

Negotiations 6/14/2007 1:30 pm
Walter Library 101
Notes by Brad Sigal

Bob Altman: Laura Larson is not able to make it today. Also, Judith had a car accident on the way down. She's fine, but is not able to join us today.

Gladys McKenzie: We're missing Phyllis Walker, Rita McCue, and Tammy Thompson.

Bob: Can we start out with...we've had email exchanges about meeting locations, etc. Aug 16-17 is a bit of a problem now. Let's look to replace those dates. What's tomorrow's location?

Gladys: We have locations for everything except the 28th.

Amina: 28th is here.

Bob: Tomorrow?

Gladys: Boynton tomorrow in W120. We have you in W126, library across the hall until 10 am. Back here on June 28 (Walter Library). July 9-10 Coffey Hall – employer in 198, union in 125. July 23-24 booked for St Paul campus, but looking for rooms on East Bank as alternative. Now it's Coffey Hall 125 for union; 23rd you're in 198 and on 24th you're in 220. Aug 9-10 back to Coffey Hall, union in 125, employer in 220 both days. So we're going to hold Coffey for 23-24 til we find a substitute.

Amina: 24th was available in Walter.

Gladys: lets take Walter for 24th then.

Amina: Walter 101.

Gladys: We have some clarifications and questions for you about your proposals. We're waiting for a response from you to our opening proposal. We have our tuition remission proposal. We want to know when you'll be giving us an economic proposal.

Bob: Let's start with us giving you a response. Some of your questions I may be able to answer, some I may need to get more info. Let's do that at the end and we'll have something to do after we break.

GM: Ok

Bob: One of the things the union made pretty clear at our last session is you're not interested in hearing us say 'union proposal #1, not interested,' 'union proposal #2 – not interested,' etc. So we're going to give you some explanation. It may not meet your needs, but we'll give an explanation.

Why don't we start with the non-wage proposal? The union's first proposal deals with eliminating the pro-rating on the holiday. It's my understanding that often in these situations we try to work out with an employee that they can work the extra hours within the pay period. To provide 8 hrs for an individual that is half time would give that employee a greater holiday benefit than other employees. We pro-rate in the same manner on vacation and want to continue to do the same on holidays, as well.

The next item has to do with a floating holiday on – this is non-TC campus – on TC campus we designate 1 less floating holiday, so that leaves you guys with one day you get to select as a personal day. On outstate campuses you have the same # of days but all the personal days are designated as university floating holidays. There is employee participation in selection of those days, not picked at random in the middle of a week. They pick days that makes sense – day after 4th of July, day after new years...to have a different system for AFSCME employees and others on the campus is problematic – the U is not interested in having 2 different systems of holidays. That's not a place we want to go.

Union proposal #3 is I think, the union is doing a couple things with this. Proposal that we should have a uniform group of family members considered to be immediate family members – consistency is better way of putting what the union is doing. There's a lot of support for that from the U. The problem is we may have a different approach than union. The union's approach would serve to expand members of immediate family. We're looking into this one. Adding siblings to contracts that don't have it, doing 'cohabitor' instead of 'significant other'. I don't want to suggest this is something we're able to do. It's the expansion part that's problematic for us. One of the changes you're proposing is acceptable to us – changing 'significant other' to 'cohabitor' in the Health Care contract.

Union proposal #4 deals with some sick leave, specifically an individual's ability to use sick leave to care for members of immediate family. With FMLA this is unnecessary language, but FMLA is not the same as sick leave. FMLA is requirement to take time off for these leaves, not to use sick leave for it. We've expanded sick leave already to allow it to be used to take care of parents, etc. U does permit sick leave, the provision as it stands now is more expansive. We don't want to change that but we don't want to expand that. There's a cost associated with that, and we've already gone beyond requirements of law and this would be a stretch beyond where we're willing to go.

