

IBB Bargaining Meeting Notes
December 1, 2011

Participants: Darlene Andert, Steve Belcher, Lucero Carvajal, Lois Christensen, Beth Elliott, Joan Glacken (note taker), Madeline Holzem, Maddy Isaacs, Sue Putman (observer), Hudson Rogers, David Vazquez (facilitator).

Steve distributed a copy of the IBB Team Ground Rules that were “thumbed up” (adopted) at the November 28, 2011 meeting. He informed the Team that the meeting notes for the November 28th meeting were not ready for review. He also distributed a document reflecting the Issues and Brainstorm items for Article 20 that had been identified by the Team during the November 28th meeting.

Maddy suggested we identify future IBB meeting dates before continuing our brainstorming discussions. As a result the following meetings dates and times were agreed to by the Team.

Day	Date	Time	Location*
Thursday	January 19, 2012	1:30 pm – 4:00 pm	AB5 210
Friday	January 20, 2012	1:00 pm – 4:00 pm	AB5 309
Thursday	January 26, 2012	9:00 am – 11:00 am	AB5 309
Monday	January 30, 2012	9:00 am – 11:00 am	AB5 309
Thursday	February 2, 2012	1:00 pm – 4:00 pm	AB5 210

*Note: the Location was added after the meeting and was not part of the discussion at the December 1, 2011 meeting as it was determined after the meeting. The location is included here for information only.

Maddy indicated that the next category of brainstorm items should address timeline issues particularly as they relate to the Informal Resolution (IR) process. She said that the IR decision timeline is an issue for UFF. She said that if UFF does not receive a decision by the deadline, then UFF must continue to fight for the faculty member. She said that if UFF misses a deadline the faculty member, or UFF if on a grievance over a union right, loses rights because the deadline was not met. She asserted that if management does not meet timelines, then nothing is lost. Therefore, there are no incentives for management to meet timelines. Steve said that under current language if a matter is not resolved at IR within thirty (30) days the faculty member has the right to file a formal grievance. He also noted that in Step 2, if management misses the deadline for providing a decision, there is a penalty for management in that UFF may file at Step 3. He said that management has never failed to provide a decision before the deadline, but that if that happened, the grievance may move to the next step without the University having its decision on record. Maddy said that is not an even balance. Steve disagreed saying he has a different perspective on the issue of timelines.

Maddy said that the gravity of situation may require flexibility of timelines. She said there should be flexibility in filing that should be different from the decision by management to move the grievance to the next step. She said that presently a Step 1 must be filed within seven (7) days of the IR decision. She said that in some cases there is not enough time to file from IR to Step 1 or from Step 1 to Step 2. Darlene suggested considering extending the timeline for filing by non-union members since they may not be as knowledgeable about the contract and that education should be offered regarding timelines. She also suggested extending the suggested 60 days for filing an IR to 180 days. Maddy said that David Steckler had suggested that most contracts contain language that if a timeline is missed the University

43 can still hear the grievance without prejudice. Maddy said the University should not use minor
44 formalities to prevent getting to the substance of a matter that a faculty member is attempting to
45 grieve. She said that the University should not use small procedural issues to defeat a grievance. Lucero
46 referred to Article 20.14.B which states that the University may refuse to consider a grievance not filed
47 or processed in accordance with the article and suggested it could be stated in a positive manner.
48

49 Maddy said that by requiring the IR step to include the requirement of identifying the relevant
50 provisions of the Agreement that are at issue we have pushed IR to a formal process. She also raised the
51 question of the management's unwillingness to consider an extension to the time for filing an IR.
52 Darlene suggested seeking a more collaborative way to reach resolution without the loss of faculty
53 rights and that is more informal and keeps it at that lower level. Hudson pointed out that Article 20.1.B
54 encourages open communication in order to resolve concerns and issues at the lowest level possible.
55 He also noted that 20.2.F also states that an IR can include discussions with the involved parties,
56 supervisors, Deans and Directors as may be appropriate, including the Conflict Management System.
57 Maddy said that we also need language that holds administration to good faith that is equal to faculty.
58

