

NEGOTIATIONS NOTES
AUGUST 9, 2007
4:00 PM SESSION

Bob A: We're going to need to take the extras back with us. Before we get started, I apologize for the delay. I said it wouldn't take too long barring tech problems – we had a memory stick go bad & lost it at the point of proofing. Apologize for that.

[passed out copies of University's proposals for all units]

BA: First group of proposals...reached agreement with clericals on 1a and 1c, with 1b still discussion on where we move that paragraph.

Number 2 agreed to.

Number 3 I think was our language cleanup on the wages and I understand the union proposal on this, you'll see ours shortly.

Number 4 will be a change, not only for clerical, but the same change on each of our proposals. Deals with the notice req. for taking union leave. We said we'd get info to you on this, and the libraries is the area that has some considerable union leave issues. And they've found it very difficult when replacing people for extended periods of time, so it's the longer leaves that have posed problem for university. So we've modified our proposal to continue with the 14 day notice requirement when the leave request is 2-5 days. 1 day the language currently reads that the request should be as soon as possible, we left that alone. 2-5 days, we continue with 14 days, and a request in excess of 5 days we'd like 30 days notice, similar to vacations. When we have to replace a position for a temp period of time it often takes quite a bit of time to do that.

Number 5 also covered in wage proposal.

Number 6 is comprehensive insurance proposal.

Number 7 list of changes in admin units, can be done in drafting process. We'll get sheet to you, give heads up as soon as we've got it.

On Technical, the 1st proposal is to remove some classifications that currently don't have incumbents, we'd still like to do that.

We've agreed on #2 and 3.

4 relates to wages

5 once again is the same notice language for taking union leave.

6 is covered with wage proposal.

7 is the insurance piece

8 is the same thing with the seniority units.

9 is editorial changes.

Health care, we've made some changes.

First is classes we don't believe we have incumbents in. We would not be asking to remove a classification that has incumbents in it.

Number 2 we're going to drop. That's that employee has right to reduce more than 75%.

Number 3 is agreed to

Number 4 once again - same proposal on union leave notice.

Number 5 we're going to drop the proposal

Number 6 we're also dropping – time frame for layoff

Number 7 and 8 agreed to

9 and 10 wages

11 in insurance proposal

12 is to provide list of changes (editorial)

We now move to union's language issues.

1 and 2 have been dropped.

3 is change in employer position for union 4 and 7. What we have done is try to make the units more similar by adding language that makes them more in common. That is to add a registered same sex domestic partner to unit 4, add siblings, remove sig. other from 4 and put in term cohabitor. Phrase in unit 4 doesn't make sense any more, that must be living in same household. That's to reflect the current lifestyles that people might actually have spouses in 2 different locations due to work.

For unit 7 we added siblings to that group.

Union proposal 4 dropped.

Union proposal 5 has been dropped

Union proposal 6 regarding emergency closures, I said I'd check into it to make sure nothing has changed since the snow emergency, and there is no change to the policy, and we're not proposing any

Union proposal 7 no subsequent proposal – no

Union proposal 8 re students – we don't think that's a negotiable item, we have right to hire the students.

Number 9 – seniority hire – no

10 – This was the proposal to get rid of trainee positions, and I think one of the things brought to our attention has to do with the probationary period for the trainee positions – **we are proposing to modify the probationary period that the trainees have.** [reads proposed language] - so once you've moved out of being a trainee, instead of 6 month you'd serve 4 month probation if you've been in training period for 3 months or longer.

Number 11 – is to bring some of our class disputes to Bureau of Mediation Services, I don't think that's something Bureau of Mediation Services is doing and is not something we're interested in pursuing.

Number 12, 13 and 14 I believe these relate to the CMA, and I know the union's proposal on that is to match the salaries. We think the position of the employer is no, when the CMA changed to MA there was not a reduction in pay at that point. Returning it to CMA would not justify and increase in salary, so the employer position is no on that one.

Numbers 15, 16 and 17 – info tech specialist – I think we have a meeting set up next week to talk about this. I don't think we need an MOU on this – we've expressed willingness to meet and talk about this, I don't think an MOU is necessary.

