

Minutes from 5/31/07 negotiations meeting, 125 Coffey Hall
Notetaker: Chris Koehler

GladysMcKenzie: What we would like to do is start with a round of introductions and then we have a wage proposal for you and assume that we're getting some kind of opening from you and would like to discuss dates and get that as squared as we can and call it a day at that point.

BobAltman: I think that's what we thought we would like to do, start with introductions.

Gladys: It's also interesting to me to see how many years of service we have, it gets into triple digits if we combine the teams.

<introductions going around the table, left to right:>

Gladys McKenzie, AFSCME
Joyce Carlson, AFSCME
Kelley Ahern, AFSCME
Rhonda Jenn, AFSCME
Jody Ebert, AFSCME
Krista Gallagher, AFSCME
Chris Koehler, AFSCME
Phyllis Walker, AFSCME
Brad Sigal, AFSCME
Cindy Prange, AFSCME
Kelly Zimmerscheid, AFSCME
Leslee Mason, Administration
Sue Elm, Administration
Molly Gage, Administration
Hosea Ojwang, Administration
Jim Jorstad, Administration
Bob Altman, Administration
Aminah Amatullah, Administration
Judith Karon, Administration
Laura Larson, Administration
Linda Debeau-Melting, Administration
Sara Shuford, Administration
Martha Hoppe, Administration
Gregg Knoblauch, AFSCME
Denise Osterholm, AFSCME
Ken Holm, AFSCME
Barb Bezat, AFSCME
Polly Peterson, AFSCME
Rita McHugh, AFSCME
Kay Bursak, AFSCME
Kelly Ryan, AFSCME

Ginger Noll, AFSCME
Betty Pauls, AFSCME
Cherrene Horuzak, AFSCME

<Introductions done>

Gladys: I just want to quickly preface our proposal by saying that we feel that this round of negotiations is in some ways historical for us we are very glad to be here with a united negotiations committee with all of our locals together and feel that this both good for the union but also good for the process and the university and as I said we have a lot of knowledge of the University in the room. It feels like we ought to be able to solve some of the more prickly problems in front of us. We're going to begin with our economic wages proposal, we're holding off on health insurance. We are starting with our wage proposal because we want to make it very clear to you what we care about most in this round of negotiations and we believe very strongly that economic progress should be real and for all employees, not some but all employees and it should be a priority for the university to care about the economic wellbeing of all employees and with that I turn it over to Greg Knoblauch who is going to do a presentation that is at the heart of our economic proposal, our proposal for general wages and at the heart of what we'll be talking about in these negotiations.

Greg: You can see two charts and I'm going to explain what they are and their significance. I took the step one wage for the AFSCME jobs that that wage was at in 1994, both chart wages, the first is specific to AFSCME and the other is for other jobs, this is the one that I developed first, I've long been interested in what jobs have been doing around the University as far as wages, this is the academic and administrative chart, but I had never done a chart of what has happened to AFSCME jobs, until about a few months ago I charted my own job, vet tech and how it has done since 1994 when the union came in. The calculator that I did I found at aierg.org, it's a standard calculator. I went to look for another calculator and they referred me to this one, they get all their data from the Bureau of Labor Statistics, I had a baseline, though the numbers were different, I went back to the contracts and took the step one salary from that classification for each of these ten years. It's pretty clear that my job has lost value, it's spent its whole history below its original value except for 2002 when it went up 0.75. So what's the significance of this graph, to me presently it has a significance of about a \$1500 loss, we're down nearly 5 percent so for me it works out to about \$1500 out of pocket because of the loss of value. Professionally it says my job is now worth 4.5% less than 1994, I personally take offense, my job is not worth less, I have data that indicates that my job is worth more, I have data that the value of the job has increased, you have Laura on your committee, ask her if the vet techs have lost any value. Though this chart was constructed for my job it will apply to every other class in the local, every other class that was not effected by the \$12 an hour minimum, will look almost exactly like this and even the ones that were effected by the \$12 minimum changed from this spot though different from that, I can't take this graph and directly link it to the clerical and healthcare unit's wages, but we're all AFSCME, we all get the same increases, effectively we've all been treated the same since 2002, we've lost 5 percent of value. Contrast that graph with this