Union #5, there's a 20 day limitation – it looks like a limitation in the contract. In HC contract it says "additional 20 days" for biological birth, I think also in tech and clerical contract. In all 3 it says 20 day period past when parental leave is used for biological birth. If you have a baby, 6 weeks of pay – 4 sick leave, the first 2 go to any parent...2 week paid parental leave, includes adoptive parents, etc. The additional 20 days is not a limit, if someone is still disabled after 20 days, sick leave is still available...what the 20 days says is that you don't even need to talk to us about the 20 days. Union proposal #4 creates limits. If you're still sick after 20 days you can still use sick leave. I don't think proposal union puts forward is necessary.

Union #6 – emergency closing. Apparently we had the once in a blue moon event at the U, I've only been here 2 years. I think the U has a long history, rarely does it close. 2 or 3 months ago we closed for snow...if individuals want to go home because they're concerned, work it out with their supervisor, use vacation time and go home. But those people do so with a risk – if they do so they use vacation time and if the U closes they still use vacation time. This is the rule for all employees not just AFSCME. This doesn't come up often – we made lead story on news when we closed – doesn't happen very often. We want to be consistent on this one.

PROBATION. UNION's proposal is to eliminate subsequent probation in all the contracts. An individual who has already passed probation at the U and has elected to take another position. We've always viewed the subsequent probation as extension of hiring process to make sure it's a fit for employee and employer. We want that. It enables us to make choices to promote from within. I think this would not be beneficial to the union if the understanding was that if this person isn't working out they stay. That might limit actually our willingness to take a chance on someone who we're not sure if they can do the job. The subsequent probation is very important to this employer. We have rights to some employees that fail subsequent probation who have already passed first probation. So we're not interested in doing that.

The next item deals with the use of students. I think what the UNION is proposing is that work that was given to students. This is not something we negotiate with AFSCME. The U doesn't have a plan in any way to replace AFSCME employees with students, even if it may appear that way at times. We have stats that show the student employees are not growing. I have copies but not enough for everyone.

GM: Is it available electronically?

Bob: Not sure I have it electronically. I'll give you hard copy. Electronic copy early next week. Pass around the GM. Breaks down different college areas you wanted, goes back to 2000...data before that difficult to get ahold of or sketchy. No data before 2000. Not much of a shift in # of students working at the U since 2000.

I was surprised to see union proposal #9. I understand that this is a very important proposal to the union and something that the U is very vehemently opposed to. The U it's very important to select candidates they feel are the best candidate for a job, therefore it's very difficult for us to entertain a proposal on seniority hiring. I can't stress enough how vehemently opposed the U is to pursuing this type of hiring system.

The next item is the trainee positions. My understanding is only appears in Unit 4. What we do on occasion is hire someone who doesn't meet minimum qualifications for that job and tell them they've got up to 9 months to acquire skills or certificates necessary for that job. We do this generally when the market doesn't allow us to find candidate that meets qualifications today. This isn't something we like to do, no strong interest in hiring trainees...kind of lesser of two evils to hire a trainee because we couldn't find someone

with skills and they have to get the skills within certain time, then they move into a regular classification of BU. Having that flexibility if we couldn't find someone with the qualifications for the job is really important to us so we really want to continue the trainee positions.

Union proposal #11 I think is the union's request that when the union believes a position is AFSCME work and we've classified it as non union, the union wants to go to BMS to look at that position. I thought this went beyond scope of what BMS is willing to do. Apparently this issue was addressed with AFSCME regarding One-stop positions. BMS is willing to look at whether a classification is properly placed under PELRA but they're not willing to look at an individual job to see if it's appropriately placed in the right unit under PELRA. SO I think this goes beyond what PELRA focuses on and what BMS is willing to do. We have a similar issue with UEA in Crookston.

Next item is re medical assistants, etc, I'd like to address this later when we do wage proposal, not willing to respond at this time.

Next, Info Tech Specialist 1 and 2, a mini-ladder within that class. I talked to our comp dept and had fairly long discussion about this, they've looked at it in the past and they don't see a distinguishable way to see 2 levels of work. So that isn't something we'd want to do, we don't see 2 levels of work to warrant specialist 1 and 2. This also addresses union proposal 16 and 17 which are to negotiate wages.

