

**UDMPU Board Meeting  
Minutes – 2/12/08**

Present: Stokes Baker, Mike Canjar, Cindy Gillham; Heather Hill-Vásquez; Doug MacDonald; Kris McLonis; Prasad Venugopal; Kate Walters; Larry Zeff

Absent Excused: Mary Higby; Stephen Manning

Absent: JoAnne Isbey; Lorri MacDonald

I. Call to Order.

II. Minutes of 1/08/08 meeting were approved.

III. Treasurer's Report.

a. McLonis reported \$43,701.63 in checking and \$69,332.88 in savings for a total of \$113,034.51 in the Comerica accounts. Recent activity includes a checking deposit from Human Resources to cover MEA dues. A check in the amount of \$19,992.53 will be sent to cover MEA dues within the next day or so. The larger amount of the check is due to a number of faculty returning from research leaves taken in '08.

b. A motion was made to accept the Treasurer's Report and the motion passed.

IV. Grievance Report.

a. Manning, via e-mail correspondence, filed the following report.

I continue to field and follow up on about the usual number of inquiries and reports from members of the bargaining unit. I am doing another New Faculty Orientation presentation on Thursday 14 February. In terms of reportable information, this Grievance Report is essentially "status quo" except for the following, both concerning the lawsuit filed by a member of the bargaining unit against the UDM and the UDMPU:

1. I had previously reported that all counts against the UDMPU had been dropped and that all counts except one against the UDM had been dropped. Michael Lee forwarded to me, via email attachment, an 'Order of Dismissal with Prejudice,' dated February 1, 2008, signed by Hon. Anna Diggs Taylor. This 'Order' effectively dismissed the final outstanding count against the UDM. The 'Order' further ruled that both parties (Plaintiff and Defendant) "shall bear their own attorney fees and costs."
2. More germane to the UDMPU's involvement in this case: I had previously reported that, subsequent to all counts against the UDMPU being dropped, Michael Lee filed, as allowed by law, a 'Petition for Attorneys' Fees,' which asked the Court to order the Plaintiff to pay for MEA legal costs (in the \$10-11K range) resulting from a lawsuit deemed frivolous. The Plaintiff responded with a 'Response in Opposition to the Petition for Attorneys' Fees.' A hearing on the matter was held before Judge Taylor on January 28, 2008, at which time she directed the Plaintiff to pay the Defendant "the amount of \$6,655.26 in attorneys' fees and costs..." Since these are costs incurred not by the UDMPU but by the MEA (i.e., Michael Lee), this 'Order' has no fiscal effect on us.

Finally, I would report that, since my complaints of lack of communication from Aaron Sheposh and Michael Lee on all matters pertaining to this lawsuit, and the Board's

authorizing me to lodge those concerns with both Sheposh and Lee, the communication flow from the latter has been excellent.

b. In addition, Zeff reported on an issue concerning a bargaining unit member's request for additional pay as a result of receiving a grant while on leave. After referring the member to the pertinent section of the contract (Article 10.2g and Article 10.2i) which stipulates that additional pay is not allowable, the issue has been resolved.

c. Canjar provided an update on the resolution of a pre-grievance issue regarding potential violations of faculty rights concerning curriculum issues. After discussions between the Interim AVP and the E.L., it was agreed that a violation of Article 3.3d of the contract did occur and a payroll authorization will be issued in order to reimburse the affected senior faculty bargaining unit member. The UDMPU Board had also requested a formal apology from the administrator who violated the contract. The apology occurred internally, within the affected college, and to the satisfaction of the affected members of the bargaining unit. Finally, the Board had requested that the administrator receive training in order to become better acquainted with the contract and with shared governance. As requested, this training appears to have been conducted through the office of the Interim AVP.

d. Canjar also noted that the MEA seems to have done a fine job handling the law suit described in a1 and a2 above.