one over here, this is the result of that graph, AFSCME is down 5 percent of value, the jobs have lost value, while the jobs of other people have increased quite dramatically, the president's is up nearly 80 of his value from 1994, the senior vice presidents have gone up 50 percent from 1994, <Greg listed numbers from graph> in all of these jobs, the value has gone up while the value of our jobs has gone down. This University operates as a collaborative effort with a lot of people doing a lot of different jobs, if you take any job out of the equation, the University as an organization doesn't work, if the facilities people aren't here we don't have a room that has lights, water, heat, light air conditioning, if you take the professors out, we don't have a university, if you take AFSCME out you don't have a university, it takes all of our efforts to make this happen. So how is it that certain people can see extra value added, while others just as significantly see value subtracted from their jobs and that's exactly what you see and there was no need for it. There's a lot of money that went into this increase, if different decisions were made this goes away completely, this represents approximately 4 to 4.5 million dollars, that's how much has been depleted from AFSCME but this is small drop in a bucket in making all these other jobs go up. In 2001 wages went up because of the liveable wage campaign, so a little history should be pointed out here. In those years AFSCME went up before Yudoff and the Board of Regents and we presented our case to them about how our salaries needed to be paid at market rate and at a rate that allowed us to live and then vice president Bruininks was there, Frank Serra was there, Patti Dion was there and a few other people, some of us at the table here were there and we heard the Board of Regents speak and Yudoff about the message that we presented and Yudoff said AFSCME made a good point that the university should not be in the position of paying below market rate, Bob Bruininks said it was a valid argument, we pledge a strong effort that you receive adequate wages, not only the market rate but a living wage, these were promises made to us back then and it was actually a moral decision that Yudoff made at that time, he said it's wrong to pay people working a full time job a salary on which they can't afford to live and he did something about it to the best of the university's ability at that time, he raised all university workers to \$12 an hour, if you work fulltime at the university that job has enough value to it that we will not pay you less than a minimum value and he established \$12 an hour as the minimum. There's nothing magical about that number, no we weren't happy and some of the administrators weren't happy but that's the value he put on our jobs, the minimum value. Basically he said if you work at the university you're entitled to a lifestyle that \$12 an hour will give you. He left shortly thereafter and President Bruininks led a new administration at the university and the contract following all that we heard from the buildup was how everybody was going to have share the pain, the U didn't get what it asked for at the state. This is how the U shares the gain and they come to us to share the pain and does anybody see any pain on the sheet, do you see the pain in the green or the blue? Well there's real pain here because that loaf of bread that we agreed to when we took a job here, our job isn't worth the full loaf that President Yudoff said it was worth, we've had slices taken away from it. Then we heard how everything was fair and equitable, does this look fair and equitable, certain people making big gains and others seeing real losses in the value of their jobs? We think it's time that the U fulfilled the commitment made by a previous president, promises were made, they should be kept, it's going to take 5% just to get us there, and then it's going to take across the board increases to keep us there.

Gladys: One thing that Greg didn't tell you is that the AIER data doesn't take into account increasing costs in fuel and healthcare and this chart does not reflect the increased costs our members have had in health insurance over the last few years. We have the wage proposal for you.

<wage proposal passed out>

Gladys: The way that this is set up you'll see that when we are dealing only with one of our contracts we have indicated the locals so if it doesn't indicate a local or in one instance all the locals are listed, so if it doesn't indicate a local it means all. Union wage proposal one is that employees holding less than 12 month appointments may elect to spread their wages over 12 months.

Bob: Let me see if I understand this proposal, it is not an increase in the wages it's just to make someone get 26 paychecks instead of 18 for example.

Gladys: We have members that are taking out loans in the beginning of August to make it through the year, as you know from the presentation that we made we're living paycheck to paycheck it's very difficult to save the 2 extra months worth of money.

Bob: And this is a voluntary thing, some may continue to be paid the way it is now, the default is stay the same and those that wanted to be paid for 12 months would have to do something?

Gladys: Yes. The second Union proposal UMD interpreters shall receive wage increases for additional certifications as established in the Twin Cities campus for Interpreter Pay standards MOU, we agreed for the Twin Cities interpreters, I think it was 21 individuals to give additional pay on certification but the interpreters at UMD were left out and we want to correct that. Union 3 is a proposal in the clerical contract whenever the duties of the vacated position are assigned to existing employees for a period of 5 consecutive work days and would not result in an augmentation for work out of class or a reclassification, said employee shall receive either a temporary augmentation of two steps, when the absorption of duties is of a temporary nature or a two step permanent pay adjustment when the absorption of duties is permanent. This is a major issue of concern in the clerical union and a concern that we have heard over and over again over the years. Some of you know that when we organized, there were 3200 clerical employees, there are now approximately 1800 and absorption of duties doesn't explain all of that but it explains a lot of it and its time to recognize it. Union proposal 4 is a proposal to increase shift differentials. Union proposal 5 is for clerical and technical on call pay to increase. Union proposal 6 is for an increase in the uniform allowance for the healthcare local.