Number 18 deals with the management personnel that participate at the different levels of grievance process – no

19 and 20 dropped

Presidential leave for health care unit is no

22 was dropped

23 has been dropped

24 regarding the bumping to higher percentage – the employer response is no

Regarding the MOU on tuition remission, this, like the regent's scholarship, we haven't negotiated the regents scholarship either, there's a policy that applies. I assure you that if there's a policy made for tuition for dependents that AFSCME will be part of that policy, but we don't see putting an MOU in the contract about that.

Regarding the employer insurance proposal, we've agreed on the generic co-pay #1, we've agreed on dental open enrollment #2

We're maintaining our position on dental out of pocket max.

We've agreed on #4 which is the commencement of medical insurance date

5 and 6 we're keeping those, the union has said no but we're keeping

#7, the ex-spouse issue, we'd like to tie that to #11. You've made it clear that's a no go for this group, we'd drop the #11 if the union agrees to the ex-spouse.

#8 is the dependent status – **agreed to**

#9 is short and long term disability – we're dropping this proposal, this interests the university, but we don't think we have the details to put it in the contract at this time, so **we drop that proposal.**

#10 with regard to health clubs, Dann help me out if I misspeak. This is part of our wellness program and **I think we have an agreement in concept.** Like I think in Dann's presentation when we last got together, some flexibility in language is necessary on this, **we wouldn't anticipate putting the health club discount in the contract** but this is certainly something the employer plans to provide.

With regard to the union's insurance issues, we've talked about the health clubs, union #1.

Union proposal #2 is the cap on the premiums, that's not something we can do

#3 is the rollback of the out of pocket max, and that's also not something we can do

4 dropped

5 dental max, still \$1500 in our proposal

Regarding wages, I think the discussion went well on the 9 over 12 and I think you got the support of the university to do what it takes to communicate to employees to set up a separate bank acct, I don't think an MOU is the place to do this.

Sign language interpreters, I don't think an MOU is the way, if people wish to bring this up at meetings with her she's willing to entertain disc on this topic.

Augmentations – no

Shift differential increase – no

Same with on call pay and uniforms.

The union has asked that we remove language in proposal 7 regarding tech step progression, that's not language we wish to remove.

#8 is the union wage proposal, which has not changed and we will respond with our new wage proposal.

With regard to medical assistance

The university is raising Unit 4 wage proposal to 1.75% for the first year and also 1.75% the second year

For unit 6 and 7, our proposal is 1.5% in each year.

No other change on the wages.

GM: I have a question regarding letters and MOU's. We're here negotiating on health club and insurance issues, we've agreed, but I have a problem then that we end up with out anything in the contract.

BA: The MOU items?

GM: You don't want language in the contract that says we've reached this agreement – we want language – we're not here as though we're at a meet and confer, we're here negotiating and if we reach agreement we'd like that reflected in contract.

BA: We're explaining to you that we're planning to utilize health club discounts as part of our wellness program, so any contract language would need to be flexible. We don't talk about other parts of the wellness program in the contract. We're planning to continue that but it doesn't need to be in the contract.

GM: You haven't sat down and negotiated the wellness program with us either. And I'm not understanding the hesitancy to do letters, these are things we've talked about at the table that we'd like to be in some way documented in the contract.

BA: You're referring to commitment to continue discussion on tech specialist, the 9 over 12 – are those examples of what you're talking about?

GM: Yes. There were a number of places you talked about not wanting to do that.

BA – Ok, I understand your position.

GM: We're not looking for every "I" dotted and "T" crossed but we want some documentation that these discussions took place.

Thank you and we'll have a response to you in probably a half hour.

[FINISHED THIS SESSION AT 6:10ISH]

NEGOTIATIONS

August 9, 2007

8:46 pm SESSION

BA: The mediators suggested that not our whole committee come – we mean no disrespect that not everybody is here from our committee – it was the mediator's suggestion.

GM: So we've got a full response to you, beginning with the union language proposals. We can agree to add sibling to tech and sibling and same sex domestic partner to health care and tech. but can't agree to cohabiter, and continue proposal to add grandchildren to our contract.