Union 18 is a proposal dealing with participants in different steps of grievance process. One, we want to have people closest to issue at hands participating in grievance. Elevating quickly to higher level is something we don't think is a good idea. It's also important to us and we don't think it's appropriate for union to be suggesting changes to who the U picks to represent them in these meetings. We'd like to stay with same language we have now.

Union 19 is a proposal for clerical and tech as I understand it. You want to extend investigation period from 24 to 48 hours.

GM: This doesn't apply to unit 4 because they don't have language.

Bob: You want a 48 hours investigatory period for all three.

GM: Notice.

Bob: Yes. We want these to take place right away as soon as possible. Occasionally it doesn't work and contract deals with that. Best dealt with immediately. 24 hours has worked well at least from our perspective. The HC contract doesn't have language regarding investigation meeting. Process working. We need to investigate under the law. We have flexibility w/language not being there, and we want to maintain. Last time this was also a request and we continue to want that flexibility. I understand that we have this in clerical and technical and it doesn't help us, not interested in expanding.

GM: What do you mean by flexibility

Bob: Notice requirements in this provision. We don't have to provide those notices in HC contract, providing notice to the union.

GM: Are those the key to what you describe as the flexibility

Bob: We have flexibility about how to conduct investigatory meeting without having this to limit us. 48 hours, notice to union, notice in writing, notifying employee of right to union representation. You want this but the specificity doesn't help the employer, we think the process is working fine the way it is.

The next proposal is to add the language to the health care contract that exists for clerical and tech which gives the president of union 50% time paid by employer to conduct duties of president. Those units are considerably larger. I understand you said it's a lot of work. This is a very generous benefit and not one the U is interested in expanding. In past we've proposed decreasing this we didn't propose that this time but that doesn't mean we want to increase president's time.

Next is labor-mgmt committee. My understanding is that labor mgmt committee hasn't met for 4 years?

GM: Give or take a few days.

Bob: Is there an interest in getting this going again?

GM: As you probably know there's an interest in the campuses outside the TC to be equally recognized in the contract, so I think it goes to that more than anything. If the language is going to be there they want to be included.

Bob: If you look at the lang, it also talks about, that each campus can form their own committee. So Duluth would participate in a Duluth cmte. Let's take a look.

If this cmte was up and running and Duluth wants to participate...I'm uncomfortable because our Duluth rep isn't here today. I wanted to know if there's an interest in reviving the cmte. Seems like interest is to put Duluth on equal footing more than interest in reviving cmte at this time.

Gladys McKenzie: Right. If we're gonna have and AFSCME-University labor-mgmt committee we want it...

Bob: But that's not the snag that's keeping us from meeting at this point....

Gladys McKenzie: I'd say that's right

Bob: I think that goes a long way toward looking at #23 which is to establish LMC's on other campuses. I think the language already talks about forming LMCs on other campuses, don't need new language for that. We encourage these committees, I was intrigued to see this proposal. I think union #23 can already take place, current language does talk about establishing LMCs.

The last proposal on non-wage items is to allow an individual to bump to a greater % appointment. Currently the contract does permit this to a limited degree. We allow bumping within your definition for layoff. Could be 50-74%, so somebody at 50% could bump somebody with greater % appointment within same definition of layoff. Bumping is very disruptive. Expanding bumping rights is something we don't like because somebody is displaced. Always somebody unhappy with a layoff, with bumping several people unhappy. It is quite disruptive it's something we have not wanted to expand.

Gladys McKenzie: I think we'd tell you the layoff is disruptive.

Bob: Not trying to diminish that at all. I haven't seen the tuition remission, I know we're gonna get it, we'll talk about it at a different time.

WAGE PROPOSALS

Bob: The first time there is for 12 month appts to receive paychecks over 12 months instead of 9. We have looked into this in the past, and can be very problematic with employees paid based on hours work as opposed to salary. Period of time could take place when person isn't working, so then those periodic payments go out of kilter if employee doesn't work during some of that time, that's the downfall of doing this. I assume overtime could also complicate it as well.