Bob: Do you know what it is right now, the uniform allowance and the on call and shift differential?

Cherrene?: On call is \$2.00 an hour, <I missed what the uniform allowance is>

Gladys: We'll have a lot to say about the uniform allowance, but briefly this is in part a safety issue, and a health issue. Where we have members that are on their feet the entire day and need shoes that give additional support that are costly it's necessary for the worker but there isn't recognition by the U. Union proposal 7 we would strike in the technical contract the successor language on progression language and the language we want to strike is 'if terms for progression steps are provided for in successor collective bargaining agreements' so basically if you look at the language it says that progression steps will kick in October 1 provided that there are terms for successor increases.

Bob: I'm a little slow, explain, this is a technical issue, right and could you give me example of how this would work.

Gladys: It's not really an issue for an individual, it's an issue for the union.

Joyce: Unlike the clericals, the techs all get their progression on the first of October and the language remaining there makes the issue of being able to progress an issue at every negotiation and it's not an issue, progression is part of becoming more proficient at your job.

Gladys: We have no other group that has to deal with this successor language as Joyce said, it's an annual base, you progress on skills and experience and loyalty to the institution and in fact there has been progression every year for the techs.

Bob: Are you pointing out that the technical contract says they get the progression when completing negotiating where the other contracts it would continue?

Gladys: They do continue, the only difference is that the technical progression happens on a single day. And finally, this should say 8 instead of 9 or would you consider it both, this is our proposal for general wages, which may look familiar to some of you a general wage adjustment in the first year of 10% and the second year of 7.5%. This is our proposal to begin to address what you see up there.

Bob: About the dates, are you looking at the beginning of pay periods?

Gladys: Yes, the first day of the first period of the fiscal year. Any other questions?

Bob: I think I understand the proposal, does anyone on committee have any questions? I think we understand.

Gladys: And just in preface to the language proposal, I alluded to this earlier with the brains and years of service we believe that we ought to work through these issues and we ought to be able to have discussion, in past rounds we've been pretty rankled when we've heard 'no' without openness, without letting us know what the issues are that make you

want to respond 'no' or feel the need to say 'no' to a proposal. Our chief stewards talk about being in the room trying to resolve issues and hearing the contract referred to as the union book, we want to underscore, this is contract for both parties, the issues that come forward that come out of not just our experience but our common experience at the university, they come out of the issues that we have tried to resolve, the disputes that we've had but couldn't resolve through. They are owned by both sides of the table but we want to dig in on both sides of the table and decide what the issues are. With that our first language proposals have to do with holidays and here we're looking for change across our contract, the first proposal is to eliminate prorating in holidays and move to language that employees are to be paid 8 hours of Holiday pay or an amount equal to their normally scheduled hours, whichever is greater. We have members that are having to make up time on a holiday because they weren't able to get in their normal ten hours, but have to make up time or take vacation time, other members, though the contract, get less than full pay. In our second proposal we want all employees to have the right to take one floating/personal holiday at their discretion. This has been an issue through the years at Duluth, Morris, Crookston, it also impacts our members in outlying locations who may work in conjunction with the county or other public agency and I think that the language speaks for itself, it's not a Twin Cities issue.

Bob: Well everybody has a personal holiday, in the outstate they're limited in their ability to use it at their discretion.

Gladys: They can't use it at their discretion. Sick leave, we want to add siblings and grandchildren, the language that's offered here is language that we would like to make common across all of our contracts, they're slightly different and if you look below paragraph 3, immediate family shall mean spouse, cohabiter, minor and dependent children (including foster children and step children), parents, siblings, grandchildren, parents-in-law of employee and registered same sex domestic partner, children of registered same-sex domestic partner and parents of registered same-sex domestic partner. The significant other seems to cover same sex partner, and grandchildren would be added on all.

Bob: So this proposal would essentially eliminate the current definition of immediate family and replace it with this.