e. Hill-Vásquez (via e-mail correspondence from Manning) provided an update on the resolution of a potential grievance in connection with Article 3.3d of the contract (assignment of overload teaching). (This potential grievance is not connected with and is separate from those issues described in c. above.) While a settlement document had been signed by the UDMPU and the administration in order to reimburse the affected bargaining unit member, the Interim AVP's office has asked for another copy. Manning will provide another copy and the Interim AVP's office will confirm with Human Resources that the affected bargaining unit member has not already been reimbursed per the settlement. If the member has not yet been paid, HR will issue a check.

f. Hill-Vásquez also noted that McLonis will be accompanying Manning to the new faculty orientation in order to distribute and collect membership forms.

g. A motion was made to accept the Grievance Report and the motion passed.

#### V. Annual Elections.

a. Canjar reminded the Board that, as specified by UDMPU by-laws, the UDMPU will be holding its annual elections. The general membership meeting scheduled for 3/27/08 at 12:45 p.m. (LS 113) will be the annual election meeting. As required by the Labor Management and Disclosure Act of 1959, the Election Process Procedure document will be distributed electronically as well as by regular mail to all bargaining unit members who are eligible to vote. Canjar has updated the Election Process Procedure document with appropriate calendar dates.

b. An Elections Committee has been formed. Baker and McLonis will be members. Former UDMPU President Weisfeld will serve as chair.

c. Canjar reminded the Board that the Board has agreed to allocate up to \$300 for costs related to the election process.

d. Nominations for UDMPU officers and board positions open as of 9:00 a.m. 2/26/07 and the election nominations period will extend from this time to 3/27/08. Nominations will also be taken from the floor at the 3/27/08 general membership meeting.

#### VI. PNC (Professional Negotiating Committee) Update.

a. Chief Negotiator Zeff reported that all six sub-committees composed of members of the UDMPU and the administration have met at least once to discuss their assigned bargaining issues. Several sub-committees have met several times. A number of proposals have been discussed. In addition, the UDMPU PNC continues to meet regularly.

b. The Board proceeded to clarify one bargaining issue regarding Article 10.2g and Article 10.2i of the contract concerning compensation for bargaining unit members on research leaves.

#### VII. MAHE Update.

a. MAHE representative Baker reported that, at the last MAHE meeting, he was asked if the UDMPU is considering changing our affiliation from the MEA to the AAUP. Baker indicated to those making inquiries that the UDMPU is exploring the possibility.

b. Baker indicated that he will be unable to attend the next two MAHE meetings. McLonis volunteered to attend these meetings and received the Board's gratitude.

#### VIII. Update on Job Advertisement Added Language Issue.

a. Venugopal reminded the Board that the UDMPU and the MFA have and continue to address the issue with the administration. In response, the Interim AVP agreed that the MFA should recommend interim language. The MFA created this interim language which was then recommended to the Interim AVP. The interim language was discussed at the ALT and the PC who recommended minimal changes. The MFA leadership agreed to the minimal changes and the Interim AVP distributed the interim language to all deans.

b. Venugopal stated that ordinarily, under MFA By-Laws, if the AVP disagrees with a MFA recommendation, the AVP must attend a MFA meeting and explain the disagreement. In this case, however, as the changes to the interim language were minimal, it was agreed that it was okay to proceed without this step.

c. Venugopal reported that some MFA members may take issue with the last section of the last sentence of the agreed upon interim language. The MFA leadership will be discussing this last sentence with the Interim AVP today. If there is a disagreement with the AVP regarding this, the issue will go back to the MFA and a vote will be taken regarding the wording of the last sentence.

d. Venugopal indicated that the MFA will continue its work on job search procedures by reviewing and revising the documents currently contained in the hiring policies and procedures packet. The MFA will recommend changes and revisions to the Interim AVP.

#### IX. The meeting was adjourned at 1:55 p.m.

Respectfully submitted,

Heather Hill-Vásquez