

FINAL
USF and UFF Collective Bargaining Session
November 5, 2008
12:30pm – 4:15pm
Marshall Center Palm Conference Room, Rm. #3712

Attendees:

USF – Kofi Glover (Chief Negotiator), Sandy Lovins, Gerard Solis, John Curran, Olga Joanow

UFF – Robert Welker (Chief Negotiator), Arthur Shapiro, Sonya Ramirez Wohlmuth. Ed Mitchell

Notes by Brooke Deen (*not verbatim*)

Session began at 12:47pm

K. Glover – Before we left last time I gave you Article 8 with handwritten changes changing the numbers so I will give you that with the corrected figure of \$12,000. Also, we noted that the formula I had for the merit raise was wrong in Article 23 so I made the corrections to that and we are passing that out also. I think that is where we were last time when we left.

[K. Glover distributed Article 8 and Article 23]

R. Welker – Can we have one more salary article for Mark Klisch? He is not here today.

[R. Welker distributed Article 14 and Article 15]

K. Glover – You have given us articles but you haven't said anything. What is going on?

R. Welker – Do you want an explanation of the changes we have made? Do you have any questions?

K. Glover – We would like to know what you are changing.

R. Welker – Well, the first one is under criteria. Employees eligible for promotion may not be barred from promotion solely because of their assignments. Changes in criteria shall not become effective until one year following adoption of the changes, unless mutually agreed to in writing by the UFF-USF Chapter President and the University President. So basically the language is a waiver. We also made some changes under procedures. We have a date at the bottom under 14.5 of May 15, 2009. We are just changing that to senior instructor. The promotion won't begin until 2009-2010. We can't get promotions until August 2010, basically. We have a long period of time to develop the criteria; applications for promotions in the instructor track won't begin until the 2009-2010 academic year. On Article 15, please add in the word "following". It looks like the copier messed it up and the word got cut off in the copies I've just passed out. It should say, "unless appointed with any of the following modifiers".

G. Solis – Is there anything else we need to add in?

R. Welker – On tenure?

G. Solis – Yes.

R. Welker – No there is nothing else missing.

J. Curran – There must have been a reason why you modified “modifiers”? What is the purpose of putting in “any of the following”?

R. Welker – There might be a situation where someone down the road might say “it doesn’t say only”. We had this happen before over the years. Someone said, “Well it doesn’t say only” so here we didn’t say “only modifiers”. Instead we said “any of the modifiers”. This way all the modifiers are inclusive. We want to make it clear that you’re eligible for tenure unless you are appointed with research or clinical.

J. Curran – I think what you are trying to tell me your concern is that the EG means___.

R. Welker – When you have language that says, for example, there could be others. We are limiting to these three. That’s the purpose of limiting.

J. Curran – Ok I think I understand.

R. Welker – You can designate others.

J. Curran – What about faculty appointed in those modifiers but have never been tenured?

R. Welker – Are there people who are? I don’t know that?

J. Curran - Dr. Glover would have to answer that. I’m saying such as an emergency appointment.

S. Dorn – I think that’s the current language.

J. Curran – I’m confused because it’s very specific. It says “remove”? Oh wait. I see. Our versions do not match. You do not have the version I have.

A. Shapiro – I’m not clear.

S. Dorn – The first two words are “would remove”.

J. Curran – It’s just the different type faces. This only occurs after the fact though. You have to have something before you remove it.

S. Dorn – When you send offer letters, or when the Provost sends them doesn’t it have that in there?

J. Curran – And it’s a non-tenure position at that time.

S. Dorn – That seems...

J. Curran – Ok. I am getting it now. I understand now.

R. Welker – It’s a tenure decision. At the end of 6 years it says the tenure clock will stop.

K. Glover – On 15.2 where it says, “the tenure clock shall be stopped upon birth or adoption of employee”, I have no problem with that but how about in the case of a couple? Can both request the clock stoppage?

R. Welker – Yes. You might have a situation where it’s shared, too.

K. Glover – Both can stop it for 1 year?

R. Welker – For both, yes. They could be sharing the responsibilities. It’s a problem approving how much time you spend raising a child though.

K. Glover – If we stop for both parties are we giving them any assignments? Are we paying them? If they are not getting their assignments are we paying them?

R. Welker – They are still working unless they take parental leave. They are still getting their assignments so yes.

K. Glover – So this is different than parental leave?

R. Welker – Yes. They are just stopping the tenure clock.

J. Curran – There was a discussion from May 9, 2008 and my interpretation was that the new language excludes pregnancy for stopping the clock; it's only applicable to occur after the birth.

G. Solis – There is language elsewhere for other reasons to stop the clock.

J. Curran – I'm a pediatrician and I'm uncomfortable that you don't include pregnant women.

R. Welker – There is a previous line that says the clock may be stopped for other medical reasons.

J. Curran – That's fine.

R. Welker – They can say they are pregnant and request the clock to stop for one year.

J. Curran – But it says it shall be stopped.

R. Welker – Yes, that's our intent.

J. Curran – So you are negotiating an automatic out unless otherwise requested to continue?

R. Welker – If you are pregnant that doesn't stop you from working. I know some people who got pregnant and continued to work up until a week before the baby was born. I understand that you may have a medical problem during the pregnancy. We were looking at the care after the pregnancy here.