Gladys: Correct. And union proposal 4 we might actually want to look at the contracts on this, there are references in our various contracts that create a limit on use of sick leave in the clerical contract up to five days, let's just go there.

Bob: Is it the same in clerical and tech contracts?

Gladys: Yes it is. The ordering of the language is slightly different in the sick leave part between clerical and tech contracts, we changed that up in the last round of negotiations. At the top of page 40 in the clerical contract, and in the tech contract page 43, and the healthcare contract. We think that the practice at the university has been that especially when we're dealing with FMLA, employees are forced to use their sick and vacation time

up to a point so we think that this language is confusing and unnecessarily limiting for both the employee and employer. I think with the FMLA the language seems dinosaurlike. Any questions?

Bob: I don't think so, we're...

Gladys: Last chance! Emergency closings, this is very recent in everybody's experience and we are offering new language that whenever the employer declares an emergency closure of the University or any portion of the University or declares a closure due to inclement weather, employees shall be paid for their normally scheduled shift. Any use of vacation in lieu of such a closure shall be restored. We're assuming a current document can be found in those places the drafting of any use of any restored vacation but what we're trying to get at it which we had, the snow day in which people who have further to drive, not driving half a mile to get home, they're having to drive, some people have an hour, were forced to make a decision to take vacation and then the U made the decision to close and those individuals had to use vacation time in many, many instances, it was in some cases at the discretion of the supervisor converted to a snow day, but in too many cases those employees suffered by having to use vacation instead of getting paid as a snow day, so we are not wanting to see that again, I don't know if 'any use of vacation' is the best way to say it, it's the best way I could come up with at this point.

Bob: You're referring to that snow day or are you looking further back?

Gladys: There have been other instances.

Joyce: The snow day brought, and we're not saying if people are in the Bahamas on a vacation using the snow day, but people at work who made the decision in many cases to get home safely, but left before the formal declaration of a closing had to use a vacation, while those who could wait could use the snow day.

Bob: Let me see, let's say it was 2:30 that the U closed, if I lived in Blaine and wanted to make sure I could get home in a reasonable time, let's say I took off at noon, those individuals were not paid from 2:30, it's not on the gap from noon till 2:30, right? If you left at 2:30 you got your regular paycheck, I think I understand.

Gladys: I'm sure you'll come up with better language.

Bob: In the first part whenever the U declares, or a portion of the U, we had the bomb scare where certain buildings were involved, am I understanding this if I were on the west bank and all the buildings on the east bank were closed, this seems to indicate that all the people in the west bank would be effected, and I'm not trying to poke a finger in this but if you were on the mall that's what you were addressing and not someone on another part of campus.

Gladys: Right. Now, probation, across all of our contracts--

Bob: Just to make sure that I understand this, subsequent probation means anyone who serves a probation after they've already served a probation?

Gladys: We think it's reasonable to have an initial probation period and we think that that's sufficient and what we've said before, if Harvard can get by on one so can we.

Bob: My interpretation is correct, someone who takes another job, it was those probations after.

Gladys: It's a barrier to mobility and it's terribly unfair to individuals who have been on layoff and find themselves with a 4 month probation and in situations where a supervisor is saying why'd I have to take this person, they're already coming in with the impression that they're unsuitable for job. Union proposal 8 this again would be across all contracts work that has been allocated to an AFSCME classification that is vacated may not be assigned to a student. What we see here is that there's work that's fundamental to the bargaining unit, that is fundamental to the work of the union, work that has existed for some time, work that is described in the recognition article and in our class and classification specs that belong to those classifications, that should be work that is done by continuing employees, a member of AFSCME. We want our work to stay our work. And then moving on to union proposal 9 new Section 3.F the senior employee who has passed probation with the University and who is qualified as determined by the Employer and meets the measurable, job related selection criteria.

Bob: This proposal is just for the techs?

Gladys: No it's the way the page breaks, it's for both. We already have some bidding rights in the healthcare contract so we're leaving that alone. This is the basic idea that the U would hire the senior qualified candidate rather than going to the outside. In case there was not a candidate then it would go outside. In the healthcare contract we find ourselves needing to bring a proposal to eliminate trainees, when negotiated the U was having difficulty hiring in certain positions within the healthcare part of union and we feel that this language is now being abused and want to have some conversation about it and are proposing getting rid of it. Classification issues, across all contracts union proposal 11 when the Union has reasonable cause to believe that a vacancy or existing position is AFSCME work, which has been improperly excluded, the Union shall have the right to refer the position to the BMS for exclusion or inclusion in the bargaining units. So we see positions, work that we know is our work and rightfully should be within the bargaining unit and it's currently outside the unit or we see a posted vacancy and we want the ability to resolve these.