Union 6, the emergency campus closings, we very reluctantly drop this proposal. We feel that the university needs a consistent practice, and again with the events of last week [35W bridge collapse] we have problems throughout the workplace with uneven policy, some people getting paid, some getting paid part of the day, being let go at different times, and this is as we said, a safety issue for us in many of these circumstances.

BA: Gladys – the closing last week is the bridge event?

GM: Yes. We're continuing our proposal to eliminate subsequent probation. This has been a significant proposal for the union for years and years. The university continues to be one of the few employers that believe people have to do a new probation every time they change jobs. We think you should have more faith in your supervisors and in the staff that work for the University.

We're continuing union #8. This has to do with student employment. We think this is an issue for the negotiating table. We have a recognition article, this is our work, and we are seeing it over years go to students. This is something the university should be concerned about. These are jobs that should be done by full time staff, and we continue that proposal.

Union #9 we are also continuing. This is our proposal for internal hiring, and again this is about respect for the people that you have already hired and their advancement within the institution.

Union #10 we're going to continue our proposal as we presented it to you earlier today. I want to talk about this one a little bit. We have a situation where the university is hiring completely qualified people except that they don't have certification, which isn't required by the estate. I'm talking about dental assistants primarily. People walking into a job fully able to perform the job but don't have certification. They get certification in short period of time; we don't think the university should be maintaining people in a position in a training status for 9 months and then turn around and make that person who as been working that job successfully for that time, perform a probation for 4 or 6 months. If the individual has been in the position for 4 months, the university should require another 2 months. What you have proposed is for the university to have someone in a probationary status basically for 13 months, and we have a problem with that.

BA: Can you explain that?

GM: The probation is a quasi-probationary status.

BA: Ok, 9 months as trainee then 4 months probation.

GM: We think this is ripe for abuse. One of our committee people said this person has proven themselves in the job, get along with coworkers, for 3 to 9 months, then the university wants to turn around and make them prove those same things all over again. And this has been abused, and we want that to stop. The trainee position was supposed to be for the u to hire individuals because there was a problem with the job market. It was never supposed to be used the way it's being used.

BA: Can you go back – the probationary period is one that would combine the training period with any months short of 6 months – 6 months probation combined with training. So a 9 month trainee when they took the position would not need probation.

GM: With our proposal a trainee would not last more than 6 months. We would agree to a 6 month training for people that need the AAMOS certification, actually its not a certification, I misspoke. The training that goes along with the AAMOS. That's a very limited number of people who work in oral surgery in the school of dentistry.

Any other questions on that one Bob?

BA: No.

GM: Union #11, while we feel that there's a need to figure out how we resolve disputes of this nature, and would like to talk further about that, **we are dropping this proposal.**

Union 15, 16 and 17 we continue to want a letter related to this discussion.

Union 18, we'll stay with our proposal.

Union 21 we're also staying with that proposal.

Do you have a question on 18?

BA: I think it's actually on union 15, 16 and 17. I assume you use MOU and letter as synonymous, right?

GM: No, they're different.

BA: An MOU would be in the contract?

GM: Both would be in the contract, every contract we've had has had both.

BA: You used MOU and letter in this proposal.

GM: That's my mistake.

Joyce: Actually it's my mistake. We want a letter that we had the discussion and that we will have the discussion after.

BA: A letter goes into the contract, and an MOU goes into the contract? What's the difference?

GM: I don't know that there's a lot of difference. The MOU describes in a bit more detail what the parties are trying to accomplish. A letter would be more of a documentation that we've agreed to have a discussion, but I don't think it would spell it out in as much detail.

BA: And that's what you intend on the IT?

GM: Yes. And Bob, what I suggestion is maybe we could draft something so you have a better idea what we're talking about, on the things we've talked about a letter. We can then see if it's something you'd like to sign.

Union 21, which is the 50% president / chief steward leave for 3260, we will continue.

Union 24 we will drop.

Union 25 we would add to the list of things we want in the letter.

And there are other things of this nature in our contract – we have the MOU on alternatives to layoff, the severance program. We have Regents Scholarship in our contract. So this isn't a new notion.

And then on your language proposals, clerical contract first:

As we said we have agreement on 1A and 1C. We keep coming back to where 1B should be in the contract, and do you have a...

BA: We have a counter on that we'll present in a few minutes.