G. Solis – We just dealt with a case on one of our other campuses – we routinely stop the clock for pregnancy if they request it. So, this is just the care issue following birth although there may be medical issues with the pregnancy.

K. Glover – One person refused to stop the clock even though she was pregnant but we insisted she should. She didn't want to delay her tenure.

J. Curran – That's the thing-

G. Solis – It's an FMLA qualifying event.

O. Joanow – It says he or she.

K. Glover – I think we can caucus on it.

R. Welker – Same thing on changes effective, we left the waiver in here on C.

K. Glover – On 15?

R. Welker – Yes, 15.4C says that such additional criteria or changes in additional criteria shall not become effective until one year following adoption of the changes. The waivers on both of these were continuing. If we don't agree it still becomes effective one year later.

G. Solis – Anything else?

R. Welker – We have a salary article. Now, I'm going to put a check mark on two of these because they originally copied what you gave us and what you gave us has changed. This encompasses your last proposal on merit increases with pots.

K. Glover – I said that was not intended with the pots.

R. Welker – I changed it back to your current proposal.

K. Glover – So it's correct in the one that you placed a check mark on?

[R. Welker distributed Article 23, Proposal #7A]

R. Welker – This proposal is based on a cap of summer pay of \$12,500. Basically we have the competitive pay raise at 2% and took merit at .30. At the top, the change reads that the merit shall be distributed to all eligible in-unit employees. It should conform to what you just gave us. Market adjustments changed. That will be less than 75% rather than 80%. Your salary has to be less than 75% after adding other increases to your current salary. The cap is \$10,000. On starting salaries do what you want for the whole year and it will terminate June 30, 2009. December 23rd on A, C and D effective dates. It will be easier calculating when you add up everyone's score. Dec 23rd is one half into the 9 month period. We account for any legislative increases, and then we gave you .80% for discretion. It looks to us like you have used .35% so far. We are saying any money you have already given out comes off the top. Under this proposal, you will have the right to spend the rest up to .80% and then that terminates June 30, 2009. We will need a written report.

G. Solis – In 8, do you still have the sunset language on the cap?

R. Welker – You mean in C?

G. Solis – On summer appointments.

R. Welker – Yes, \$12,500 is on a one year trial basis. And I didn't hand that to you but this goes along with that.

G. Solis – It unbalances things. We don't know what will happen with DCA.

R. Welker – That's right for what you have done for 08-09. We got nothing last time so yeah, we are leaving that open.

G. Solis – I'm trying to understand from our standpoint, why would we accept it? We don't know what the DCA is going to do.

R. Welker – We are giving you discretion.

G. Solis – You said the sunset date terminates the discretion.

S. Dorn – This is parallel to UCF.

G. Solis – I'm not at UCF.

R. Welker – We don't know how much money there's going to be next year, but in bargaining there is always talk of salary. Right now the only question is could it be before the DCA. They talk when the contract terminates for three years. We are no longer going to say that if we have a three year contract and we give you raises and all of a sudden the University doesn't agree then the University doesn't give out discretion.

G. Solis – Looking at it from our side, not knowing what the DCA is going to do makes this is a bad deal for us when you put it next to summer. We are giving you a whole lot by accepting that summer will revert to status quo and by agreeing without knowing what DCA is going to do to a sunset on discretion. You are building in expedient of a sunset. Plus, you gained a benefit of summer being for a trial period with a revert to status quo.

R. Welker – We will be the only University in the whole system agreeing to a cap and we are going to hear it from everyone. FIU went to 12.5%.

G. Solis – We are still at 12.5% except for the cap.

R. Welker – People say it doesn't really affect them but it's a terrible thing to do.

G. Solis – We have heard the opposite. If you want a trial period then you can't have the sunset on discretion. You put the sunset at the end of the contract.

R. Welker – You gave discretion in 07-08 and you're doing it again now. What about the other 1500 employees?

G. Solis – We have had other proposals on the table to try to give you the money.

R. Welker – Are we going to tell in-unit that part of their increase is going to parental leave?

G. Solis – It is being invested in the employees.

R. Welker – But I don't want to say we took it away from your increase. If you don't know this you can find out in 5 minutes. You know what compression and conversion is going to cost. I bet that it is going to cost, and you notice I didn't put a figure in here, but my guess is it is going to cost \$25,000. You know what it's going to cost. I'm saying I don't want .10% in here. I will be willing to put .10% aside with the agreement that any money not used goes back to 23.5.

G. Solis – There are two issues here. You got the trial period on summer and for us, that's a bad deal-

R. Welker – You could get us on summer. We could go to impasse and you could put a \$10,000 cap on it.

G. Solis – I'm not going to talk about that.

R. Welker – The worst case scenario is if we go to impasse you put a cap on us but we also know there is no discretion. We are trying to compromise. Why would we have a reopener if we have a three year deal? I understand it's not a good deal for you. I would like to resolve this. I think this is a good deal, you're getting a cap. It's for one year but still, you're the only University getting a cap.