Bob: Do you know if BMS will do this?

Gladys: They'll do it if we ask them to, they do it for others, they do it for the cities quite often.

Gladys: I thought they dealt more globally, not as tiddly as one posted job.

Joyce: I have a unit clarification on one person right now, in Ramsey county.

Gladys: I believe that we had two, maybe three in the city of South St. Paul, that's a group I'm familiar with, very common. Union proposal 12 eliminate MA classification and grid, union proposal 13 restore CMA classification. It's interesting to me as I go to CUC, I see documents about certified medical assistants posted so the concept of the class is alive even if the name is not, we would want to assign the LPN pay grid to the restored class, these two classes are often doing the same work, there is sub standard pay for people in the MA class.

Bob: So at one point we had MA and certified MA classes?

Gladys: Yes

Bob: And at some point we eliminated the certified MA class?

The U was having difficulty hiring, this is something the U wants, its not demanded by laws, so if the U wants it it should be part of the class title and people are performing at that level and testing are paid less.

Bob: I'm just trying to understand the process, we had a medical assistant and certified medical assistant.

Gladys: I'll turn this over to Betty(?).

Betty(?): Being here 22 years I was certified, they'd hire MAs out of school and had they not passed test, they were then let go. CUC had problems hiring CMAs and the U had said hire MAs even without certification, what happened is that the CMAS wound up at the lower level of pay, we do same job as CMAs and MAs cannot give certain medications, they are restricted.

Gladys: So that's the underscore for that.

Betty<I think>: It sounds like CMAs were paid on the LPN scale.

Bob: Has there never been a class CMA?

Betty: Yes and then the U dropped and asked that it be MA.

Bob: So we didn't have both, we changed CMA to MA and now you're asking to eliminate MA?

Gladys: I'm not sure if there wasn't both, this came from the hospitals, in that setting there might have been need for both, I'll research it out, you get the gist that we don't like

it.

Bob: So really what you're asking is to change MA to CMA, the pay schedule of CMA should be the same as LPNs.

Gladys: Yes. Union proposal 15 eliminate Information Technology Specialist and create Info Tech Specialist 1 and 2, we would negotiate pay grids and meet and confer.

Joyce: I'd like Barb to talk about that.

Barb B: For those of you who were here long enough to remember the SMEEs, the info tech jobs within the U were first to be broadbanded, the duties are technical, but it was never assigned point ranges, but the world has changed and the folks doing the positions see two levels of duties within these classes which are still technical in aspect but because there aren't any point ranges, it's difficult for JEQs.

Bob: Two levels of duties, paid the same?

Barb: The descriptions haven't been formed, we have multiple job families, like Library Assistant one, two and three, the folks see gradation of duties that could form a family, they get increasingly complex as you remain in the bargaining unit.

Joyce: So, recognition that there is a range, that there are more complex jobs and people will progress.

Gladys: Union proposal 18 this has to do with who is hearing grievances, step one no change, step two, with the Director or Dean of the Collegiate or Administrative Unit and step three outside the College or Administrative unit. What we're after here is some ability really to get some objectivity before we are proceeding to arbitration.

Bob: So you want, one of the things is to get someone out the department to hear it.

Gladys: Outside the college department, we're already in step two, but we want out of the unit altogether in step 3.

Joyce: The other thing, in my short tenure with the U, that I've noticed, that Ken has brought to my attention, sometimes the people in the hearing decision, were already involved in the decision, in the discipline so by moving it out of the unit, or out of the college administration you're getting a neutral, or as neutral, a more objective hearing officer prior to arbitration. I think there's a natural tendency to want to protect their own and we see quite a bit of that, the questions that we get from hearing officers at grievances and I don't know that that absolutely goes away but it gets us off the dime, we'll see if it works or not. Union proposal 19, 48 hours notice to the employee and union for investigatory meetings, I think that this helps all of us, in activist meetings this issue of more notice to the employer seems to be pretty critical if you're going to be out of the workplace we'd like to know more than 5 hours. We often have our member doing

several hours of worrying before they call the union and we're ending up giving less notice to the supervisors that we're going to be away and we think that his helpful to everybody and that the union should be notified of investigatory meetings, the employee may still decide that they don't want representation but we have a duty to fair representation and have obligations to be able to give all of our members the same information when they're confronted with an investigatory meeting.