59 Steve pointed out that some IR issues may be a real stretch as to whether there has been a violation of
60 the agreement. He said that while the matter might be an issue for the faculty member it might not be
61 covered by the contract and not subject to the IR process. He suggested that we could consider moving
62 the IR process back into the Step 1 process so that the faculty file for a Step I grievance and the IR is
63 dealt with prior to the formal grievance hearing. Maddy said we need to create an incentive to use good
64 faith efforts prior to having to file a grievance. Hudson said that at some point in time a person has to
65 use the language in the agreement. He said that if there is an alleged violation of the agreement the
66 matter needs to be brought forward and at some point a person has to "place a stake in the ground."
67 The CBA has language now that allows faculty to address concerns. It is just that faculty are not using
68 the language and now we are talking about adding more language.
69

70 The following list reflects brainstorming items that were discussed and listed on the board during the
71 meeting:
72

73 **Brainstorm: Formality**
74

- 75 • Create conditions for resolution without loss of rights that remains at the informal level (lower level).
- 76 • Seek more collaborative methods of resolution
- 77 • Remove current IR process from contract
- 78 • Coordinate resources used to resolve issues
- 79 • Utilize provision in contract in 20.2.F
- 80 • Some language that holds administration accountable to good faith equal to faculty
- 81 • Some way to recognize issues outside of contract
- 82 • Flow-chart that allows everyone to follow the timeline/process
83

84 **Brainstorm: IR Required to Grievance**

- 85 • Create a different kind of pre-grievance process or opportunity
- 86 • Eliminate current IR process – go straight to grievance
- 87 • Create incentive to give people more time to resolve issue informally before going to grievance
- 88 • Keep current language
- 89 • Extend time for IR process
- 90 • Ability to file an IR without identifying articles violated
- 91 • IR without representation but presence of UFF

92
93 Maddy suggested that we move to brainstorming on Chapter Grievance. She said that UFF will be
94 removing its waiver of the current limitation of UFF rights to filing chapter grievances. Steve said that it
95 sounded like a declaration. Maddy said that it is what it is and that the waiver will be removed. She said
96 that if there are other ways to approach it then management is welcomed to make a suggestion. Steve
97 asked how Chapter Grievance would work. He said that currently the UFF is involved as a representative
98 of a faculty except in cases where the UFF filed on behalf of the UFF.
99

100 Maddy said that if the contract itself was violated, for example, if the Provost were to create an edict
101 that affects terms and conditions which affect faculty then the UFF would have the right to file a
102 grievance. Steve asked, when you say an edict what do you mean? Maddy said that if the Provost were
103 to declare something about the promotion process not specified in the contract then that would be an
104 example. Steve asked, what if the faculty are fine with it, how do you resolve the matter? Maddy said
105 that faculty may not want to identify that they are not fine with it. She said that right now the UFF can
106 "impact bargain." However, chapter grievance says that both parties are accountable to the contract.
107 She said that under chapter grievance the UFF gets to call management on violations of the CBA and not
108 just to bargain the impact of management actions.
109

110 Maddy said that when the UFF heard that Academic Affairs was interfering with the development of
111 promotion documents, the UFF filed for IR which was denied and it was said that the UFF had no
112 standing. When UFF officers filed individual faculty members for the same issue, the IR was heard. She
113 said that it was filed both ways and that is a good example of the need for chapter grievance.
114

115 She said that the UFF's filing of conflict of interest violations represent another example. She said that
116 impact bargaining is related to something such as a policy that affects the contract, while the other,
117 chapter grievance, is related to a violation of the agreement. Maddy said that we have in the agreement
118 legacy language and the UFF did not bargain that language. She said that it was President Merwin's idea
119 that we go to IBB and use consultation, but things have changed and times are different and the UFF
120 needs to address legacy language.
121

122 Hudson said that alleged conflict of interest allegations may not be factual. University may disavow that
123 there is any violation or conflict of interest as it has in all instances taken certain steps to look after
124 rights of faculty as enshrined in the contract. He said that from what he is hearing, it seems that we are
125 getting on a "slippery slope." He said that we are either doing IBB or positional bargaining. He said that
126 the CBA is replete with waivers of management rights and we need to carefully consider what we are
127 saying or asking for prior to going down that road. Steve said that based on the example offered, and
128 given the pronouncement made on behalf of the UFF is there something that the UFF is seeking. Steve
129 said that he was hearing a very positional statement coming from the UFF. Maddy said that it was not
130 her intention to be positional or to make a pronouncement. She said that she was intending her
131 statement to be part of the brainstorming on Chapter Grievance.
132