G. Solis – If the deadlines on discretion were to vanish then we can talk about the cap and if the DCA goes our way we can talk.

R. Welker – It would be a bad deal if the DCA doesn't go your way.

G. Solis – We don't know what is going to happen.

R. Welker – It doesn't do any good to argue. Would you like to see our other proposal?

G. Solis - If we agree today we could potentially be back at the table on Monday with reopeners.

R. Welker – Maybe we should wait until May to come back.

G. Solis – We want to get the money to the employees as soon as possible.

R. Welker – Pick an MOU then.

G. Solis - The MOU's are bad for the faculty, bad for us.

R. Welker – We are going to give you our other one.

G. Solis – Why are you going to give us something that you know we aren't going to agree to?

R. Welker – Well, you aren't agreeing to this.

G. Solis - Well –

R. Welker – Let me just show you this. Sherman is going to have to leave.

[R. Welker distributed Article 23, Proposal #7B]

R. Welker – This one has no cap and merit is at .75%. It has the two pots language so we can change that back to one pot. The starting salary is the same as the salary adjustments.

G. Solis – This is not a proposal.

R. Welker – There is no compression and conversion in this proposal at all. We have to go to our people and say this was our last proposal and they turned it down. That's it, you can tell them over there.

K. Glover – Well, lets caucus.

**Caucus at 1:49pm
Resume at 3:05pm**

K. Glover – We have an idea here; a package deal. I know we agreed that if we agree on summer and salary then the rest will be status quo.

R. Welker – And if you have no problem with the union being able to file a grievance.

K. Glover – We have a \$12,000 cap on summer, 2% base for those employees with at least a “3” for performance, .2% merit pool for those employees with at least a “4” for performance, .10% on market adjustment capped at \$5,000, we will still put .1% in parental leave, .8% for discretion, no sunset on discretion and summer, summer and salaries are always a subject for reopeners anyway, and there will be no two course guarantee for the summer because the department will determine summer course assignments on a student need basis and department policies and procedures.

R. Welker – So \$12,000 with a 1 year trial period?

K. Glover- Yes, and no sunset.

R. Welker – So \$12,000 and no trial period. .20% performance only and you're staying at 80% of OSU, and discretion doesn't sunset. Ok, let's caucus.

**Caucus at 3:10pm
Resume at 3:52pm**

R. Welker – Here is what we are offering. A 2 year contract, 2008-2009 and 2009-2010. In the 2 year contract we will have 2.0% across the board for two years. .30% based on performance. For two years. All you need is performance of at least 3.5% to get into the pool. .80% discretion for two years. You get

the cap of \$12,500 for two years, Discretion language indicates all discretion and ends at the end of the 2 years. Compression and inversion is also for two years at \$10,000 and the criteria to get that money, the strong, is just this year back and the OSU data is this year back. No new OSU data which will jack up the average salary. And also, the evaluations are going to be from this year back. I think we had 7 years. In the past we have liked historical data. 7 years going back so that when we give compression and inversion for next year then we aren't going back and also, we go with the 07-08 OSU. No reopeners for two years. We can agree to reopeners but basically we are saying no reopeners. Also we need the language that says we can be a grievant. We also need the language that we waive our right to bargain salaries for two years which will end at the end of the contract. The parental leave is fine at .10% for two years. We would have to clean up some of the other articles like domestic partner benefits. I don't know if we should maybe reopen domestic partner benefits as an exception. I guess that from our constituents that's the only thing we would have to reopen because of lack of knowledge. Basically we would then have a clean slate.

K. Glover – I guess we will have to meet another time. The two year offer has already been taken off the table and now you are attempting to put it back. I think we will have to come back.

R. Welker – Ok.

G. Solis – Can we take a two minute caucus?

R. Welker – That's fine. This is not something everyone enthusiastically embraced. We will do a December 23rd date so that we are half way into the 9 month period.

G. Solis – Ok. We will just take a minute.

Caucus at 4:07pm

Resume at 4:11pm

K. Glover – What we were discussing is if you wish, we can go back but what we will talk about, as I said, we no longer have the authority to negotiate a 2 year contract.

G. Solis – We used to have a 2 year deal on the table and that's not possible anymore, matters are too uncertain.

R. Welker – Salary discretion is for a 2 year deal only. That's how we are able to give that to you.

G. Solis – I can tell you, we appreciate the movement and we would like to come back next round with as good a package or better but we have no ability to do a two year contract in this fiscal environment.

R. Welker – If we terminate the discretion then-

G. Solis – we can live with everything else you said, I think we can come off of compression and conversion and go up to 7.

R. Welker – We want to go down to 75% to keep it at 10,000.

A. Shapiro – How many people will get the money at 80%?

G. Solis - I don't know if we can go past 7

R. Welker – A one year contract – not two years but one year and then everything terminates at the end of the year. The language would be that the discretion ends at the end of the contract.

G. Solis – So one year from now-

E. Mitchell – It would cover the 2008-2009 academic year.

G. Solis – We better just end it.

R. Welker – Ok we'll talk about it and see what we can do.

Session ended at 4:15pm