Gladys: I haven't looked at the clerical contract but there's a discrepancy between what metro people get and the outstate, in the outstate the union is notified, so you've got a difference in the employees having access to due process depending on where they work.

Bob: So you're saying in the tech contract for the outstate there is reference to giving notice to the union.

Joyce: Yes, 72 hours notice to the local union when practicable for investigatory meetings outside the metro area, so there is notice, inside the metro area it's silent, we want to make sure all the ducks are in a row and all employees have the same opportunity for representation.

Bob: Is that the same in the clerical?

Gladys: No, we don't have 72 hour issue, reason being, the tech unit has employees all over the state and that wasn't the same for clericals.

Bob: This proposal is for all metro so in the clerical, now I'm not trying to add to your proposal...

Gladys: Good point we don't want to set up situations in which we're getting different notice, it's 24 hours regardless, so we'd want 48 hours regardless.

Bob: So metro isn't...

Gladys: The reason metro is in there we're not interested in reducing our 72 hour notice in the tech contract. And we would certainly be agreeable to having common language across all contracts, if it would 72 and 48 that's not an issue. I see that I've made a slight drafting error I need to amend. Currently the healthcare local doesn't have investigatory meetings in their contract, this has caused problems, there are certain supervisors that understand that an investigatory meeting is inherent in that process but there are others that go to the contract and don't see investigatory meetings and as a result move immediately to discipline or have kind of an informal, quasi, non investigatory meeting which they think is an investigation, we'd like to clarify, we think it served both parties in our other contract, we think it's reasonable.

Bob: Is the language stolen from other contracts?

Gladys: It's from the clerical I would amend that we'd want 48 hour notice as we

proposed.

Bob: So employee and union whenever possible.

Gladys: Yes. And another item that's for the healthcare contract is the lack of president and steward paid leave and we want to add an MOU that achieves that for the president and chief steward of local 3260. We don't think that his is based on size, all presidents are very busy, you have same number of duties whether you have 2000 members or 200 members in terms of administrative duties respective for the union.

Joyce: I think in a smaller unit you have more because you have a smaller number of people to draw from.

Gladys: I think Rhonda could speak to this but I think she's been drawn into everything, I think this is in keeping with the reality of position. LMC add Local 3801 to language on ULMC, we realize that they haven't met for some time but want to keep that option open.

Bob: Is union proposal 22 for all three?

Gladys: No, just tech and clerical contracts.

Bob: So Union proposal 22 is clerical and tech?

Gladys: And Union proposal 23 add language recognizing establishment of LMCs on all campuses, that certainly could be language in all three though because we do have a few healthcare workers at Duluth. Union proposal 24 add language giving employees the right to bump to a higher percentage appointment when there is no bump within their definition of layoff, this is for clerical and techs. Currently there's a right to bump to a lesser appointment we want the option to bump to greater appointments.

Bob: So if I'm 0.75 and there's one person I'm senior to that's fulltime I would like right to bump that person.

Gladys: We see the issue of benefits, we would have the right to bump fifty percent appointments.

Bob: I don't want to assure that you I don't have questions and really work these through to make sure I understand them. Our committee will spend time discussing. So I think, we're going to have a lot of homework to look at these proposals.

Gladys: Joyce reminded me that when we see each other next we'll bring whatever technical changes proposals that we found, editorial kinds of things.

Bob: As I think we expect you'll see a number of those in our proposals and as we discussed last time we don't discover those till we're writing those, and I think we were able to take care of those, Gladys and I and say this is wrong, there's a word missing, am

I right Gladys?

Gladys: I'm not holding too many grudges.

Bob: One thing I wanted to mention, Martha has another commitment, Martha isn't leaving in a huff or anything and I was going to mention that earlier but forgot.

Gladys: Bob, we do have another portion of our wage presentation to make to you but we'd rather wait, it's not a proposal just information.