GM: We continue to say no to your proposal 4.

5 and 6 are about wages and insurance.

We can agree to wait for the list on Collegiate Administrative Units in the drafting process.

And then moving to the technical contract, we want to keep these classes. We have run into situations in other contracts where we have eliminated a classification and then the work reappears and we have a bit of a nightmare in terms of getting a classification reconstituted. This is work that the u has needed in the past and has been in our bargaining unit, so we want to hang onto these classes.

Number 5 we are continuing to say no to. And as with the clerical contract, we'll wait for the list of the Collegiate Administrative Units in the drafting process.

Health care, the senior nursing assistants is a promotional path, we want to hang onto that, there are nursing assistants still in the bargaining unit. We're looking at the other classification and we'll be able to talk about that further.

Number 4 we can't agree to. And as with the other 2 contracts, we can wait for the description of the work units as part of the drafting process.

INSURANCE

We strongly believe that we need language on the health club incentive in our contract. This is a proposal that we both had on the table, talked about it here, we've negotiated it, we need that reflected in the contract.

We also wanted to point out that this is tied to the base plan and that is something that we negotiate.

Union insurance 2, which is our proposal to cap what our members pay in the base plan in Health partners, we continue.

As we do the rollback on the out of pocket max for prescription drugs. The university has reduced the generic co-pays and it seems that it would follow that the out of pocket maximum would be reduced.

We dropped union 4 earlier.

Union 5, we would agree to drop our proposal to cap dental at \$2000, and agree to your proposal to cap dental at \$1500, provided that you would drop your proposal 11 on the contraceptives.

Union 6 we dropped earlier.

Our response to the employer's insurance proposals, we already have agreement on 1 and 2.

I just spoke to number 3.

I believe we already accepted number 4.

We haven't changed our position on 5 and 6.

We are continuing at this point to say no to cobra benefits for ex-spouses, though we're looking at it.

We have TA on student status request.

You have dropped employer 9.

Again, we've deal with 10 and 11.

And have agreement on 12, and will have agreement I'm sure on 15.

DANN: Can I ask one question on that section before we move on? You mentioned in your proposal #1 that you thought it was tied to the base plan. And I don't really understand that connection. The fitness center incentive would be provided for U plan members regardless what plan they're in.

GM: Maybe we're misunderstanding it.

Got it. The issue is that we see it being administered through the plans and not through the wellness program. So it may not be a base plan issue as much as it's not simply a creature of the wellness program.

Dann: I understand the point.

GM: OUR WAGE PROPOSALS

Union 1 – this would be something we'd want to see in that letter we would draft, otherwise I think we have agreement on this.

Union 2 – we would like to do a sidebar with Judith to try to determine whether there is actual real interest at UMD in having this discussion, and depending on the outcome of that conversation we may or may not be able to drop our proposal.

Union 3 we've modified. And you'll see the modification here – [reads modified language] So previously we had a proposal for a 2 steps in the situation where an individual was assigned this type of work, which is basically absorption of duties either on a temp or permanent basis, and we've modified this to a 2% pay increase. This was a high priority issue for our members and continues to be.

We had modified union 4 to 65 cents, we are staying with that proposal, and just want to call out that that was the agreement that was reached with the state of Minnesota and our union in this last round of negotiations.

We are dropping our proposal to increase the on-call, and continuing our proposal for the uniform allowance. I want to go back to the on-call for a moment. Even though we're dropping our proposal we want you to understand that what the issue is. Not a proposal we're dropping lightly. I'd like to ask Barb to comment.

Barb: A lot of people affected by this, a lot of techs. The u has a lot of 24 hour operation and techs that run them – IT, vet techs, library folks on call, and it's very difficult to be on call. You have to stay home, holidays, weekends, etc, it's a difficult issue, we hear a lot of stories of how difficult that is. We think it should be compensated in a way that's meaningful. I reiterate it's important and people do that work that the rest of us don't want to do.

GM: This is a big deal drop for us.

The increase in the uniform allowance I want to comment on. As you know Bob the 10 dollar increase in the last round was the first increase in 10 years. And it's not sufficient; this is for us a safety issue. We have members who are on their feet all day long. We think this should include shoes that keep people healthy. And so we're staying with an amt of money that gets us there, and it's frankly a small amt of money for the university. It's probably equal to one of those ex-spouses on the health insurance.