Union #2, I think I know what you're referring to Gladys on the MOUs. My understanding is June 2006 several sign language interpreters...was that there were in range adjustments on Twin Cities campus, is this what you're referring to

Joyce: Yes

Bob: I got copies of those letters. There wasn't a formal MOU; this was done through in range adjustment process, always done away from bargaining table.

Joyce: Each in range was essentially MOU that had to be voted on by members. Employer didn't want to use word...based on skill level, we're proposing that be expanded, recognize training level of other sign language interpreters in tech contract.

Bob: I got the letters the language specifically says this agreement shall not be referenced in any future negotiation, etc. When this was reached the idea was to not use as basis for negotiations.

Joyce: We're not referring to it. We're proposing something similar. We're proposing skill based 'lane change'.

Bob: I think if there are certain individuals in Duluth that the union thinks are not paid at correct level, deal with it away from bargaining table in in-range process. The U is not interested at this time in making an adjustment to the salaries of the sign language interpreters in Duluth.

Gladys McKenzie: Can you talk about why? This is because our proposal is drawn from the earlier MOU's?

Bob: I think it's trying to suggest we should do this because we did it before. The union could have said sign language interpreters in Duluth....I don't want to do a form over substance argument here...the proposal could have been done differently but we'd still say no. Expanding the pay rate for those folks is not something we're interested in.

Union #3 – duties of vacated position assigned to another employee, augment person doing work. Often times work distributed in way that we're not going to make temp or permanent assignments or augmentations for that. Often when someone leaves we figure out how to do work with less people, could be we're avoiding a layoff. If people's workload makes them work over 8 hours they get compensated for that. We're not interested in paying more because the work is distributed differently than before.

Shift differential – I think the next few props are getting close to what we might see in a wage proposal from the employer, so I can't give much of a substantive response at this time. You asked about employer wage and insurance proposal. I haven't had time to check if the U is going to put forward an insurance proposal with the help of Dan Chapman. Unlikely we'll have insurance proposal on July 28th, but will have wage proposal then.

Gladys McKenzie: It would behoove both of us to have our full proposals on table before contract expires, so if we can work toward that...

Bob: I am working toward that. I have no interest in making process slower. But some things may make comprehensive insurance proposal difficult on 28th.

Gladys McKenzie: We'd like the U to understand that it would be a sign of respect to our membership to get these proposals out before expiration date.

Bob: No disrespect meant. For you or Teamsters. This is such an important issue for employees, for me. Insurance impacts me, everyone on our committee. We have to do thorough job on proposals and impact.

Gladys McKenzie: Is part of the thoroughness discussions that are still going on in the Benefits Advisory Committee (BAC), info coming into BAC...

Bob: I think all those parties are involved. They have great deal of input into what our proposal will be. A lot of people help with a proposal this important. I apologize we don't have it and will get it to you when we have info.

Let me just make sure I haven't skipped something. The rest deal with wages, which are tightly knit to what we'll be proposing on wages. So that's all.

Gladys McKenzie: We have our tuition remission proposal for you.

Gladys McKenzie: Tuition remission. Everyone in room knows president has been asked to look at tuition remission and there's a process in which that's occurring. We have patterned our proposal off the senate resolution on tuition remission with a couple minor changes. I'll read it for you.

[explains differences between our proposal and Senate version]

Gladys McKenzie: Bob, in turning to your proposals what we're looking for primarily is clarification from you.

You gave us a proposal across all 3 contracts to go from 14 days notice for union leave in excess of one day, to go from 14 to 30 days. We're curious to know why this need arises, where this comes from, what the problems have been.

Bob: I think there have been some problems in backup process, especially when people will be gone longer time. To make sure we adequately fill vacancy or void by person on leave. We require longer notice for vacation for same reason, these can be longer than vacation, that's why we've asked for notice period.