Bob: I had a couple of comments and I can't see anymore without these glasses on. I like to try to keep things as informal and as casual as possible but we're engaged in a real formal activity, but what I would like my style to be and it's a little difficult I'm more accustomed to a bargaining table with 8 people, we're trying to do something different, I think we know the struggles from last time, and want to avoid them, we're going to negotiate three contracts at once. I think that can be confusing and taxing on making sure we're keeping everything straight, we may make mistakes, like we think we're dealing with another contract, those are bumps in road hopefully we'll gain efficiency, we're one group negotiating three contracts. As we enter negotiations I understand there are very <'dig'—not sure what words were here> that the union has presented, we've got our work cut out, those are going to be challenges, we're in, we're not going to present a freeze, but based on information, but there's a struggles in how we work with the resources that are available to us. One of the things that I hope can make the process go better, many of you were involved last time, it was one of my first, I wasn't familiar with you guys, I'm hoping we've had the chance to work together, hopefully all those things will assist us in working through issues better as we all become more experienced working at the U. We have pretty simple proposals, when you look at our proposals many of the things that Gladys was referring to, the techs are put in our proposal. Our proposal is not particularly aggressive and that's intentional and without much ado, I'll pass it out, we have one that applies to techs, one that applies to clericals and to healthcare and in some cases you'll see the same thing on all three, we'll try to do all three in coordinated fashion. Let's go with one at a time.

<passed out clerical proposals>

B: The first item is intended to be editorial or cleanup, we have many references in our current contract that relates to moving from 33 classes to 8 Aminah did an amazing job with the salary chart, figuring out how they'd progress through the complete wage structure I don't think those arrows are needed anymore, we'd eliminate appendix D, D1 looks like the normal wage schedule and I think we're going to have the new wage schedule in D. Appendix F is narrative that talks about going from 33 to 9 and I don't think that's necessary anymore. There is reference to seniority that I thought we needed to keep, but if you look in the seniority section, 24 section 2 you'll see reference to how seniority is going to work that's what I was getting at in first proposal. Proposal 2 within salary sections, referencing appendix D not D1. Proposal 3 is to delete language that is no longer relevant in the salary section, like the lump sums. And to get rid of dates and

percents from the old contract. Number 4 is a proposal that you'll see in every one of the proposals and that's merely to change the notice required for union leave from 14 days to thirty days, we asked for between 30 and 60 days, it seems to make sense that if we're going to replace someone, so we're asking for a 30 day notice for union leave. We don't have a wage proposal, same with insurance, I think number 7 has been there in the past, that's just to make sure we keep our appendix up to date with changes in units, number 8 we'll continue to look at contract and may bring more editorial changes, typos, things that aren't working. That's the clerical proposal, the insurance and wages we'll have to spend much more time on. Technical next.

<passed out tech proposal>

Bob: Any questions?

Gladys: No

Bob: Proposal 1 just identifies several classes that have no incumbents and are classes that the U doesn't anticipate having people in, so those are classes we should take out of the contract. It's hard to see, number 2 is very difficult to find the change we're making, I think this is correcting a typo and if you look in third line, what the contract currently says amongst those folks in immediate family, we have a phrase, I think the way the language reads it's just same sex domestic partner's children that would be covered so I think this is intended to say same sex domestic partner comma children so it includes both. This is another tricky one, article 18 in the tech contract is probably easier to explain if people have their contract, I'm sure this isn't one anyone will lose sleep over if you look at page 47, you've got a B, C and D and D got put in middle of paragraph D, in paragraph C the sentence says <read sentence from contract>, I think that's where that paragraph is supposed to end and then starts with D, make sense? Number 4 is same kind of proposal intended to take out dates and information that's no longer relevant and we'll probably have new proposal on that shortly. Number 5 is to increase the notice for union leave in same manner as last proposal. Numbers 6 through 9 are the same proposals as the clerical proposals.

<passed out healthcare proposal>

Bob: Our first proposal is similar to that in tech contract, these are two classes that have no employees in those classes and we don't anticipate using them so we are asking that they be removed. Our second proposal is to remove a provision that prevents employees from voluntarily reducing their hours below 75 percent, occasionally there have been individuals that wanted to and the language didn't permit it, this is employee initiated not employer initiated. And I think we all know the 75 percent threshold is important and that's where the employer doesn't pay benefits but this is employee asking for it. Number 3 is a relatively simple proposal maybe a little more editorial, but it seems to make sense, language requires in the healthcare contract that somebody give 9 months notice, that they have to be at the U 9 months prior to requesting leave, but they have to be at the U 9 months prior to requesting leave, I assume this is something employees