We're maintaining our proposal for the successor language. And we are moving by .5 in each year on the general wage adjustment, and we are continuing our proposal for the medical assistant LPN to have the same rate of pay.

It's interesting to me that in meetings with Boynton health Service we get documents that say CMA/LPN for instance in the discussions about the extended hours at Boynton, there's one that says they need a CMA/LPN, and it's recognized that these employees are doing the same work, but they're being paid differently.

And that is our proposal in full.

BA: What I'd like to do is give you, we've been working on a response on a few items. We'll give you the changes we make to our proposal. It's going to take us some time, but we'll be back as soon as possible.

GM: We were expecting a comprehensive proposal.

BA: It's not going to be in this format, when we don't change our position it's going to be the same. Ok?

GM: I understand what you're saying.

SESSION ENDS AT 9:19 PM

AUGUST 9, 2007
10:20 PM SESSION

[Bob A. handed out two new sheets - one signed by Dann Chapman re: Frequent Fitness Incentive, and one with new responses from employer on open proposals]

BA: Let me go through things we are changing.

The first item is union wage proposal #1 – the employer is willing to agree to an MOU to work with employees to set up accounts to get 9 over 12.

In response to union 2, we're open to a meet and confer regarding the UMD interpreter pay.

The third item is regarding the Info Tech Specialist – the employer is willing to agree to a letter providing for a meet and confer...

The next item regards university proposal 1B – that's the cleanup piece on the wages, and if you take a look at the attached, we could just leave appendix F in the contract and just clear out the stuff that isn't relevant. That's what I've tried to do with this proposal. Like March 6 is in the future, that wouldn't make sense. Some of it I think is no longer relevant.

And then we left much of the seniority and probation language, the seniority language is no longer relevant so we could take that off.

The seniority piece is reflected in the contract but March 6 is referred to as future, so we changed that.

We've also attached a letter from Dann Chapman regarding the fitness incentive.

This is an intention to show you that throughout the duration of this contract we intend to have this fitness program in place. I don't think this letter would be part of [missed words]

We're willing to drop the class deletion proposal in both the tech and health care unit. Actually it's university language proposal 1 in both tech and health care units.

Now to our wage proposal. I'm sure you're aware the university has budgeted 3.25% for wages this year and next year. 3.25% for those people that don't have steps means 3.25% across the board. For several employees you guys in this room have step progression. It's not news to you we've costed steps, we've done that the last few contracts as well.

Our ATB is less than 3.25%, but what employees actually receive is more than 3.25%, more than what other employee's at the U are receiving. This is all I can offer, this is clear that this is the university limit for wage increases. And I wanted to make sure that before I ended tonight that this is what the university has to offer wages. When you take the step increase and add it to the ATB people will get 3.75% or more, health care gets more because their step cost is less.

94% of employees in the AFSCME bargaining units get step increases. As a result of steps and ATB get 3.75% to just over 4% on average. I don't want to be misleading at all. This is what the university's parameter is. I don't think I have any other further comments on this topic.

GM: Are you telling us this is the final offer?

BA: No, I'm not saying this is the final offer.

GM: I'd just respond on the wage offer on the table that the Senior VPs of the university, the regents, your committee, and hundreds of our members have seen our presentation on what's happened with our wages and the harm that the university's policies on wages have done to the standard of living of 3,500 very hard working and dedicated university employees.

We're very far apart on this issue.

BA: I realize that.

GM: And we need the university to step up and to take this issue seriously, and to fix it. We are willing to get very creative about how that happens in these negotiations, but we are not willing to recommend to our membership that they continue to lose money.

We came into this round of negotiations nearly 5% below inflation and we don't intend to come out of these negotiations even further behind. Our steps have historically been about experience, and skill and years of service. They're not about cost of living. So we want to get this done, we hope we can get it done, but it's going to take the university taking us seriously on this issue.

BA: We have nothing further to present.

Jan (mediator): Any other questions Gladys?

GM: No.

Jan: Can management step out so we can ask Gladys a question?

BA: Yes, we'll be upstairs.