Gladys McKenzie: Can you tell us where problems have occurred?

Bob: Not off top of head but I'll see if I can find them.

Gladys McKenzie: On the seniority appendices, C and D in clerical and tech, E on health care contract, you won't be able to respond right now. We would like to see detailed listing of new seniority listings. Helpful to us if we could have a sense of how many of our members are in each of these units. I'm not sure if we're even aware of all the change and shrinking and growth of collegiate administrative units, and they do affect people's bumping, etc. It would be good to understand the U's structure, who falls where, and our people in those. Helpful to have clerical, tech and health care broken out too. We're aware that there are some administrative units created either during period of last contract or since. We want to be clear about those reporting relationships and where they fall. And it might help us produce a contract with accurate info.

Bob: I was a little uncomfortable, we dealt with in drafting process, didn't want it forgotten about.

Gladys McKenzie: Most of your substantive proposals in health care contract. Proposal 2 we feel we need more info about why you are bringing that proposal, what the employer is looking to achieve with that. And this is the proposal about 75%.

Bob: I think we can live with language as is. Reason language is here is to prevent someone unwittingly losing their health insurance (gives example). We eliminate an option with that language, language isn't particularly problematic but doesn't serve anybody's purpose well. That's why we proposed it. Not in-depth thought on this one, somebody brought it to my attention and it made sense.

Then proposal 3, our understanding of this, about parental leave, is it would allow an employee to commence their leave sooner. Is that how you see your proposal?

Bob: what I think was happening was people were having to wait longer to request. They might have known 5 months into their employment but the language says you can't request until 9 months. Just to change limitation on when you request it. Take a look at the other contracts...I think it's like this – you can request it whenever you want but can't take it until you've been here 9 months.

Then on #5. First of all in last sentence of paragraph 2, I assume these are typos, it should say change and affect.

Bob: We never caught those.

Amina: It's right in the contract.

Bob: So we should change it. [Change "chance" to "change" and "effort" to "effect".] Disregard that, contract is correct.

Gladys McKenzie: the change you want is that the employer would no longer have to inform....was this flagged for a particular reason?

Bob: I think it was missed in hiring process, no grievances on it. When a new employee is hired, new info thrown at them, required to tell them about procedure. We don't want to keep anything from anyone, but not in normal hiring process would you go through this. Might have been put in contract to address a problem, we don't see a problem. We could miss it and nobody would notice it, just seems strange.

Gladys McKenzie: no opposition to getting this info out then?

Bob: No, I think we post it. If this went through we'd have to change the next sentence.

Gladys McKenzie: Do you know how often the actual posting is happening?

Bob: I would think once, unless we're changing assignment procedure. It gets put up and stays there. If there's an issue there let me know, it just seems like a goofy thing to tell to a new employee, assignment change procedures.

Gladys McKenzie: Proposal 6 – layoff and recall on Health Care. This to us seems like quite a major change that you're looking for. You did talk about 1 situation in school of Dentistry when a unit was closing down. Were there other situations or does this arise mainly from that?

Bob: Mainly from that, doesn't mean there aren't other situations. Language appeared problematic in Dental School. If first person got 21 days, the others got very little time to assess info from the employee prior to them. Gives more time to other employees by taking time away from first employee. Down to 9 days, which still gives them time. Purpose to make sure nobody put behind 8 ball. If there's another way of accomplishing that we're certainly interested in talking about it.

Gladys McKenzie: that's it for us this afternoon. And I think that info will be helpful to us in putting together a response.

Bob: Did we go through all items on your agenda Gladys?

Gladys McKenzie: Yes.

Bob: Will you get back to us today or in the morning?

Gladys McKenzie: My thought is that we will need some time in the morning as well.

Bob: So we're probably not going to get together the rest of today.

Gladys McKenzie: Right

Bob: What time to get together at Boynton (tomorrow)?

Gladys McKenzie: How about if we talk as committee and I'll give you a call.

SESSION ENDS AT 2:58 PM.