would rather have, number 4 union leave is the same proposal to increase the notice to 30 days. Number 5 in the filling of vacancies there is a provision that employer shall inform the employee of assignment change procedure at the time of hiring and it seems like they have a lot to think about already at that time and it doesn't seem like they should be required to have assignment change procedure explained then but we don't think that the contract has to spell out that this needs to be communicated. Number 6 is a little more complicated and Sue if I mess this up, I want your help, this stems from layoffs in the dental area in which several people were laid off at same time and the way the old language works the first person had 21 days to decide and the rest then had very little time to make a decision so our language is an attempt to give less senior employees a reasonable amount of time to make their decision, the first person to receive notice took the full 21 days and rest took their time, so the last person only had a few hours to decide so instead of having 21 days, which is 9 days, you make your decision 9 days prior to the notice period, we're changing that to you make your decision after 9 days and subsequent employees would have 3 days to make their decision and domino on down, does this need more explaining?

Gladys: It may, we'll take a look.

Bob: Article 7 this is attempt to include in settlement of disputes the MOU that we reached in going to arbitration, that's all this is trying to do, we reached an agreement in language the same as other units, that's all I did was try include that. Don't get excited on number 8 it's not about no striking, the reference in the article is to article 179, that PELRA has changed to article 179A, we'll doublecheck on that, we knew that missing the A was not correct, I think I did a find and this is the only section that didn't have an A following it, we'll check others if we reference PELRA we'll make sure it's 179A. The next item is, we're doing the same thing with wages, taking out the things that have come and gone and replacing with the new prop and 10 through 13 are the same as already presented, and we've got the same proviso that you do regarding adding to and there are a couple of things and we do this sparingly, as the union does too, there a couple of things once in awhile, but it doesn't help the process if we keep springing new proposals and that's not my intent, That's it, I think I indicated that our proposals were pretty thin and most were editorial and I hope that's the way you perceive as well.

Gladys: Scheduling?

Bob: Here's what I thought would be helpful, the union could make list of dates.

Gladys: We've done that.

Bob: Could we take that list, our whole group would like to look at dates.

Gladys: Why don't we do our presentation first.

Cherrene: We just wanted to share with you what our union wage philosophy is and we have meetings every day on campus talking about these and they will guide our work

here:

<various AFSCME members read off main points of Livable Wage handout>

<Gladys passed out graphs and livable wage document>

Gladys: We talked about the length and we also didn't want to repeat sets of three or more days that were not productive, we wanted to use the time at the bargaining table more effectively, we talked about what we would like to see is two days, we do have people coming from other points of the state and would also like to be able to identify tasks on those days, we've also identified days and groups of days with the exception of an initial set of days in pairs of two where the majority of our people will be available and hopefully most are avail to you too.

Joyce?: We thought we'd meet the morning of one day and wouldn't see each other at all and meet the next morning and that way one group wouldn't be sitting around waiting.

Gladys: The group that was waiting for proposals to be returned would wait all day.

Bob: I don't think anyone here thinks that's a bad idea, unfortunately, many times we think we'll be able get back to you in 45 minutes and all of a sudden, if things don't work the way we hope, it goes longer, we'd like to make sure that there's some flexibility.

Joyce: We had that conversation too, we realize we're not always accurate in our predictions, but we did want to try to avoid waiting around as much as possible.

Bob: I think it takes being reasonable at the table, you guys could go back to work while we work on a response and we'll have to play them as they come a little, and hopefully one thing that will make progress most efficient is if we say we're going to get together say two weeks from today and if we're actually prepared, those are things that are most frustrating, we'll have to make sure that we have our homework done.

Gladys: Bob when you identified the process as not easy to work with, I think we have to commit to being prepared. A long drawn out process isn't efficient, certainly employees would want an efficient use of time, I hope we can do that.

<Administration left to discuss dates. Bob returned a short while later>

Bob: We have June 14 and 15, July 9 and 10, July 23 and 24, August 9 and 10, and Aug.16 and 17. The morning of July 10, we might have to talk about, we might be short a few people so we might want to start a little later. Some of those back to backs, we could cut it off a little earlier too if need be.

Joyce: There is a month in between June 15 and July 9, could we schedule anything there?

B: I'll have to contact my committee some of them have left already. We like this room, could you work out scheduling, our priorities would be this room, on campus and free in that order and we'll get back to you on dates between June 14-15 and July 9-10.