133 David Vazquez asked, what if UFF has a concern with scheduling and that concern is different to what
134 the faculty voluntarily requested. Maddy said that occurs all the time. David said that there could be
135 some collateral damage that results in a negative effect on faculty. He said that if there is a grievance
136 faculty should be in agreement with the grievance if they are being named in the grievance. Maddy said
137 that the UFF makes those decisions all the time. She said that if the UFF grieves something it affects a
138 faculty member who is benefitting from such an issue. She said that in the case of conflict of interest it
139 is the very nature of the violation that other people are not going to step up and file even though they

140 are affected. She asked how do you address this kind of concern when others cannot step forward? She
141 said that there are a number of those cases on campus where faculty do not step forward. Maddy
142 stated that in a case where it is happening, and in many cases, the UFF needs to be able to implement
143 and protect the contract.

144
145 Hudson said that he was concerned that concerns or mere allegations were being spoken about as
146 though they were facts. He said that saying something over and over does not make it fact and he
147 wanted to make that clear. He said that someone making an allegation does not make it a fact. He said
148 that it can become fact after a finding. He noted that the University disavows that we had conflict of
149 interest issues. He said that management is very careful about assignments in regard to conflict of
150 interest and is careful to address issues if and when they arise. He stated that he recognizes that not
151 everyone might agree with management's approach but conflict of interest must also be addressed in
152 terms of the rights of individual faculty members under the contract. The Team moved to
153 brainstorming about the interest of chapter grievance.

154
155 **Brainstorm: Chapter Grievance**

- 156 • UFF removal of waiver of right to represent contract
- 157 • Union leadership may stand instead as the grievant
- 158 • Define parameters where UFF leadership standing in lieu of affected grievant

159
160 As the meeting time was nearing the scheduled end, Maddy asked if Steve could send out the notes
161 related to the brainstorming ideas so that the Team could consider the ideas prior to the next meeting
162 date. Steve said that he would consolidate the ideas from the brain storming sessions for the last two
163 dates and send it to the Team using a PDF format. David Vazquez said that it would facilitate starting
164 the idea evaluation process at the next meeting. Maddy said that having the list would allow the Team
165 to review the items and it would also provide one more opportunity to brainstorm ahead of the
166 evaluation process. Steve said that he will make sure to add line number to the brain storming sheet(s)
167 he will circulate. Maddy said that she would like the next meeting to start with a review of notes
168 following with brainstorming before moving into the evaluation process.

169
170 Next meeting is scheduled for Thursday, January 19, 2012 from 1:30 – 4:00.

171
172 The UFF team will facilitate the January 19th meeting.

173
174 Adjourned at 3:50 p.m.

175
176

177 The following information reflects the brainstorm items that were listed on the board during the last three
178 meetings ending on December 1, 2011:

179
180 **Issues:**

- 181 • Timeline
- 182 • Formality
- 183 • IR required to go to grievance
- 184 • Chapter Grievance

185
186 **Brainstorm: Items from 11-28-11 IBB Meeting**

- 187 • 60 days
- 188 • Abolish IR & go straight to grievance.
- 189 • Extend time to 45 or 60 days?
- 190 • Change the process
- 191 • Define “should have known”.
- 192 • When in doubt, send it in.
- 193 • Bifurcate IR – 1st 30 days - try to resolve it – 2nd 30 days – formally file IR.
- 194 • End of term - For 9 month faculty, list days that are counted
- 195 • Identify contract days instead of calendar days.

196
197 **Brainstorm: Timeline**

- 198 • Implications/consequences of timing in providing decisions
- 199 • Gravity of situation leads toward flex in timelines. Accelerate or extend
- 200 • From “decision to filing” allow flex in timelines, for example – 7 days
- 201 • Educate non-members
- 202 • Refine 20.14.B
- 203 • 180 day timelines
- 204 • Time extension be granted prior to IR deadline

205
206 **Brainstorm: Formality**

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- 208 • Create conditions for resolution without loss of rights that remains at the informal level (lower
- 209 level).
- 210 • Seek more collaborative methods of resolution
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