get the paycheck on May 16, but they wouldn't have known about it until the 16th.

Kay: So, when we get a notice of some kind, not exactly when the person knew it. ... So you are saying the date that it is sent to the employee or when they saw it?

Shawn Gilmore: But not the actual incident?

Leslie: Right.

Kay: This is a question that builds off of this, with the 10 work days... let's say I go to my supervisor and I say hey, there is problem with X and we aren't able to fix it, then I file, this says I have 10 days to file, There is some concern that if an informal step happens, then the next step should happen after the result of the first step.

Leslie: I see...

Kay: I just wanted to bring this up as a logistical issue.

Leslie: Does your proposal address this?

Kay: I think so. We are planning on working up a counterproposal on this and getting back to you.

Leslie: Okay.

Kay: The next thing, there was something you had said would be ok in a previous session that didn't make it in here. About the "appropriate supervisor" not "immediate supervisor". We want to have a clarification of who you mean for the supervisor in level 1, could that mean a department head?

Robb Craddock: That really goes back to the advance grievance filing. If the dean is the person, then that's who.

Kay: I appreciate you saying that. But this actually skips the Head. So we were wondering if in level one you say supervisor, if you think that the appropriate supervisory would also be a department head.

Robb: Under this proposal, it does not incorporate that. If the chair is the person that is most appropriate to file with, you would put that to level 2.

Kay: Even if the chair is the person most like your supervisor?

Robb: That would not be, you would not have the authority to do that. What we want is a streamlined grievance process.

Kay: Right, but some people don't have immediate supervisors, we want this to be adjustable to the person's situation.

Robb: We addressed this with advanced grievance upon mutual agreement.

....

Kay: There was one more thing, in the hearing part, we had proposed language that the two parties could submit in writing rather than going through the expensive hearing process. Then we were very confused about the language added to the decision, so if the arbitrator is unable to come back with a decision...

Robb: When you receive an arbitration award it says statement of grievance, union position, employer position, and arbitrator remedy. If they can't do that in 30 days, they would just issue in writing the remedy. It would list the union position, employer position, then the remedy.

Kay: What if they can't do it in 30 days?

Robb: We want them to do it in 30 days. We want it to be timely. In the event that he can't do that, we provide that he issue an outcome.

Kay: That doesn't really address the issue. [...]

Robb: This is something that is used in a lot of CBAs [...]

Kay: What if they don't hit the deadline, it is thrown out?

Robb: That's not the intent. It's binding arbitration.

Leslie: We have had situations where it has taken months... this is to light the fire to get the decisions.

Robb: It's also for cases, if the employee has been discharged is going to come back to work, he should get back to work.

Kay: Right. I think that's all we had on that. We are going to bring back counter language on this. To bring it together.

Leslie: I think that was just a [...]

Kay: Next time, Sept 2, 10am to 1pm. We will look at your counter. We would like to talk about grievance, continue this progress. And bring back appointment reappointment. And finish up some of these proposals.

Leslie: So you will bring a counter on grievance and union rights?

Kay: We don't know what is in your language yet, so we will take a look at it and let you know.

Leslie: We still have purpose that is outstanding.

Kay: How do you want to proceed?

Leslie: I think we owe you a response.

Kay: Okay.

Leslie: And personnel files.

Kay: I think we are going to look at this and see how we want to response and move forward. Again, the ability to do grievance rather than go through expensive litigation is important. Not necessarily do both at the same time. We had discussion during caucus and think we can address this. But we do have interest in having language that allows us to take out [...]

Leslie: Your earlier statements on non-disc and you are going to have a subcommittee look at that. It's a little frustrating. We have made clear where we stand on that...

Kay: Are you saying you are not going to be entertaining and further counterproposals on that?

Leslie: Yes, that is what I'm saying.

Kay: I can talk with the committee and see if that is going to change what they are going to do.

Leslie: I think we have members here who have to go.

End session 4:56

Side bar